



"Under Jurisdiction of Nagpur Court only"

	Western Coalfields Ltd. (A Mini Ratna company) (A Govt. of India Undertaking) (Website :westerncoal.nic.in ) e-mail: gmmm.wcl@coalindia.in	 OFFICE OF THE GENERAL MANAGER (MM) FAX . : 0712- 2510284
Regd. Off. : Coal Estate, Civil Lines, Nagpur – 440 001.		

Purchase Order No:11100112021232

Dated:03.12.2021

**By Registered Post**

To,  
 M/s Tecknotrove Systems (I) Pvt. Ltd.,  
 505, Windfall, Sahar Plaza Complex,  
 Andheri-Kurla Road, Andheri-East,  
 Mumbai-400 059

Category" MSME Registered  
 GST No : 27AABCT7625C1ZH  
 e amil: admin@tecknotrove.com

Dear Sir,

Sub: **Formal Supply Order for Supply of Universal Equipment Simulator**

Ref:1.Our Open Domestic E- tender no: WCL-Hq-pur-sb-ra-e135-2020-21 (tender ID 2021\_WCL\_198978\_1) opened on 19.04.2021

2. Your Bid ID: 640996 dated 24.03.2021, your letter No NIL dt 02.12.2021

With reference to the above, we are pleased to place a formal supply order on you for supply of Universal Equipment Simulator as per the Price, quantity, specifications, terms and conditions detailed below and as per enclosed general terms and conditions.

Sl no	Item description	Quantity(nos)	Unit price (Rs)	Total value(Rs)
1	Universal Equipment Simulator suitable to simulate operations of 5-6 CuM Bucket capacity Hydraulic Excavators ( BEML make BE1000 & TATA make EX1200 ) -As per details Technical specifications enclosed as Annexure - I. Model: TecknoSIM VX	01	9686746.00	9686746.00
	Total			9686746.00
	Packing & Forwarding			20754.00
	Freight charges			34590.00
	Insurance Charge			6918.00
	GST @ 18%			1754821.44
	TOTAL			1,15,03,829.44

**Total value:** (Rs One Crore Fifteen Lakh Three Thousand Eight Hundred Twenty Nine and Paise Forty Four Only)

**Other Terms & Conditions:**

1.**Prices:** The above prices are FIRM and on F.O.R. destination basis however packing, forwarding, freight and insurance charges upto destination stores shall

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be paid extra as indicated above. The safe arrival of the consignment at destination stores shall be your responsibility.

2. **GST:** Shall be payable extra as applicable. The present applicable rate of GST is @ 18%. Input tax credit on GST shall be availed by WCL as per GST rule. You shall submit GST compliant invoice enabling WCL to avail Input Tax Credit (ITC) under GST. In case of any failure on supplier's account, the penalty including interest (if any) borne by WCL on ITC shall be recovered from supplier..

3. **Delivery:** The required delivery schedule for **ordered quantity of** Equipment along with accessories, consumable spares and consumables for the warranty period of the equipment will be as follows:

(A) Equipment along with Accessories and spares parts and consumables required for 01 Year of warranty period of Equipment:

01 SET consisting of 2 No of HEMM Module- Simulator shall be supplied within **09 months** from the date of issue of Supply Order.

Delivery of spares parts and consumables for the warranty period of the equipment shall be made as specified in TPS clause No B.6.2

(B) The delivery period will be counted from the date of issue of order. The date of receipt of materials by the consignee will be considered as the date of delivery. Failure to supply the equipment within the delivery period will attract liquidated damages as per the relevant clause of this order.

4 **Consignee:** Depot Officer, Regional Stores WCL Chandrapur area distt Chandrapur GSTIN no: 27AAACW1578L1ZW

5. **PAYING AUTHORITY:** GM(Fin), WCL, HQ ,Coal Estate ,Civil Lines, Nagpur - 440001

6. **Payment Terms:** i) 80% value of the equipment and accessories and 100% taxes and duties and other charges shall be made within 21 days after receipt and acceptance of the equipment at site by the consignee and submission and Acceptance of Performance Bank Guarantee .  
ii) Balance 20% payment including erection & commissioning charges (if any) shall be made after successful completion of erection, testing, commissioning and final acceptance of the Equipment (along with the accessories) upon presentation of successful commissioning certificate, signed by Staff Officer (Excv) of the Respective Area / Area General Manager of the respective Area,/GM(Excv)HOD to the effect that the Equipment has been commissioned to their entire satisfaction

"Note: As per RBI guidelines, ECS mandate in RBI's format has to be submitted by the bidders in the bid document. The Format is available as Annexure 7  
Payment terms for AMC shall be as per terms of AMC mentioned in annexure 1  
COMPENSATION, PAYMENT MODALITIES AND PRICE BASIS FOR AMC indicated in Section-I  
**EFT details:** Bank account details for EFT as provided by you are given below:  
Bank Account Details for making payment through EFT:-

Name of the Account Holder	Tecknotrove Systems (I) Pvt. Ltd.
Account Number	9211816424
Name of the Bank and Branch with location	Kotak Mahindra Bank, Sher E Punjab CHS Ltd, Andheri East Mumbai 400093, Branch Code-1363
Nature of Account	C C Account
IFS Code of the Branch	IFSC Code KKBK0001363, MICR Code-400485074

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7. **Inspection** : Final Inspection of the consignment shall be carried out at the destination stores, which will be arranged by the consignee on receipt of stores.

8. **Security Deposit:** You shall have to furnish the security deposit amount of **Rs. 345115/-** (Rupees Three Lakh Forty Five thousand One hundred fifteen only) in the form of Demand Draft or Bank Guarantee of any scheduled bank as per format at Annexure III for 3% ( ten percent ) value of the awarded contract without having any ceiling, within 15 days time from the date of supply order to the Direct Demanding Officer.

The Bank Guarantee issued by the banker of the firm shall be operational for all purposes at Nagpur branch (Maharashtra)

The Bank Guarantee issued by the issuing bank on behalf of the supplier in the favour of Western Coalfields Ltd shall be in paper form as well as issued under "Structured financial messaging system". The details of beneficiary for issue of BG under SFMS platform is furnished below:

Name of beneficiary and details	
Name	Western Coalfields ltd
Area	Head Quarter
Bank A/c No: / Cust ID of beneficiary	ICICI Bank Ltd, Vishnu Vaibhav, 222, Palm Road, Civil Lines, Nagpur
IFSC code	ICIC0000059
Bank Manager Name & Ph no:	Hrushikesh Sakalkale Ph n: +91-9923202096

The original bank guarantee issued by the issuing bank shall be sent by the issuing bank to the following address by Registered post /AD.

General Manager (MM) I/c Materials Management Wing Western coalfields Ltd HQ Coal Estate, Civil lines Nagpur – 440001 Maharashtra

Any extension / amendments to the BG shall be done following the same procedure as above.

In case the successful tenderer fails to deposit the security money, the order shall be cancelled and the case shall be processed to order elsewhere and the firm's performance is to be kept recorded for future dealings with them.

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Security deposit money will be refunded to the firm within 30 days from the date of satisfactory execution of the contract. For unsatisfactory performance and / or contractual failure, the security money shall be forfeited.

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.

**9 Performance Bank Guarantee** As indicated in annexure 1 clause G

The Bank Guarantee issued by the banker of the firm shall be operational for all purposes at Nagpur branch (Maharashtra)

The Bank Guarantee issued by the issuing bank on behalf of the supplier in the favour of Western Coalfields Ltd shall be in paper form as well as issued under "Structured financial messaging system". The details of beneficiary for issue of BG under SFMS platform is furnished below:

Name of beneficiary and details	
Name	Western Coalfields Ltd
Area	Head Quarter
Bank A/c No: / Cust ID of beneficiary	ICICI Bank Ltd, Vishnu Vaibhav, 222, Palm Road, Civil Lines, Nagpur
IFSC code	ICIC0000059
Bank Manager Name & Ph no:	Hrushikesh Sakalkale Ph n: +91-9923202096

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General Manager (MM) I/c Materials Management Wing Western coalfields Ltd HQ Coal Estate, Civil lines Nagpur – 440001 Maharashtra

Any extension / amendments to the BG shall be done following the same procedure as above.

In case the successful tenderer fails to deposit the security money, the

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order shall be cancelled and the case shall be processed to order elsewhere and the firm's performance is to be kept recorded for future dealings with them.

Security deposit money will be refunded to the firm within 30 days from the date of satisfactory execution of the contract. For unsatisfactory performance and / or contractual failure, the security money shall be forfeited.

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.

**10. GUARANTEE/WARRANTY: Composite Warranty / guarantee**

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

- a) In accordance with the contract specifications.
- b) The equipments shall have no defects arising out of design, material or workmanship & the complete equipment shall be warranted for 12 months from the accepted date of commissioning. Any defect arising observed on this account will have to be attended immediately and in no case beyond a period of 48 hours.
- c) The supplier must ensure that there is no major breakdown due to manufacturing / design defects during the warranty period of 12 months. In case such breakdown occurs, the purchaser reserves the right to extend the warranty period suitably. The warranty shall cover for total equipment so that comprehensive responsibility lies only with the equipment supplier although components may be supplied by different suppliers to the bidder.

**Quality Assurance**

**1** The supplier should furnish in detail its quality assurance plan for various stages of manufacture. The quality assurance plan shall comply with an internationally recognised quality assurance standard such as ISO 9001 latest or equivalent.

The bidder should furnish in detail the copies of International certificates regarding quality assurance , Safety standards etc. given to their firm.

**2** The supplier shall provide facilities to purchaser or their authorised representative for progressive inspection during manufacture at his works and furnish all test data in this regard for quality control both for bought out items and his own manufactured items.

**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 shall be at the expense of the purchaser.

**11 Annual Maintenance Contract:**(AMC should be commenced after getting clearance from this office)

The terms and conditions of the annual maintenance Contract is indicated in annexure 1 and the rates are indicated below:

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Part no: (Item Description as per NIT)	Quantity per set	Units	Quoted Currency In INR / Other Currency	BASIC RATE In Figures To be entered by the Bidder Per Unit (Rs)	Packing and Forwarding Per Unit	Freight Charges Per Unit	Insurance chg Per Unit	GST Per Unit	Input tax credit against GST per unit	TOTAL AMOUNT Before ITC Rs
Annual Overhead and supervision charges during AMC for 1st year after warranty period	1.000	No	INR	539604.00	0.00	0.00	0.00	97128.72	97128.72	636732.7200
Running cost of spares including subassembly / assembly, consumables including hardware and software maintenance / update per hour during AMC for 1st year after warranty period	2200.000	hours	INR	242.13	0.00	0.00	0.00	43.58	43.58	628569.4800
Annual Overhead and supervision charges during AMC for 2nd year after warranty period	1.000	No	INR	539604.00	0.00	0.00	0.00	97128.72	97128.72	636732.7200
Running cost of spares including subassembly / assembly, consumables including hardware and software maintenance / update per hour during AMC for 2nd year after warranty period	2200.000	hours		242.13	0.00	0.00	0.00	43.58	43.58	628569.4800
Annual Overhead and supervision charges during AMC for 3rd year after warranty period	1.000	No		539604.00	0.00	0.00	0.00	97128.72	97128.72	636732.7200
Running cost of spares including subassembly / assembly, consumables including hardware and software maintenance / update per hour during AMC for 3rd year after warranty period	2200.000	hours		242.13	0.00	0.00	0.00	43.58	43.58	628569.4800
Annual Overhead and supervision charges during AMC for 4th year after warranty period	1.000	No		539604.00	0.00	0.00	0.00	97128.72	97128.72	636732.7200
Running cost of spares including subassembly / assembly, consumables including hardware and software maintenance / update per hour during AMC for 4th year after warranty period	2200.000	hours		242.13	0.00	0.00	0.00	43.58	43.58	628569.4800
Annual Overhead and supervision charges during AMC for 5th year after warranty period	1.000	No		539604.00	0.00	0.00	0.00	97128.72	97128.72	636732.7200
Running cost of spares including subassembly / assembly, consumables including hardware and software maintenance / update per hour during AMC for 5th year after warranty period	2200.000	hours		242.13	0.00	0.00	0.00	43.58	43.58	628569.4800
Annual Overhead and supervision charges during AMC for 6th year after warranty period	1.000	No		539604.00	0.00	0.00	0.00	97128.72	97128.72	636732.7200
Running cost of spares including subassembly / assembly, consumables including hardware and software maintenance / update per hour during AMC for 6th year after warranty period	2200.000	hours		242.13	0.00	0.00	0.00	43.58	43.58	628569.4800
Annual Overhead and supervision charges during AMC for 7th year after warranty period	1.000	No		539604.00	0.00	0.00	0.00	97128.72	97128.72	636732.7200
Running cost of spares including subassembly / assembly, consumables including hardware and software maintenance / update per hour during AMC for 7th year after warranty period	2200.000	hours		242.13	0.00	0.00	0.00	43.58	43.58	628569.4800
Annual Overhead and supervision charges during AMC for 8th year after warranty period	1.000	No		539604.00	0.00	0.00	0.00	97128.72	97128.72	636732.7200
Running cost of spares including subassembly / assembly, consumables including hardware and software maintenance / update per hour during AMC for 8th year after warranty period	2200.000	hours	INR	242.13	0.00	0.00	0.00	43.58	43.58	628569.4800
Annual Overhead and supervision charges during AMC for 9th year after warranty period	1.000	No	INR	539604.00	0.00	0.00	0.00	97128.72	97128.72	636732.7200
Running cost of spares including subassembly / assembly, consumables including hardware and software maintenance / update per hour during AMC for 9th year after warranty period	2200.000	hours	INR	242.13	0.00	0.00	0.00	43.58	43.58	628569.4800
TOTAL										10750987.08

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**Total value:** (Rs One Crore Seven Lakh Fifty Thousand Nine Hundred Eighty Seven and Paise Eight only)

**12. SUBMISSION OF BILLS:-** For claiming payment, following documents are to be submitted along with original bills as per terms of the supply order to *the consignee*.

- i). Pre-receipted and stamped Invoice (and/ or Original Buyer's copy of invoice as per GST laws).
- ii). Packing list in original list giving details of bill of materials, if applicable. (Invoice should be strictly as per GST laws 2017)
- iii). Consignment note / RR/ LR in original, if applicable.
- iv). Warranty / Guarantee certificate, if applicable.
- v). Manufacturers test certificate, if applicable.
- vi). DGMS / BIS / Pre dispatch inspection certificates / any other document, if required as per the contract.
- vii). Any other document as specified in the Order.
- viii) Price certificate and price fall certificate

**13. LIQUIDATED DAMAGES:- In the event of failure to execute the contract within the stipulated period mentioned in the order and in the event of breach of any of the terms and conditions in the order WCL has the right :-**

- a) To recover from successful tenderer, as agreed liquidated damages, a sum not less than 0.5% of the contract value for delay in execution of the contract beyond the delivery schedule (for this purpose part of a unit supplied will not be considered) as aforesaid for each week or part of a week during which the execution may be in arrears limited to 10 %. Where felt necessary the limit of 10% can be increased to 15% at the discretion of buyer
- b) To purchase from elsewhere, after due notice to the successful tenderer, on the account and at the risk of the defaulting supplier the stores not supplied or others of a similar description without cancelling the supply order in respect of consignment not yet due for supply or
- c) To cancel the supply order or a portion thereof, and if so desired, to purchase the store at the risk and cost of the supplier and also
- d) To extend the delivery period with or without imposition of Liquidated Damages as may be considered fit and proper. The penalty if imposed shall not be more than the agreed liquidated damages referred to clause (a) above.
- e) To encash any available Bank Guarantee / security deposit for recovery of the penalty.
- f) Whenever under the contract a sum of money is recoverable from and payable by the supplier, Western Coalfields Limited, shall be entitled to recover such sum by appropriating, in part or whole by deducting any sum or which at any time thereafter, may be due to the successful tenderer in this or any other contract, with Western Coalfields Limited or any of its Subsidiary Company. Should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay to Western Coalfields Limited, on demand the remaining amount.
- g) The supplier shall not be entitled to any gain under this clause.

**14. FORCE MAJEURE CLAUSE:-** If the execution of the contract/supply order is delayed beyond the period stipulated in the contract/supply order as a

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result of outbreak of hostilities, declaration of an embargo or blockade, or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God then Coal India Limited or its subsidiary companies any allow such additional time by extending the delivery period, as it considers to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by the Coal India Limited and its subsidiary companies, the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended.

- a) The successful bidder will advise, in the event of his having to resort to this clause, by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the causes of the delay, within fifteen days of the occurrence and cession of such force majeure conditions. In the event of delay lasting out of force majeure, WCL will reserve the right to cancel the contract, and provisions governing termination of contract as stated in the bid documents will apply.
- b) For delay arising out of Force majeure, the bidder will not claim the extension in completion date for a period exceeding the period of delay attributable to the causes of force majeure and neither WCL nor the bidder shall be liable to pay extra cost provided it is mutually established that the force majeure conditions did actually exist.

**If any of the force majeure conditions exist in the place of operation of bidder even in the time of submission of bid, he will categorically specify them in his bid, and state whether they have been taken in to consideration in their quotation**

**15 Price Certificate:** A Price Certificate shall be submitted on the body of the invoice as under: "Certified that we have not offered the same products at a price lower than that offered in the present bid in respect of any other ministry/department of the Govt. of India or a PSU. In case we offer the lower prices for same items under similar terms within the validity of this offer to ministry/department of the Govt. of India or a PSU, we undertake to notify such reduction to the buyer and the same will also be applicable against this offer."

**16. Price fall Clause:** You shall undertakes that you have not supplied/is not supplying similar product/systems or subsystems at a price lower than that offer in the present bid in respect of any other Ministry/Department of Govt. of India or PSU and if found at any stage that similar product/systems or subsystems was supplied by the bidder to any other Ministry/Department of the Govt.of India or PSU at a lower price than that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in cost would be refunded by the bidder to buyer, if the contract has already been concluded

**17.: Risk Purchase Clause:**

In the event of failure of the supplier to deliver or dispatch within the stipulated date/period of the supply order or in the event of breach of any of the terms and conditions mentioned in the supply order, Coal India Ltd. or its Subsidiary Companies have the right to purchase the stores from elsewhere after due notice to the defaulting supplier at the risk and cost of the defaulting supplier. In the event of failure of the supplier as detailed above, the cost as per risk purchase exercise may be recovered from the bills against any other supplies pending in the same Subsidiary Co. and also in any other Subsidiary Companies/CIL.

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

- i. When the supplier fails to deliver the materials even after the delivery period is extended on several occasions, on request from the supplier.

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- ii. When the supplier fails to respond to purchaser's request for supply of the materials and fails to provide any reason which is considered to be genuine, for the delay in supply.
- iii. When in the judgment of the purchaser the supplier is unable to execute the order due to various reasons.
- iv. When the materials are urgently required and the supplier fails to deliver the materials within the extended/original delivery schedule.
- v. When the supplier breaches any of the terms and conditions of the supply order and as a result fails to execute the order satisfactorily.

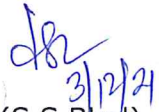
**18 GENERAL TERMS & CONDITIONS:** Unless otherwise specified in the order, the order shall be subject to General terms & conditions as per Annexure-II This order is being placed on the basis of the terms and conditions already accepted by you. Two copies of this supply order are being sent to you. You may acknowledge receipt of the order by sending one copy duly signed and stamped with seal of your company.

All other terms and condition shall be as per NIT

- Encl: 1.Detailed Technical Specification. Annexure - ' I '
- 2.General Terms and Conditions of the supply order Annexure -II
  - 3.Format of BG for Security cum Performance Bank Guarantee - Annexure-III

Yours Faithfully,  
For & on behalf of Western Coalfields Ltd.

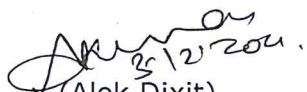
  
(Alok Dixit)  
Dy Manager(MM)


  
(S S Bhal)  
Chief Manager (MM)

Indent Reference : IND/18-19/3160/00004 DATED 03.04.2018 and BC No FA/WCL/CAP/BC/HEMM/12/10/41, Dated. 02.12.2021 for Rs. 1,15,03,830/- only.

COPY TO:

1. GM(Excv)HOD,WCL HQ Nagpur- BC of Rs. 10750987.08 may be provided after one year and before the commencement of AMC
- 2 AGM/SO(MM)/Depot Officer/SO(Excv), WCL Chandrapur Area
3. GM(Fin)I/c-I & II, WCL Hqrs, Nagpur
- 4 i) Shri A K Mohapatra, IFS (Rtd), Flat No 201, Manjusha Manor Plot No N3/382 IRC Village Bhubaneswar-751015
- ii)Dr (Mrs) Nivedita P Haran, IAS (Rtd) 23 IFS Villas P-6 Builders Area Greater Noida UP-201310

  
(Alok Dixit)  
Dy Manager(MM)

  
(S S Bhal)  
Chief Manager (MM)

**Annexure-1**

**TECHNICAL SPECIFICATIONS**

**Introduction:**

These Specifications identify the technical requirements of the Goods and Services, which are the subject of this contract. The Technical Specifications are presented in three parts as follows:

**PART A - Scope of Supply**

**Part B. : General Requirements comprising of the following ( at point 1 to 12):**

- 1) Geography and Climatic Conditions
- 2) Goods (Equipment Simulator, conversion kits)
- 3) Services
- 4) Standards
- 5) Bidder's/ Supplier's Responsibility
- 6) Provisions of Consumables and Spares
- 7) Availability Provisions
- 8) Breakdown & Deemed breakdown
- 9) Time schedule for repair & maintenance
- 10) Composite warranty / guarantee
- 11) Quality Assurance
- 12) After Sales Service

**PART-C: EQUIPMENT SPECIFICATION:**

**Conformity with Specification:**

The Equipment to be provided shall conform to the requirements defined in these parts. Where stated requirements conflict, the order in which the specifications shall prevail is as follows:

- Part A followed by
- Part B followed by
- Part C followed by
- Part D

**Technical Response:**

Bidder shall provide values as in Technical Parameter Sheet (TPS) demonstrating compliance with the purchaser's technical specification, together with full supporting technical literature, description, calculations, graphs, charts, datasheets and attachments. The equipment offered by the bidders will be evaluated technically based on the values provided in TPS and information presented in the bid without reference to extrinsic evidence. Bidders shall provide the information specifically listed in the table **TECH DOCUMENT – UNIVERSAL EQUIPMENT SIMULATOR** of Technical Document.Failure

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

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

**PART-A : Scope of Supply**

**A.1 Equipment Package:**

The supplier is required to provide a complete package of equipment for the supply of universal equipment simulator in an Air Conditioned class set up of adequate dimension, complete in all respect along with conversion kits for simulating the operations of 5-6 CuM Bucket capacity Hydraulic Shovels for opencast (surface) coal mining projects:

The supplier is required to bid for the Equipment Package of Tender document ; including accessories, consumables, training, installation, commissioning and testing at the premises of purchaser.

**Compatibility :** The Equipment Simulator shall have compatibility for simulation of operation of other Make & Model of HEMM so that in future , simulation of any other Make & Model of HEMM also can be done in this Universal Type Equipment Simulator by including additional conversion kits.

**A.2 Supplementary items:**

i. The Universal Equipment Simulator shall be provided with a Tool Box containing necessary tools including any special tool needed for erection, commissioning/ general maintenance / repair/ assembly/ adjustment or changing over kits . The bidder shall provide list of such tools along with the quantity with the offer separately. The bidder has to certify that any other tool if required over and above the list submitted by them shall be provided by the bidder at no cost to purchaser during entire contract Period.

**A.3 Information & Drawings:**

The Supplier shall provide the following manuals at the time of Installation of Universal Equipment Simulator:

**A3.A** Suitably illustrated copies of Technical Literature, operation, repair and maintenance manuals for each type / model of simulator and accessories, written in the English language substantially bound in book form.

• 2 copies along with its soft copy (preferably in CD / Pen drive) to project site where the equipment shall be installed.

• 1 copy along with its soft copy (preferably in CD / Pen drive) to GM [Excavation] / HOD, WCL, Nagpur.

**A3.B** Suitably illustrated copies of detailed spares parts manual for each type / model of equipment and accessories written in the English language substantially bound in book form

• 2 copies along with its soft copy (preferably in CD / Pen drive) to project site where the equipment shall be installed.

• 1 copy along with its soft copy (preferably in CD / Pen drive) to GM [Excavation] / HOD, WCL, Nagpur.

• 1 copy along with its soft copy to GM [MM] / HOD, WCL, Nagpur.

**PART-B. General Requirements:**

**B.1 Geography and Climatic conditions:**

The General ambient condition at WCL's command Area is given below:

Elevation: The natural surface varies from 100 to 1000m above sea level

Climate: The climate is subtropical to tropical, dusty, with a hot and humid atmosphere. Monsoon rains occur in the period from June to October with heavy thunderbolts.

Ambient Conditions

Relative Humidity: Maximum 98 %

Temperature Minimum :0°C

Maximum 50° C

Rainfall: -The mean annual rainfall is 1500 mm. 90 to 95% of which may fall in rainy season.

Wind: - April to September - South to South Westerly

October to AMCh - North Westerly

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Speed - 8 km / hr Average: 100 km/h maximum

**B.2 Goods (Equipment Simulator , its Kits)**

Detailed specifications of the equipment simulator, its kits to be supplied are given in **Part C** of this section

In general, all items shall be:

1. New, unused, of the current design [incorporating latest proven features] and not likely to be discontinued or become obsolete in the near future.
2. Designed and constructed to handle without overload and for the working hours stated, the maximum volumes / rates specified.
3. Designed to facilitate ready access, cleaning, inspection, maintenance and repair of component parts.
4. Designed to facilitate rapid change over of consumable items.

The component parts of all items shall, wherever possible, be selected from the standard ranges of reputed 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 be provided all protection devices. Controls and interfaces for the equipment to operate safely and efficiently. All workmanship and materials shall be of top most quality in every respect. All part and surfaces, which are exposed to corrosive environments, shall be suitably protected to prevent any effects of corrosion or erosion.

**B.3 Services**

**B.3.1 Erection and commissioning:**

The supplier shall be responsible for the erection and commissioning of the equipment at site of WCL. The supplier and its qualified Engineer(s), Technicians shall be responsible for erection, commissioning and any performance testing of equipment. The engineers, technicians shall be responsible for ensuring and certifying that each item of simulator is installed entirely to the supplier' and purchaser's specification.

Commissioning shall include testing of the equipment at maximum rating under normal operating conditions as specified to the satisfaction of the user. In order to give proper service to WCL, suitable free accommodation and transport shall be provided by WCL to the servicing staff of the supplier for initial commissioning and servicing of the equipment. Suitable accommodation subject to availability and at the market rate only shall be provided by WCL during warranty and entire AMC period. The project will provide all facilities like erection tools & tackles supplied along with the equipment, cranes. As regards to manpower, the dedicated manpower shall be provided by the supplier for suitable mandays including Sundays & Holidays, during the erection & commissioning of equipment at site. Moreover, the supplier shall train WCL's manpower, who will be associated during erection & commissioning of simulator for gainful experience for maintenance of the equipment. Power and water as may be reasonably required for erection and commissioning etc. will be available no cost to supplier at each site.

The purchaser will make available to the supplier, at no cost, agreed areas within the site boundary as may reasonably be required by the supplier for the purposes of erecting the equipment and for storage of goods, tools etc. The competent Engineer(s) and specialist technicians shall remain at site following commissioning until all necessary personnel of purchaser are fully conversant with the maintenance and operation of the equipment.

**Lay-Out Drawing :** The supplier shall submit detailed and comprehensive Layout diagram for commissioning / installation of Universal Equipment Simulator including Civil works, Electrical works etc. immediately after receipt of Purchase Order but not later one month of receipt of the same.

**Installation Site:** The entire Simulator Unit along with its hardware and software, Conversion Kits will be installed & commissioned at HEMM Training Institute, Durgapur, Western Coalfields Limited, Distt Chandrapur, Maharashtra (India) positively within 02 (two months) from the date of supply of the material at site.

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**B.3.2 Training:**

The supplier in consultation with the GM, HRD of WCL shall depute experienced personnel to conduct training of engineers, supervisors, technicians and operation personnel of WCL for suitable period from the date of issue of acceptance certificate of the equipment. The training shall cover the following:

- A. The machine system, safety and risk assessment
- B. Universal Equipment Simulator operation and maintenance
- C. Trouble shooting, localization of fault and their remedies covering:
  - 1. Electrical / Electronic system
  - 2. Mechanical system,
  - 3. Hydraulic System
  - 4. Pneumatic system etc.

Detail of software program handling of password Or any other tangible or intangible component, features that might be required for operation, maintenance and safety of Universal Equipment Simulator. Comprehensive training manuals with clear illustration shall be provided to each participant. The training courses shall be conducted in both English and Hindi languages as required.

**B.4 Standards:**

The design, supply, erection, testing and commissioning of all equipment under this contract shall in all respects comply with the requirements of this specification and with appropriate current Indian standards and codes or relevant standards issued by the ISO or any other equivalent international standards.

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.

Any other item(s) not covered in the technical specification and which is essential for better utilisation of universal equipment simulator may be offered.

If the supplier observes that this specification document contains any anomalies, ambiguities, flaws, errors or omissions the supplier shall immediately bring these to the attention of the purchaser.

The supplier shall be responsible for the testing and commissioning of the equipment and ensure that it meets the requirements as specified. The commissioning and setting to work of the whole equipment supply package shall be carried out under the supervision of the supplier in conjunction with purchaser's nominated personnel(s).

**B.6 Provision of Spare parts & Consumables**

**B.6.1.a Availability of Spare parts and consumables :**

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

**B.6.1.b Bought-Out assemblies and sub-assemblies**

The bidder is required to furnish the details of major bought-out items and furnish a certificate therein that " All other major components not identified/mentioned herein are manufactured by the bidder at their works exclusively i.e. the components are proprietary of bidder's firm".

**B.6.2 Provision of Spare parts and Consumables**

**B.6.2.1** Within the contract price the Simulator shall be delivered with recommended consumables, spare parts and electricals etc. required for operation of equipment during warranty period. The bidder shall furnish the complete list of consumable spare parts and consumable with quantity (per year wise) required for smooth operation of the equipment during warranty period of 1 years.

These items shall be delivered in one lot during warranty period of one year.

These items shall be consigned to Depot Officer , Regional Store, Chandrapur Area Maharashtra.

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**B.6.2.2** In the event that the spare parts and consumables including oil, lubricants and fluid, 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 including oil, lubricants and fluid, 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 the final destination.

**B.6.2.3** In the event that the operation of Universal Equipment Simulator 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 no. 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 shall be treated as Breakdown period (the credit for keeping machine available shall not be given to the supplier).

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

**B.6.2.5** Any shortfall in quantity of above items during the period of 12 months, if required beyond 1870 Available working hours, shall have to be supplied by the supplier at extra cost.

**B.6.2.6** The assessment of the requirement of spare parts and consumable including oil, lubricants and Fluid requirements shall be based upon the expected number of working hours per year as defined in the Performance Guarantee Clause in TPS.

**B.6.2.7** After the expiry of warranty period, the left over spare parts and consumables shall be taken by the AMC holder against payment at the same landed cost at which initially purchased by WCL. The cost of same shall be deducted from the monthly payment to the AMC holder.

**B.6.3 Life of the Universal Equipment Simulator, conversion kits:**

The supplier shall quote the life of the Equipment Simulator, its kits being offered and this shall not be less than 10 years from the date of commissioning..

**B.6.4 Life-time Spares:** The supplier shall undertake and guarantee to produce and maintain stock 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 Universal Equipment Simulator beyond the AMC period throughout its working life.

In the event that the supplier wishes to terminate the production (Beyond the AMC period) of such spare parts the supplier shall :

**B.6.4.1** Give not less than 6 months notice in writing of its intention to terminate production in order to permit the purchaser reasonable time in which to procure needed requirement ; and

**B.6.4.2** Immediately following termination provide to the purchaser at no cost manufacturing drawings, material specification and necessary permission to manufacture the spare parts elsewhere.

**B.6.4.3** Any change in Part No. or superseded part number should be informed to the GM (Excv) HOD, WCL headquarter GM (MM), WCL and GM (HRD), WCL wherever the equipment is operating.

In any event the supplier shall not seek to terminate manufacture of spare parts for a period of not less than 10 years from the date of commissioning.

**B.7 Availability Provisions for the Equipment Simulator including its conversion kits during warranty as well as during AMC period.**

**B.7.1 Introduction**

The supplier shall guarantee that the universal equipment simulator 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 availability guarantee here in contained.

**B.7.2 Availability Guarantee / Warranty**

The supplier shall guarantee that the Equipment Simulator along with the conversion kits supplied pursuant to the contract shall be available to the purchaser at the level herein defined to perform to criteria of not less than that defined in the clause C.7 - Performance Guarantee of TPS.

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**B.7.2.2** The supplier shall guarantee that the Universal Equipment Simulator along with the conversion kits shall be available to perform its duty to minimum criteria and to minimum availability percentage level as defined in Technical Parameter Sheet.

The method of assessment applied shall be as follows:

**Method of Assessment:**The following calculation shall determine the availability of the equipment:

% Availability = (Scheduled Available Time –Downtime) x 100

—————  
Scheduled Available Time

Scheduled Available time shall be based on 08 hours on normal working days (5 days in a week) & 04 hours on working Saturdays (6th day of the week) and average working days at HEMM Training Institute, Durgapur of 300 days / year. Scheduled available Time (Shift Hours) in a year is estimated as 2200 Hours .Down time shall mean all hours of work lost due to mechanical, electrical, hydraulic, software or other failure including:

A. Routine servicing and maintenance in accordance with the manufacturers published recommendation including:

Changing spare parts and consumables ;

B. Planned preventive maintenance programs

The supplier shall provide a schedule of maintenance to carry out (A) and (B) above during the warranty period (12 months) / contract and for 108 months thereafter (i.e. AMC period).The purchaser and the supplier shall jointly monitor the practicability of the schedule and will review this schedule periodically.

It shall, however, not include:

1. Damage due to abusive use or incorrect operation method by the purchaser
2. Accident;
3. Strike or stoppage of work by the purchaser's personnel;
4. Natural disaster;

In such case (1,2,3,4), repair will be carried out by the supplier for which cost will be borne by WCL and separate work order will be released for the same.The purchaser will assist the supplier,without relieving the supplier of any other obligations under the contract to achieve the guaranteed availability by:

I. Providing normal and proper maintenance, including preventive maintenance in accordance with the supplier's standard / published recommendations and making all necessary repairs using only spare parts provided by the supplier in accordance with the requirements specified above under "Spare parts Provision".

II. Providing co-operation to all supplier's authorised representatives, complying with all reasonable procedural suggestions to improve efficiency of machine operation or reduce downtime.

III. Where appropriate,providing and maintaining such conditions as proper electrical supply, Reasonable floor conditions etc.

IV Providing supplier's authorised representatives access at all reasonable times to the machine service and repair facilities.

V. Providing requisite manpower (semi-skilled / unskilled) for general maintenance and running repair at site. For major repairs including repair of major assemblies/ sub-assemblies, and recommissioning of the equipment which are breakdown under major repair head, WCL shall provide requisite manpower (semi-skilled / unskilled) and other facilities for maximum time limit of 08 (eight) Hours in a day during general shift.

VI. Maintaining a logbook, wherein the working hours,breakdown time (under supplier's end and purchaser's head separately),maintenance hours, idle time and details of spares and all consumables etc usages shall be recorded. This record will be available for examination and signature by the supplier's representative on daily basis.It will be mandatory on the part of supplier to sign monthly performance report of the universal equipment simulator with customer representative in the 1st week of successive month positively and annual performance report to be signed jointly within a week time after completion of 12 months.

**B.7.3 Effect and Duration of guarantee :**

**7.3.1** This guarantee shall become effective on the day on which the equipment is commissioned at site. Commissioning shall be evidenced by the issue of the purchaser's acceptance certificate.

**7.3.2** This guarantee shall remain effective for warranty period of twelve (12) months and thereafter for

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108(One Hundred and Eight ) months during AMC period from the date of issue of acceptance certificate irrespective of hours worked during the guaranteed period.

**B.7.4 Compensation for Loss of Training Hours/ Not achieving Guaranteed Availability of 85% during warranty period of 01 years :**

In the event that the Universal Equipment Simulator fails to achieve the Availability of 85% or 1870 Available Hours, herein provided calculated over 12 month period, the supplier shall be liable to pay to the Purchaser, as penalty, a sum equal to as indicated hereunder for the equipment:

1% of the delivered price for reduction in every percentage or part thereof from the minimum guaranteed availability subject to maximum of 10% of delivered price in a year in respect of the equipment as clustered under Part C , Sl. No. 1 (Scope) as follows :

Universal Equipment Simulator in an Air Conditioned class set-up of adequate dimension , complete in all respect along with Conversion Kits for simulating the operations of

- a. 60 Ton Capacity Dumpers (BEMLMake -Model/ BH60,KOMATSU- MAKE HD465, and Caterpillar Make - Model/ 773E ),
- b. 5-6 CuM Bucket capacity Hydraulic Excavator Backhoe/ Fronthoe (BEML make- Model /BE1000 & Tata Hitachi make , Model / EX1200.)

**B.7.4.1** The supplier may be given the option on request to modify the equipment simulator including kits, if felt necessary at his own cost, to bring its availability to the guaranteed level within 3 months after expiry of warranty period from the date of commissioning and accordingly the warranty period will be extended for such period required for the modification.

**B.7.4.2** If the Equipment Simulator along with its conversion kits, fails to achieve the required minimum guaranteed availability even after expiry of extended period (calculated including the extended period), the penalty deductions shall be done based on the calculations of achieved availability during the original warranty period (excluding the extended period),

**B.7.4.3** If the availability of equipment fails by more than 10% of the guaranteed availability (even after modification) during the warranty period, the purchaser will have the option to reject the equipment after levying 10% penalty on the landed cost of equipment and the supplier will have to replace the complete / part of the equipment as applicable, at their cost, to meet the guaranteed 85% availability.

**B.8 Breakdown and Deemed Breakdown:**

**B.8.1 Breakdown :** In the event any of the functions of the equipment is not operating to its full functions due to failure of any of its parts / systems (including failure of hourmeter), the equipment will be considered 'Breakdown'.

**B.8.2 Deemed Breakdown:** When due to failure of any of the system the machine is not useable for its full functions, the GM (HRD) on behalf of the purchaser will have the discretion to run the machine at its partial functioning, if he considers so, to avoid any interruption of a running training schedule. Such Breakdown when the equipment is capable of functioning partially, will be considered as "Deemed Breakdown", and hours worked during deemed breakdown will not be accounted to the progressive availability of the machine (i.e. the credit for keeping the simulator available shall not be given to the supplier for the deemed breakdown period). This will include the failure of the hour-meter also; however in the event of failure of hour meter , record of logbook, certified by the GM (HRD) or his nominated executive, will be considered authentic for any accounting purposes.

**B.8.3 Deemed Breakdown during AMC period :**

During AMC period, the deemed breakdown clause will be applicable as defined at Clause B.8.2. However, Running cost will be paid during such period @75% of accepted quoted rate for spares, consumables, hardwares / software maintenance & update, in respect of Equipment Simulator along with its conversion kits , respectively.

**B.9 Time Schedule for repairs and maintenance:**

Normally , repairs / maintenance will be undertaken by the supplier / contract holder (during guarantee / warranty, AMC) on weekdays (except holidays) during working hours of HEMM Training Institute, Durgapur, where the equipment will be installed , i.e. 9:30 AM to 5:30 PM on Monday-Friday and 9:30 AM to 1:30 PM on Saturday.

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However in any extra-ordinary situations , such job may be carried out beyond the stipulated hours by the supplier / contract holder; for which they will have to obtain permission of the GM (HRD) , WCL against a written application,submitted to him in advance.

#### B.10 Composite Warranty / guarantee

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

- a) In accordance with the contract specifications.
- b) The equipments shall have no defects arising out of design, material or workmanship & the complete equipment shall be warranted for 12 months from the accepted date of commissioning. Any defect arising observed on this account will have to be attended immediately and in no case beyond a period of 48 hours.
- c) The supplier must ensure that there is no major breakdown due to manufacturing / design defects during the warranty period of 12 months. In case such breakdown occurs, the purchaser reserves the right to extend the warranty period suitably. The warranty shall cover for total equipment so that comprehensive responsibility lies only with the equipment supplier although components may be supplied by different suppliers to the bidder.

#### B.11 Quality Assurance

B.11.1 The supplier should furnish in detail its quality assurance plan for various stages of manufacture. The quality assurance plan shall comply with an internationally recognised quality assurance standard such as ISO 9001 latest or equivalent.

The bidder should furnish in detail the copies of International certificates regarding quality assurance , Safety standards etc. given to their firm.

B.11.2 The supplier shall provide facilities to purchaser or their authorised representative for progressive inspection during manufacture at his works and furnish all test data 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 shall be at the expense of the purchaser.

#### B.12 After Sales Service:

After sales service should be provided by the supplier directly or their representative / nominated firm providing service backup located in India. Details of such representative / service provider should be provided by the supplier, with supporting documents as regards their experience and capability of understanding such assignment. The representative should be able to provide service support within seven days of intimating the fault.

The bidder will have After Sales Service support facilities in India like Depot / Warehouse for supply of spare parts, Workshop facilities for servicing and repair of assemblies, sub-assemblies and equipment, availability of trained technical manpower etc., training facilities for providing training to WCL personnel during the entire contract period.

In case the bidder does not have the after Sales Service support facilities in India , it will have to submit an undertaking in the prescribed format at Tech Clause B.12 of Technical document of NIT along with its offer that in the event of placement of order on them, they will establish the above facilities in India within 12 months from date of commissioning.

The supplier has to undertake to maintain after sale service throughout the life of equipment i.e. 10 Years including AMC period.

#### PART-C : EQUIPMENT SPECIFICATION OF UNIVERSAL EQUIPMENT SIMULATOR :C.1. Scope of Specification

This specification is intended to cover the technical requirement for the design, manufacture, supply, installation, erection, testing and Commissioning at site of Universal Equipment Simulator and rendering training and services during warranty period, complete in all respect along with Conversion Kits for simulating the operations of :

- a. 5-6 CuM Bucket capacity Hydraulic Excavator Backhoe/ Fronthoe (BEML make- Model /BE1000 & Tata Hitachi make , Model / EX1200.) --- One No for WCL projects to be installed at HEMM Training Institute, Durgapur.

#### C.2. Scope

A. Design,manufacture,supply, installation,erection,testing and commissioning at site of Universal

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Equipment Simulator and rendering training and services during warranty period of 1 Year of Equipment. Universal Simulator complete in all respect along with Conversion Kits for simulating the operations of HEMM as mentioned above in mines of WCL and

**B.** Entering into 9-year Annual Maintenance and Repair Contract (AMC) as per terms of NIT, after the warranty period of 01( One) year.

During Warranty and AMC, for convenience of deployment & operations of the machines, execution of Warranty & AMC, computations of payments, any deductions etc. the above Universal Equipment Simulator shall be :

(a) Universal Equipment Simulator complete in all respect along with conversion Kits for simulating the operations of :

( a ) 5-6 CuM Bucket capacity Hydraulic Excavator Backhoe/ Fronthoe (BEML make- Model /BE1000 & Tata Hitachi make , Model / EX1200.)

All records, logbooks etc will be maintained separately in accordance to the above. Irrespective of whether a conversion kit is deployed with the Universal Equipment Simulator, for guarantee/ warranty and AMC terms, it will be considered as an integral part of the Universal Equipment Simulator.

### C.3. Design Criteria

The Universal type training simulator for HEMM shall be supplied with following facilities & features:

#### Hardware -

**C.3.1 Structural :** Base Framework consisting of Visual Display System , Computer Hardware, an instructor station and a motion base. This also includes software functionality. The base should have a provision for adoption of cabins of different equipment viz - 60 Ton Capacity Dumpers (BEML Make - Model/ BH60 and Caterpillar Make - Model/ 773E/ Komatsu make HD465 ) and 5-6 CuM Bucket capacity Hydraulic Excavator Backhoe/ Fronthoe (BEML make- Model /BE1000 & Tata Hitachi make , Model / EX1200) , which will be rolled and attached to the base as per

**C.3.2 Motion Platform** for operating with local controls per Training needs.

**C.3.3 Mockup of Cabin** with realistic dashboard and controls i.e. Cabin shall contain all the interiors of operator's cabin including control panels, levers / joy sticks, gauges / meters, switches, horn, pedals etc. identical to the corresponding equipment, whose operations are to be simulated. Cabin mock-up will be interchangeable / swappable and can be rolled on base and transport trolleys. The size of the Mock up of cabin should be minimum 2.70m X2.20m X2.50m.

**C.3.4 Suitable front and side colour digital display projection** with High resolution along with rear view mirror inset and projection system with adequate suitable large and wide screens to give 180 Degree of view and to produce real visual effects. No compromise shall be made in number of sizes of the display projection screens in order to produce realistic visual effects including that of rear mirror view.

**C.3.5 Industrial Rack mounted computer system** with suitable capacity UPS, Laser Printer, Monitor, Keyboard, Mouse and Modem for remote maintenance and software updates. UPS shall be for Computer System only.

	Industrial rack mounted Computer with Monotor	4 U Rack mountable Industrial PC, Intel Core i7, 7 <sup>th</sup> generation or higher, Intel Chipset, RAM 16 GB or higher, storage 1TB or higher, Giga bit ethernet , Operating system : 64 bit Windows 10 Professional, Graphics card NVIDEA, GE Force. Monitor Size : 24"
	UPS	2 KVA (Min) with 2 Hours Power Backup for Computer system
	Printer	Laser Printer

#### C.3.6 Power Supply -

The input power rating of Equipment Simulator and its accessories shall be 220~240 Volts OR 415~440 Volts AC,

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50Hz, Single / 3-Phase.

**C.3.7** The simulator shall be equipped with computer loaded with suitable software, monitor(s), printer(s), UPS, instructor cabin and other peripherals as may be required.

**C.4 Generic Software shall consists of following -**

**C.4.a. Instructor Station -**

Main Controlling System to conduct training with one Trainer. The system shall be designed to teach how to control the equipment in such a way as to increase productivity while maintaining a high safety standard. It shall have provision of Trainee Data base with all information. Set number of varieties of HEMM plying in the vicinity of simulating equipment shall be included in the pre-settable lead. The environmental conditions during operation of equipment simulator such as day / night, fog, drizzle / heavy rain, smoke, dust etc. shall be set up. Setup number of vehicles in circuit, load and dump conditions. It shall capture typical operator errors to reinforce and follow-up towards correct machine operation. It shall exhibit training scenarios like engine / machine fire, failure of a particular part, slippage of track chain, operation in restricted galleries. It shall assess the trainee response in progressive and random manner and generate printable reports which will help the instructor to identify the weaknesses, evaluating the training of new operator and evaluating the experienced operators. It shall generate Real time graphs, categorized reports (for different level of operator) and recording / replaying of trainee sessions. It shall carry out detailed analysis and evaluation (gradation). It shall be provided with free camera to enable instructor to select any angle to see the operating scenario. Localisation: Application is provided with facility to adapt new languages.

**C.4.b. Visual Console System-**

3D Imagery of the photo of the realistic open cast mine of WCL command area. It shall provide emergency response experience. Different loading and marching setting: Various sequences of operational cycle, including loading on dumper by Excavator to prevent any wheeled equipment from inadvertent rolling in case of reverse motion), face preparation for trouble-free operation of excavator. It shall have provision to train the trainee to drive in night, in dusty / smoky, foggy environment. Ability to set different climatic conditions. It shall have provision of Rear-View camera at suitable location(s) on equipment. Ripping areas to loosen the soil. One view for the instructor to visualize the performance of the trainee. All warning instructions normally HEMM operators come across while operating in an OCP shall be visible. Various effects like sparks, coal particles, dusts etc while operating equipment shall be visualised on the screen. Suitable software inputs to simulate any emergency in respect of hardware such as breakage of wire ropes, track chain, different electrical tripping, overheat of engine, torque converter noisy and alarming sound indicative of malfunctioning of equipment requiring emergency control / action. Emulation of procedure if trainee is struggling to find a specific procedure.

**C.4.c. Input / Output System -**

It shall have simulation of all the controls required for training with the provision to accommodate any subsequent change or update or development in control system implemented by respective OEMs for the equipment for which the simulators have been tendered. It shall communicate data between software and hardware.

**C.4.d. Controls -**

It shall have realistic controls with authentic OEM controls and instruments. The control levers / joy sticks, control pedals, control switches, any other control etc. same as operator's cabin of that HEMM.

**C.4.e. Motion Platform**

It shall have minimum 6 Degrees of freedom (Electro-Mechanical) for the realistic motion. The motion platform shall be capable of imparting training to the operators with gradual increment in degrees of freedom. It shall have In-House Motion Platform, base plate for mounting operator's cabin, seats and controls. It shall simulate the operations / operating conditions of the equipment as mentioned above. Other conditions to be simulated should include rain, fog, dust, night operations, slippery condition, fire hazards, in cabin sound effects etc. The motion platform should simulate dynamic effects transferred on operator's seat during the operation.

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Mechanical Specifications		
	Architecture	6 Degree of freedom
	Actuation	Fully Electric
Performance Specification(Minimum)		
1	Surge (Displacement/ velocity/ acceleration)	+/- 65mm, +/- 100mm/s, 0.3G
2	Sway (Displacement/ velocity/ acceleration)	+/- 65mm, +/- 100mm/s, 0.3G
3	Heave (Displacement/ velocity/ acceleration)	+/- 65mm, +/- 100mm/s, 0.3G
4	Yaw (Displacement/ velocity/ acceleration)	+/-15°, +/- 15 <sup>o</sup> s, +/- 150° s <sup>2</sup>
5	Pitch (Displacement/ velocity/ acceleration)	+/-10°, +/- 15°/ s, +/- 150° s <sup>2</sup>
6	Roll (Displacement/ velocity/ acceleration)	+/-10°, +/- 15°/ s, +/- 150° s <sup>2</sup>

#### C.4.f. Projection System

It shall be equipped with Quality colour digital display projection with high resolution along with rear mirror view inset and Projection System as with screens to give 180 degrees of view & rear mirror view to produce real visual effects. It should be a DLP laser projector with DLP full HD projection system having resolution of Minimum 1920X1080 pixels, 16:9, brightness of minimum 4000 ANSI Lumens and contrast ratio of minimum 2000000 : 1. The projection system shall consist of minimum Four (4) projectors with suitably large and wide screens to give 180 degree of view and to produce real visual effects. No compromise shall be made in number or sizes of display projection screens in order to produce realistic visual effects including that of rear mirror view.

#### C.4.g. Audio System

High fidelity 3D (directional) audio systems for the realistic sound effects as necessary for the simulation of operations. Instructor can relay instructions to the trainee. It shall be independent for each conversion kit for independent and simultaneous operation. A microphone, both remote & cordless type (shirt mounted) and stationery (stand mounted) along with loudspeaker shall be provided.

C.4.h Software updates: Free of cost periodic software updates with the latest software applicable for the tendered item and being sold by the company and regular technical support through e-mail, phone, fax during warranty and comprehensive AMC period.

C.4.i Software maintenance: Remote maintenance of software and software updates, as may be required

C.4.j Backup Memory Support & Anti-virus provisioning: Backup Memory support system for data capture throughout training & its storage facility are to be provided; also security, firewall & anti-virus software are to be provided to protect training data.

#### C.5 General Instructions :

C.5.a Any other additional software, if required shall be provided by the bidder.

C.5.b The logo of Coal India Limited and the words "WESTERN COALFIELDS LIMITED" should be prominently written by synthetic enamel paint at suitable places on the main simulator unit and the mock-up cabins.

C.5.c Lightning arrestor, earthing provisions and all such safety devices that may be required shall be provided.

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**C.5.d** Control Panel including isolators, circuit breakers / switch gears along with all necessary protective / safety devices related to input power supply.

**C.5.e** Tool box containing all necessary tools including any special tool needed for maintenance / repair / Adjustment or changing over of kits.

**C.5.f** All consumable items as may be required for installation & commissioning the Equipment Simulator.

**C.5.g E-Learning System** - It shall teach the trainees the basic and terminology of specific equipment. The e-learning is delivered at the site and via world wide web (Online). The activated simulator can accommodate upto 10 persons training at the same time, instead of a single person as in the case of conventional training simulator.

It shall consist of a monitoring station allowing to view the real time operator session on other screen. The clone view will be displayed on a display system for live display for the operator's sitting in the waiting Area. The display system shall be DLP laser projector with DLP full HD projection system having resolution of Minimum 1920X1080 pixels, 16:9, brightness of minimum 4000 ANSI Lumens and contrast ration of minimum 2000000 : 1. The Screen size shall be 2.5 -3.0 m.

**C.5.h Walk around inspection Training Systems** - It shall teach the trainee as to how to perform a walk-around inspection. The trainee shall be able to visually inspect a virtual machine that has been set up with specific faults.

**C.5.i Pre-Simulators** - It shall teach the trainee the controls of a specific equipment, to avoid delay in imparting training to trainer on the main Simulator.

**C.5.j Training Simulators** - It shall submit the trainee to training scenario, ranging from easy to difficult situations. It shall teach the trainee how to handle the equipment during emergency. Operator cabin are Modular units resembling specific HEMM viz Dumper, Hydraulic Excavator. It should be similar to OEM supplied operator cabin with real OEM components, machine controls and instruments like joy sticks, switches, pedals etc. It shall also include software functionally specific to the real equipment that is being simulated.

**C.5.k. Options for training to be conducted remotely with Virtual Reality and cloud-based solutions:**

Provision for remote/ pandemic proof internet-based operator training shall be made with necessary checks, balances and record keeping. The tendered simulator shall be equipped with Virtual reality Headset with VR software module for simulation in Real time, networked appropriately for training to be conducted remotely.

## **C.6 Other Requirements**

### **C.6.a**

The Simulator shall have a 6- Degrees of freedom motion base, so as to be able to simulate dynamic effects like Front-thrust due to breaking back thrust due to acceleration, side thrust due to turning and cabin jerks etc. It shall be able to simulate in-cabin sound effect. It shall also be able to simulate different operating conditions like rain, fog, dust, night-operations, slippery road conditions, fire hazards etc.

### **C.6.b**

It shall be able to generate the reports indicating competency level achieved by trainee and weak area that needs improvement. The quoted simulator shall be designed to train and evaluate correct excavating techniques, as well as correct equipment driving / propulsion methods.

### **C.6.c**

The simulator software shall contain self-learning tutorials. It shall be equipped with data recovery software & trouble shooting tools.

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**C.6.d**

The supplier shall have the responsibility to run the supplied equipment simulator trouble-free for which they may have tie-up with the respective OEMs of equipment, if required for Simulator Software, hardware and up-gradation requirements for the models of the HEMM for which offers are submitted.

**C.6.e**

The equipment Simulator and its hardware shall have compatibility for simulation requirements of any other make & models of HEMM, so that future simulation requirements of any other makes & models of HEMM can also be done in this Universal Simulator.

**C.7 Performance Guarantee:** The maximum scheduled shift hours of the Universal Equipment Simulator shall be 2200 (two thousand two hundred) Hours per year.

Expected Available working hours in a year is 1870 Hours at 85 % Availability. The expected working Hours of the simulator in a year is 1200 -1500 Hrs.

C.7.1 In accordance with the provision of clauses B.7.2 and B.7.3 of the TPS, the bidder shall guarantee that the annual availability (calculated over each 12 month period) during the warranty, as well as during every year of the AMC period, shall not be less than 85% from the accepted date of commissioning i.e from the date of commissioning.

**C.8 Inspection:** Material are subject to inspection by the purchaser before dispatch. The materials may also be subject to stage inspection by a third party nominated by WCL for the purpose. Final inspection shall, however, be carried out at the consignee's end.

**C.9 Information To Be Provided By The Bidder / Supplier**

**C. 9.1 General :**

**C.9.1.a.** Bidder is to upload authenticated scanned document showing number of simulator supplied pertaining to any of the tendered equipment / any simulator of HEMM or Simulators required for training in Aviation, Shipping & Railways sectors, during last 05 years as on the date of opening of tender. The information shall be given in the format as provided in the Tableblow:

S. No	Company/ Client Name & Location	Supply Order No & Date	Qty	Equipment	Make	Model	Capacity

**C.9.1.b.** Bidder is to upload authenticated scanned document of Details of nearest Depot / warehouse and Service Facility available in India for the present offer in the format given in :

Major Depot / Warehouse			Service Facility		
Location with Complete Address	Name and Contact No	Inventory value (Approx.)	Location	Type of facility Available	No of Engineer

**C.9.1.c** Bidder is to upload authenticated scanned document of Details of erection programme for the bid.

**C.9.2 Technical Details**

**C.9.2.a** Bidder is to upload authenticated scanned documents of Schematic layout drawings of the entire machinery to be installed, showing fitment of each major component, indicating measurements etc

**C.9.2.b** Bidder is to upload authenticated scanned documents of Detailed technical descriptions of the Equipment Simulator.

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C.9.2.c Bidder is to upload authenticated scanned documents of Details of major bought-out assemblies and sub-assemblies including name of manufacturer along with their complete address .

C.9.2.d Bidder is to upload authenticated scanned documents of Comprehensive commercial literature with specifications

**PART D :ANNUAL MAINTENANCE AND REPAIR CONTRACT (AMC).**

**PART-D.1:**

**SCOPE OF MAINTENANCE AND REPAIR CONTRACT (AMC) FOR EQUIPMENT SIMULATOR INCLUDING THE CONVERSION KITS.**

**D.1.1 SCOPE –**

The supplier / manufacturer (hereinafter called as Supplier/ AMC Holder) will undertake responsibility for maintenance and repair of the Universal simulator till the end of the contract period. The following conditions will prevail on the AMC-holder.

**D.1.1.a** The contract will be for a period of Nine (9) years after expiry of warranty period of 01 year of the equipment. It is a lifetime maintenance contract for the equipment on mutually agreed terms.

**D.1.1.b** Input power as applicable, shall be provided by WCL.

**D.1.1.c** The AMC holder shall be responsible for supply of applicable soft wares, spares including sub-assemblies / assemblies and all other consumables such as electrical items etc., as applicable required during the entire contract period. Providing any hardware/ software/software-updates as may be required during the said period shall also be the responsibility of the AMC holder. WCL shall provide Power only.

**D.1.1.d**the contract will include running repairs, scheduled maintenance, major repairs/ overhauling of assemblies, sub-assemblies, and also maintenance / updating of software in accordance with the upgration in type and model of the equipment.

**D.1.1.e** Stock of spares & consumables as may be required during AMC period shall be under the custody of AMC holder and will be provided by their representative as and when required. For this they will be provided suitable storing space by WCL near the training center.

**D.1.1.f** Collection of failed assemblies / sub-assemblies and replacement with new one and / or keeping float assemblies and sub- assemblies in ready to use condition at site shall be the responsibility of AMC holder.

**D.1.1.g** AMC Charges for Spares / Consumables / hardware / software maintenance & updates as well as charges for overhead / supervision shall be applicable after the expiry of warranty period of the equipment.

**D.1.1.h** The supplier shall be entitled to take back the rejected / scrap items during the AMC period.

**D.1.1.i** Following facilities only will be provided by the user to the AMC-Holder –

- a. Electricity
- b. Equipment washing / cleaning facilities.
- c. Suitable covered and unfurnished warehouse and space for office.
- d. Medical assistance, on payment.
- e. Crane or other handling equipments if required subject to availability.
- f. Internet facility as and when required.

All other facilities are to be provided by the supplier / AMC -holder.

**D.1.1.j**The bidder shall furnish the details of services to be provided during the contract period, which shall also include the training and maintenance schedule etc.

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D.1.1.k Up-keeping of the equipment simulator along with the conversion kits, for ready-to-use for training will be the responsibility of AMC-holder.

D.1.1.l AMC-holder will be solely responsible for providing safety gadgets & items to the personnel engaged by them.

D.1.1.m **General Security arrangement** - Security arrangement as available for assets of WCL shall also be extended to the equipment covered against this contract.

#### D.1.2. MANPOWER

The AMC-holder shall indicate the number of officers / support personnel and system expert to be deputed at WCL site for supervision of maintenance of the equipment and coordinating AMC. The qualification and designations of all such personnel / staff shall also be indicated.

#### D.1.3. AVAILABILITY PROVISIONS

The AMC-holder shall guarantee that the equipment shall be available to perform its function at least to minimum criteria and to minimum availability percentage level as defined in Performance Guarantee Clause C.7. The method of assessment applied for calculation of availability shall be as per clause under "Availability Provisions during warranty & AMC (clause. B.7.2.2)".

**Deemed Breakdown:** When due to failure of any of the system the machine is not useable for its full functions, the GM (HRD) on behalf of the purchaser will have the discretion to run the machine at its partial functioning, if he considers so, to avoid any interruption of a running training schedule. Such Breakdown when the equipment is capable of functioning partially, will be considered as "Deemed Breakdown", and hours worked during deemed breakdown will not be accounted to the progressive availability of the machine (i.e. the credit for keeping the simulator available shall not be given to the supplier for the deemed breakdown period). This will include the failure of the hour-meter also; however in the event of failure of hour meter, record of logbook, certified by the GM (HRD) or his nominated executive, will be considered authentic for any accounting purposes.

Deemed Breakdown during AMC period:

During AMC period, the deemed breakdown clause will be applicable as defined at Clause B.8.2. However, Running cost will be paid during such period @75% of accepted quoted rate for spares, consumables, hardwares / software maintenance & update, in respect of Equipment Simulator along with its conversion kits, respectively.

#### D.1.4. MAINTENANCE OF RECORDS

The following reports are to be generated by the AMC-holder and submitted to the same to the GM (HRD), WCL or any other official as may be named by him.

Equipment Logbooks indicating actual working hours per shift, breakdown hours on account of purchaser and supplier with reasons for breakdown, maintenance hours, idle hours with details of spares and consumables etc. usages shall also be recorded. This record shall be maintained jointly by the representative of WCL and AMC-holders. The logbook shall be jointly signed. This shall be the basis to arrive at equipment availability and utilization of Universal Simulator (along with conversion kits) and for making payment thereof.

The Simulator should be provided with hour meter to record working hours of operator console including simulation software. It will be the responsibility of the AMC-holder to keep the hour meter in working order. For all purposes, i.e. availability & utilization calculation, preventive / scheduled maintenance etc. hour meter recording will be considered. In the event, hour meter fails to work, equipment shall be treated as breakdown in accordance with the Breakdown & Deemed Breakdown clauses B.8.1 to B.8.3, till the hour meter is replaced.

Monthly records of hours of the equipment simulator, its conversion kits.

#### D.1.5. RESOLUTION OF DISPUTES

The purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiations any disagreement arising between them in connection with the contract.

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**D.1.6. SPECIAL CONDITION**

(i) The AMC-Holder shall handover the equipment in good running condition to WCL after completion of MAINTENANCE AND REPAIR CONTRACT. If the monthly availability for any of the last 6 months during the final year of AMC contract falls below 85 Percent, A joint survey report of the machine will be concluded before expiry of the contract & the AMC-Holder shall replace the outlived Spare Parts & Softwares with new ones and overhaul the Assemblies / Subassemblies, which would require overhauling before handing over the equipment to WCL.

In case AMC Holder fails to meet its obligations towards the contract, WCL reserves its right to short close the Maintenance and Repair Contract at any stage during the pendency of the contract after levying suitable penalty as deemed fit.

This is a complete 9 years Annual maintenance Contract after completion of 01 year of warranty period (for expected life of 10 Years) on mutually agreed terms.

**PART-D 2 : COMPENSATION, PAYMENT MODALITIES AND PRICE BASIS FOR AMC**

D.2.1. Compensation for loss of training hours during AMC period: In the event that the Equipment fails to achieve the Availability (as defined in Performance Guarantee clause C.7) calculated over 12 month period, in each of the years under AMC, the supplier shall be liable to pay to the Purchaser, as penalty, a sum equal to as indicated hereunder for the equipment :

1% of the delivered price for reduction in every percentage or part thereof from the minimum guaranteed availability subject to maximum of 10% of delivered price in a year, in respect of the equipment as clustered under clause C.1, sl. no. 1 (Scope) as follows:

(a) Equipment Simulator, in an Air conditioned class setup of adwquate dimension, complete in all respect along with conversion kits for simulating the operations of :

(i) 5-6 CuM Bucket capacity Hydraulic Excavator Backhoe/ Fronthoe (BEML make- Model /BE1000 & Tata Hitachi make , Model / EX1200)

**D.2.2. MAXIMUM AVAILABLE SHIFT-HOUR & ESTIMATED WORKING HOUR:**

a. Maximum available shift-hour in a year is 2200 hrs, considering operation of one shift of 8 hours on normal working days and 4 hours on working Saturdays, and 300 working days / year.

b. Estimated Minimum Available working hours in a year is 1870 Hours Availability 85%)

**D.2.3. PAYMENT**

During the AMC period, the purchaser will pay quarterly AMC charges as detailed hereunder:

(a) "Overhead & Supervision Charges" during a quarter = Charges towards Overhead & Supervision per hour x Available hours during the quarter. The charges towards Overhead & Supervision per hour shall be derived by dividing the annual overhead & supervision charges (as quoted by the bidder at column 3 in the price basis) by the minimum guaranteed available hour in a year. e85% of 2200 = 1870 hours.

(b) "Running Cost" (which includes cost of spares, consumables, hardware, software maintenance/update etc.) during a quarter = Charges towards "Running Cost" per hour as quoted by the bidder at column 5 in the price basis format) x Working hours during the quarter.

(c)

i. Quarterly AMC charges payable  
= Quarterly Overhead Cost (a) + Quarterly Running Cost (b)  
= (a) + (b)

ii. Any penalty / deductions as will be computed as per the terms & conditions will be levied on the Quarterly AMC charges.

iii. Any adjustments as may be computed on the cumulative figures at the end of a year will be made in

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the last quarterly bill of a year.

iv. The above quarterly AMC charges shall be payable on the basis of the rates quoted for the ranges of Available hours as well as Working hours indicated in PRICE BASIS, irrespective of operational year indicated therein.

v. AMC charges shall be payable on quarterly basis within 30 (thirty) days from the date of receipt of duly accepted bill.

#### D.2.4. PRICE BASIS:

i) Bidders shall quote -

(i) the Hourly rate of Running cost for spares including subassembly / assembly, consumables including , hardware, and software maintenance/ update and

(ii) the Annual Overhead and supervision charges for the subject Equipment Simulator including the conversion kits in Indian Rupees (INR) as per the price format given at **ANNEXURE – X** ; based on the minimum guaranteed available hour and the estimated working hour as furnished at clause D.2.2 :

ii) Bidder shall quote the running cost of spares including subassembly / assembly, consumables including hardware and software maintenance / update per hour exclusive of CGST / SGST / IGST / GST Cess but inclusive of all other Taxes & Duties. The bidder should clearly mention the rate of GST applicable to be shown separately in the AMC monthly bill at the time of payment. For the evaluation of Tenders, the amount of set-off of Input Tax credit allowed as per GST Act against GST payment shall be reduced for deriving the total AMC charges

( at the time of evaluation of tenders). In case the bidders don't indicate the GST rate, for evaluation of tenders, the same shall be loaded at the maximum applicable rate without any reference to the bidders. However, GST shall be payable at actual, as applicable, at the time of supply of supply of above items.

iii) Similarly the Overhead charges including Supervision shall also be quoted exclusive of CGST / SGST / IGST / GST Cess, but bidders should indicate the present applicable Service Tax rate. In case the bidders don't indicate the present applicable GST Rate, the same shall be loaded at the maximum applicable rate without any reference to the bidders. However, GST shall be payable, as applicable, during the relevant AMC period.

iv) Bidder will submit a certificate from Practicing Chartered Accountant that prices of material is net of input tax credit.

#### D.2.5 Taxes & Duties:

1) The AMC-holder shall be entirely responsible for all taxes including GST, Stamp duties and other such levies imposed outside the purchaser's country. The AMC-holders(s) shall also be liable to pay the income tax on the salary of their expatriate personnel. The AMC-holder(s) for this purpose are requested to make themselves aware of the Indian Tax Laws.

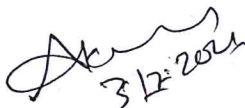
2) Bidder will issue GST invoice as per the provision of section 31 of CGST Act , 2017 read with Rule 46 of CGST Rule, 2017 by treating the same as composite supply and tax liability will be determined as per the applicable provision of GST Act.

3) While quoting the running cost per hourly for spares including Subassembly / assembly, consumables including hardware, and software maintenance/ update in Indian rupees, the bidder shall also indicate the following:

a) CIF value of the Imported content, if any, both in Indian Rupee and in the specified foreign currency indicating the date of application of the Exchange Rate.

b) Average Rate of Custom Duty on Imported component taken for computation of the prices.

c) Rate of Exchange taken for computation of the prices.

  
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3) Price Variation during AMC

Bidders shall have to quote Firm prices for AMC only.

NOTE : Bidder shall furnish the break-up of price of Universal Equipment Simulator, its Conversion Kits for the purpose of evaluation, as well as execution of warranty terms and computation of payments / deductions (if any) during Warranty / AMC .

Bidder is to upload authenticated scanned documents of all the documents listed in table under heading **TECH DOCUMENT- UNIVERSAL EQUIPMENT SIMULATOR** of Technical Document in folders named as **TECH DOCUMENT A** and **TECH DOCUMENT B**. For ease in searching, the bidder will also upload a scanned **INDEXED CONTENT** indicating documents as detailed in table **TECH DOCUMENT- UNIVERSAL EQUIPMENT SIMULATOR**. All the two folders i.e **TECH DOCUMENT A** and **TECH DOCUMENT B** must contain at least one (01) document.

Similarly Documents listed in table under heading "**PROVEN NESS DOCUMENT- UNIVERSAL EQUIPMENT SIMULATOR**" shall be uploaded in folder named as "**PROVE DOCUMENT**".

**E. OTHER TERMS AND CONDITION**

1. PROVENNESS CRITERIA:

(a) The equipment to be offered by the tenderer shall be considered proven provided the quoted model/ similar equipment must have been supplied, during last 5 years from date of tender opening, to the Mining Industry and/or to the other Industries (Private or Government/ Public Sector Undertaking – Indigenous or Global) and performed satisfactorily for a period of not less than one year from the date of commissioning.

To substantiate above, the bidder need to submit –

Self-attested copy of supply order received in the past for the type and model of the equipment offered, supplied during last 5 years from date of tender opening, from Mining Industry and/or from the other Industries (Private or Govt./Public Sector under taking Indigenous or Global). as per provenness criteria above.

&

Self-attested copy of satisfactory performance certificate against the submitted supply orders (i.e.) 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 equipments 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. The details of format for self-certification are given in Annexure 14 of NIT.

"**Similar Equipment**" shall be such equipment, which fulfills the following:

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

Acceptance Criteria for Similar Equipment:

If the bidder claims provenness of the quoted model based on similar equipment as defined above and the similar equipment has performed satisfactorily for a minimum period of one (01) year from the date of commissioning, then the offer may be accepted subject to following conditions:

The firm shall be required to furnish additional Performance Bank Guarantee of 100% of the total landed value of equipment along with spares & consumables for warranty period. The additional 100% Performance Bank Guarantee shall be returned only after satisfactory performance of the equipment supplied for one year from the date of commissioning.

(b). 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 NIT.

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~~(i) Definition of "Similar" : "One that simulates functional operations, visual effects, in motion dynamic effects, sound effects, accidental or other adverse situation of heavy equipment deployed in mining, Marine, Railways and Aviations etc."~~

~~(ii) Similar equipment means:~~

~~a) Performs almost identical operations as the quoted model.~~

~~b) Should be equal to or higher than tendered capacity.~~

~~c) Uses sub-components, sub-systems and major sub-assemblies of substantially similar design and construction to the model quoted only ratings/specification may differ (Lower of Higher)~~

**B. Submission of documents:**

~~1. The bidders shall upload scanned copies of supply orders, signed and stamped by the Original Equipment Manufacturer, as per provision of provenness criteria, received by them from various customers against which the bidder has claimed proven status as per provision of proven criteria.~~

~~In case bidders are not in a position to submit the past supply order copies due to legal obligation (duly supported by relevant documentary proof), a scanned copy of such laws should be enclosed along with the offer for claiming exemption from submitting the supply order / contract copies and in such cases the bidder should enclose a Customers List in support of quoted model of equipment duly signed by the Original Equipment Manufacturer, clearly indicating the Customer Name & Address, Contract No. & date, Machine Sl.No. Model of supplied equipment, date of commissioning, guaranteed annual availability as spelt out in supply order / contract if available and actual annual guaranteed availability achieved, for a minimum period of one year from the date of commissioning for each of the supplied equipment during the last 05 years as on date of opening of tender.~~

~~2. Bidder to upload scanned copies of commissioning certificates of Simulator, issued by the respective end users, duly signed by the Original Equipment Manufacturer / Original manufacturer of HEMM Simulator against which the bidder has claimed to be proven bidder as per proven criteria of NIT.~~

~~3. The bidders should upload scanned copies of the performance report(s) of the end users for above orders duly signed and stamped by the Original Equipment Manufacturer / Original manufacturer of HEMM Simulator. However, WCL reserve the right to verify the above or get the performance directly from the concerned buyers / customers / end users of the simulator. It will be the responsibility of Bidder to facilitate their resources to get the performance from the end user.~~

~~4. The bidder shall give a self-certification duly Ink signed by OEM / Original manufacturer of HEMM Simulator, along with the offer confirming that the simulator against which proven status is being claimed, has performed satisfactorily for a minimum period of 01 year from the date of commissioning and the desired parameters of the performance 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 copy eWCLosed by them along with their offer to establish their proven status for the quoted simulator.~~

~~In case Authorized Agent is submitting the offer on behalf of the Original Simulator Manufacturer, self-certification duly signed and stamped by the principal (i.e. Original Simulator Manufacturer) is to be uploaded regarding performance as mentioned above.~~

**C. Inspection Clause:INSPECTION AND TESTS:**

~~i) The purchaser or its authorized representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes.~~

~~ii)The inspections and tests may be conducted on the premises of the supplier or its subcontractors), at point of delivery and/or at the goods final destination when conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, iWCLuding - access to drawings and production data, shall be furnished to the inspectors at no charge to the purchaser.~~

~~iii) Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods and make all alternatives necessary to meet specification requirements free of cost to the Purchaser.~~

~~iv) The Purchaser's right to inspect, test and, where necessary, reject the goods after the Goods arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been~~

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inspected, tested and passed by the Purchaser or its representatives prior to the Goods shipment from the country of origin.

v) Materials are subject to inspection by the purchaser before dispatch. The materials may also be subject to stage inspection by a third party nominated by WCL for the purpose. Final inspection shall, however, be carried out at the consignee's end.

vi) Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.

vii) The purchaser shall, at its discretion, have the right to test the ordered material in a Government Test House or in a test house nominated by the purchaser. In case of failure of the material after testing, the cost of tests as well as of the material shall have to be borne by the supplier.

**D. Delivery Schedule :**

The required delivery schedule for **tendered quantity of** Equipment along with accessories, consumable spares and consumables for the warranty period of the equipment will be as follows:

(C) Equipment along with Accessories and spares parts and consumables required for 01 Year of warranty period of Equipment:

01 SET consisting of 2 No of HEMM Module- Simulator shall be supplied within **09 months** from the date of issue of Supply Order.

Delivery of spares parts and consumables for the warranty period of the equipment shall be made as specified in TPS clause No B.6.2

(D) The delivery period will be counted from the date of issue of order. The date of receipt of materials by the consignee will be considered as the date of delivery. Failure to supply the equipment within the delivery period will attract liquidated damages as per the relevant clause of this order.

E. **Erection and Commissioning:** The entire equipment simulator unit along with its hardware and software, conversion kits will be installed & commissioned at HEMM Training Institute, Durgapur, Chandrapur, Maharashtra (India) within 02 (Two) months from the date of supply of the material at site.

**F. COMPOSITE GUARANTEE/WARRANTY-**

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

a) In accordance with the contract specifications.

b) The equipments shall have no defects arising out of design , material or workmanship & the complete equipment shall be warranted for 12 months from the accepted date of commissioning. Any defect arising observed on this account will have to be attended immediately and in no case beyond a period of 48 hours.

c) The supplier must ensure that there is no major breakdown due to manufacturing / design defects during the warranty period of 12 months. In case such breakdown occurs the purchaser reserves the right to extend the warranty period suitably as per the TPS clause no B.10.

**G. PERFORMANCE BANK GUARANTEE:**

The successful bidders shall be required to furnish the Performance Bank Guarantee as detailed below:

Performance Guarantee : The maximum scheduled shift hours of the Universal Equipment Simulator shall be 2200 (Two thousand two hundred) Hours per year.

Expected Available working hours in a year is 1760 Hours at 80 % Availability. The expected working Hours of the simulator in a year is 1200 -1500 Hrs.

C.7.1 In accordance with the provision of clauses B.7.2 and B.7.3 of the TPS, the bidder shall guarantee that the annual availability (calculated over each 12 month period) during the warranty, as well as during every year of the AMC period, shall not be less than 80% from the accepted date of commissioning i.e from the date of commissioning.

In the event that the Universal Equipment Simulator fails to achieve the Availability herein provided, calculated over 12 month period, in each of the years under AMC, the supplier shall be liable to pay to the Purchaser, as penalty, a sum equal to as indicated hereunder for the equipment :

1% of the delivered price for reduction in every percentage or part thereof from the minimum guaranteed availability subject to maximum of 10% of delivered price in a year, in respect of the equipment as clustered under clause C.1, sl. no. 1 (Scope) as follows:

Universal Equipment Simulator, in an Air conditioned class setup of adwquate dimension, complete in all respect along with conversion kits for simulating the operations of :

(i) 60 Ton Capacity Dumpers (BEMLMake -Model/ BH60, Komatsu Make-Model/HD465 and Catterpillar Make - Model/ 773E ),

( ii) 5-6 CuM Bucket capacity Hydraulic Excavator Backhoe/ Front hoe (BEML make- Model /BE1000 & Tata Hitachi make , Model / EX1200)

**H. Erection and commissioning**

**ERECTION & COMMISSIONING:**

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The supplier shall be responsible for the erection and commissioning within the period specified in the Delivery Clause of NIT. However, the purchaser will assist in providing necessary erection tools & tackles etc. 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 delivered/landed price of the equipment along with accessories per week or part thereof for the delayed period subject to a maximum of 10% of the delivered/landed price of equipment along with accessories. Wherever felt necessary, the limit of 10% can be increased to 15% at the discretion of Head of the Materials management Division of WCL.

In case there is delay in erection & commissioning on account of WCL, the period of delay (on account of WCL) shall not be counted for levy of liquidated damages

ANNEXURE – “II”

#### GENERAL TERMS AND CONDITIONS OF SUPPLY OF STORES

##### 1. Definition;

In the interpretation of the Contract and the general and special conditions governing it unless the context otherwise requires:

1. “Contract” means the invitation of tender, instructions to tenderers, acceptance of tender, particulars and

the general and special conditions specified in the acceptance of tender and includes a repeat order which has been accepted and acted upon by the supplier.

2. The term “SUPPLIER” shall mean the person, firm or company with whom the contract is placed and shall be deemed to include the supplier in successors (approved by the Purchaser) representatives, heirs, executors, administrators and permitted assignee as the case may be.
3. “CONTRACT PRICE” shall mean the sum accepted or the sum calculated in accordance with

  
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- the price and / or terms accepted by or on behalf of the purchaser.
4. The Chairman – cum Managing Director means Chairman – cum Managing Director of Western Coalfields Limited, Nagpur
  5. The term DRAWING shall mean the drawings, the plans specified in or annexed to the schedule of specification.
  6. The term “PURCHASE EXECUTIVE” shall mean the purchaser or purchaser named in the schedule to the tender, his or their successors or assignees.
  7. The term INSPECTOR shall mean any person nominated by or on behalf of the purchaser to inspect supplies, Stores or works under the contract or his duly authorized agent.
  8. The term PROGRESS OFFICER shall mean any person nominated by or on behalf of the purchaser to visit supplier’s works to ascertain the position of deliveries of stores purchased.
  9. The term MATERIALS shall mean anything used in the manufacture or fabrication of the stores.
  10. The term PARTICULARS shall mean the following :
    - a. Specification
    - b. Drawing
    - c. Sealed pattern denoting a pattern sealed and signed by the inspector
    - d. Certified or sealed sample denoting a copy of the sealed patter or sample sealed by the purchaser for guidance of the Inspector.
    - e. Trade pattern denoting a standard of the ISI or other standardizing authority of Western Coalfields Limited and / or a general standard of the Industry and obtainable in the open market.
    - f. Proprietary make denoting the product of an individual manufacturer
    - g. Any other details governing the construction, manufacturer and or supply as existing in the contract
  11. STORES means the goods specified in the supply order or schedule which the contractor has agreed to supply under contract.
    - h) The term TEST shall mean such test or tests as are prescribed by the specification or considered necessary by the Inspector or any agency acting under direction of the Inspector.
    - i) The term SITE shall mean the place or places named in the SUPPLY ORDER or such other place or places at which any work has to be carried out as may be approved by the purchaser.
    - j) Works denoting the persons shall include any company or association or body of individuals whether incorporated or not.
    - k) WRITING shall include any manuscript, typewritten or printed statement under or over signature or seal as the case may be.
    - l) UNIT & QUALITY means the unit and quantity specified in the schedule.
    - m) SUPPLY ORDER or PURCHASE ORDER means an order for supply of stores and includes an order for performance.
  2. The delivery of stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract after approval of stores by the Inspector to:
    - i. The consignee at his premises or
    - ii. Where so provided the interim consignee at his premises or
    - iii. A carrier or other persons named in the contract an interim consignee for the purpose of transmission to the consignee.
    - iv. The consignee at the destination station in case of contracts stipulated for delivery stores at destination station.
  3. Words in the singular include the plural and vice-versa.
  4. Words denoting the masculine gender shall be taken to include the feminine gender and work persons, shall include any company or association or body of individuals, whether incorporated or not.
  5. Terms and expressions not herein defined shall have the meanings assigned to them in the India Sale of Goods Act 1930 or the Indian Contract, 1872 or the General Clauses Act 1897 and as amended in respect of all the Acts as the case may be.
  6. (a) Parties:- The Parties to the contract are the supplier and the purchaser named in the schedule or any other specifically mentioned in the contract.  
(b) Address to which communications are to be sent

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For all purposes of the contract, including arbitration thereunder, the address of the supplier mentioned in the tender shall be the address to which all communications addressed to the supplier shall be sent, unless the supplier has notified a change by a change by a separate letter containing no other communication and sent by registered post acknowledgement due to the head of the office placing the supply order. The supplier shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.

Any communication or notice on behalf of the purchaser in relation to the contract may be issued to the supplier by Purchase Executive and all such communications and notices may be served on the supplier either by registered post or under certificate of posting or by ordinary post or by hand delivery at the option of such executive.

7. i. The price quoted shall be either FOR place or Railway station of dispatch, FOR destination. Delivery free to the consignee, FOB or CIF as specified in the invitation to the tender. All offers from countries other than Purchaser's country shall quote on FOB and CIF basis.
  - ii. In all cases the prices quoted must be net per unit shown in the enquiry and must include all packing and delivery where applicable. Refunds on account of returnable packages (if any) are to be separately specified. The price should show separately the Foreign Exchange element and the Rupee element for stores to be imported. Sales Tax shall be shown separately and whether it is State Sales Tax or Central Sales Tax. If no mention is made about Sales Tax, it will be assumed to be included in the price quoted.  
The prices should be included of Excise, or excise duty should be separately mentioned. In case where price is quoted inclusive of excise duty, the rate of quantum of the same should be separately indicated. In case of contracts providing for free delivery to the consignee, octroi charges shall be included where leviable.
  - iii. The price must be stated separately for each item on unit basis.
  - iv. When quotations are made for units other than those specified in the enquiry, the relationships should be stated.
  - v. The prices quoted must be firm and the offers made must remain open for at least four months from the date of submitting quotations unless otherwise specified.
  - vi. Tender must invariably be submitted alongwith illustrated literature giving complete and detailed specifications, particulars etc. of the main unit and of the standard accessories to be supplied with the stores.
  - vii. Tender must clearly specify their recommended spare parts that will be supplied along with the main unit and item wise prices of the spares parts, also what are fast moving, medium moving, slow moving and insurance spares and the period upto which they are likely to last.
  - viii. Printed terms and conditions of the tendering firms shall not be considered as forming part of their tender. In case the terms and conditions of contract applicable to this invitation to tender are not acceptable to the tendering firms, they should clearly specify deviations there from in their tender.
  - ix. Typed quotations should be submitted. Those containing erasures and over-writings are liable to be rejected. Any corrections made in the tenders must be initialed by the tenderers, failing which their tenders will not be considered.
  - x. Insurance arrangement will be made as per instructions being issued from time to time by the Materials Management Division of Coal India Limited and / or its subsidiary companies.
8. (i) Samples of each item, if considered necessary, should be submitted simultaneously by the contractor for inspection by Inspector / Inspectors unless the articles under tender are of considerable bulk in which case separate arrangement will be made for inspection of the articles offered while considering the quotation.
  - ii). All samples required for inspection or test shall be supplied by the successful tenderer free of cost.
  - iii). All samples must be clearly labeled with the tenderer's name, this offer enquiry number and the last date of opening of tender.

**9. a) Subletting and Assignment**

The supplier shall not save with the previous consent in writing of the purchaser, sublet, and transfer, assign the contract or any part thereof or interest therein or benefit or advantage thereof in a manner whatsoever. Provided nevertheless that any such consent shall not relieve the supplier from any obligation, duty or responsibility under the contract.

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**a) Change in a Firm**

1. Where the supplier is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the purchaser (which may be granted only as an exception) of a written undertaking by the new partner to perform the contract and accept as liabilities incurred by the firm under the contract prior to the date of such undertaking.
2. On the death or retirement of any partner of the supplier firm before complete performance of the contract the purchaser may at his option cancel the contract in such case the supplier shall have no claim whatsoever for compensation against the purchase.
3. If the contract is not determined as provided in the sub-clause 1.ii above notwithstanding the retirement of a partner from the firm, he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act has been sent by him to the purchaser by registered post acknowledgement due.

**10.(a) Consequence of Breach**

Should the supplier or a partner in the supplier firm commit breach of either of the conditions (a) or (b) of this sub-clause, it shall be lawful of the purchaser to cancel the contract and purchase or authorise the purchaser of the stores at the risk and cost of the supplier and in that event the provisions of clause 20 shall as far as applicable shall apply.

1. The decision of Coal India Ltd. and/or its subsidiary companies as to any matter or thing concerning or arising out of this sub-clause or any question whether the supplier or any partner of the supplier firm has committed a breach of any of the conditions in this sub-clause contained shall be final and binding on the supplier.

**11. Use of raw materials secured with Government assistance**

i. Where any raw material for the execution of the contract is procured with the assistance of CIL and or its subsidiary companies by purchase or under arrangement made or permit, licence, quota certificate or release order issued by or on behalf of or under authority or by any officer empowered in that behalf by law, or is issued from government stock and where advance payments are made to the supplier to enable him to purchase such raw materials for the execution of the contract, the supplier.


1. Shall hold such material as trustee of Coal India Limited and / or its subsidiary companies
2. Shall use such material economically and solely for the purpose of the contract
3. Shall not dispose of the same without the previous permission in writing of the purchaser; and
4. Shall tender due account of such material and return to the purchaser at such place as the purchaser may direct all surplus or unserviceable material that may be left after the completion of the contract or its termination for any reason whatsoever. On returning such material, the supplier shall be entitled to such price thereof as the purchaser may fix having regard to the condition of such material.

ii. Where the contract is terminated due to any default on the part of the supplier, the supplier shall pay all transport charges incurred for returning any material upto such destination as may be determined by CIL and / or its subsidiary companies whose decision shall be final.

iii. If the supplier commits breach of any of the conditions in this clause specified, he shall, without prejudice to any other liability, penal or otherwise, be liable to account to CIL and or its subsidiary companies all money, advantages of profits accruing from or which in the usual course would have accrued to him by reasons of such breach.

iv. Where the stores manufactured or fabricated by the supplier out of the materials arranged or procured by or on behalf of Coal India Limited and / or its subsidiary companies are rejected the supplier shall, without prejudice to any other right or remedy of the Government, pay to the Government on demand the cost price or market value of all such materials whichever is greater.

**n)** The tenderers in case of imported items, shall clearly mention in the question that in the event of the supply order being placed with them, they shall arrange for supply within a reasonable period of all necessary maintenance tools and spares parts that may be required from time to time during the normal life of the machines, on a continuous basis and at a price not in excess of the landed cost at their premises plus a stated percentage differential (such a differential should be indicated) and proper servicing of the main unit supplied by them as and when

  
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- required. In case there is a Rate Contract with the DGS&D supply be made at the RC rates.
13. The tenderers shall give a warranty of satisfactory performance of the unit offered by them for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance by CIL and / or its subsidiary companies. The supplier shall be responsible for any defects that they develop under the conditions provided for by the contract and under proper use, arising from faulty materials, design or workmanship and shall remedy such defects at his own cost when called upon to do so. If it becomes necessary for the supplier to replace or renew any defective portion of the goods, such replacement or renewal should be made by the supplier without any extra cost to Coal India Limited and / or its subsidiary company.
14. For orders placed directly on overseas suppliers, the tenderers should separately indicate whether their prices quoted include any commission for the manufacturer's agents in India and the amount of remuneration for the agent included in the quoted price  
Price shall include:  
(a) The service that will be rendered by them as manufacturer's agent  
(b) The name and address of agents, if any, in India, and  
(c) The agency commission or remuneration or freight in case FOR prices are accepted will be paid in Rupees in India
15. On acceptance of the tender, a formal acceptance of tender or supply order will invariably be issued. Advance intimation in writing of acceptance of the tender will be given whenever considered necessary by the said authority. In case an advance intimation has been given, the formal acceptance of tender of supply order shall follow in due course, but immediate action towards execution of supply order shall be taken on receipt of the advance intimation.
16. **Earnest Money/ Security Money:**  
a) The value of Earnest Money to be deposited by the tenderer should be **2% ( Two Percent )** of the value of the estimated cost tendered for or **Rs.10,00,000/-** ( Rupees ten Lakhs only ) whichever is lower.

Earnest Money Deposit (EMD) should be in the form of Demand Draft drawn in favour of "Western Coalfields Limited" payable at Nagpur and must accompany the quotation ie PART – "A" of the bid. For unsuccessful tenderer, EMD shall be refunded immediately after finalisation of the tender. EMD shall be forfeited if any tenderer withdraw their offer before finalisation of the tender or fails to submit order acceptance within 15 days from the date of order.

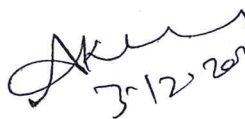
b) In case of Security Deposit , two weeks time (15 days) shall be given in the order to the successful tenderer to furnish the security deposit. In case the firm fails to deposit the security money, the order shall be cancelled and the case shall be processed to order elsewhere and the firm's performance is to be kept recorded for future dealings with them.

The value of Security Money to be deposited by the successful tenderer in the form of **Bank Draft / Bank Guarantee of any scheduled bank** shall be **10% ( Ten Percent )** of the value of the awarded contract ( **LANDED VALUE** ) without having any ceiling.

For successful tenderer, Security Money will be refunded to the firm within 30 days of satisfactory execution of the contract. For unsatisfactory performance and / or contractual failure, the security money shall be forfeited.

Security Money may be converted into Performance Bank Guarantee ( PBG ) wherever PBG required. However, in such case the amount of PBG should not be less than **10% ( Ten percent )** of landed value of order.

c) Valid **DGS&D / NSIC** registered (for the tendered items) firms on producing documentary evidence i.e. **NOTARISED complete photocopy of valid DGS&D / NSIC registration certificate** are exempted from submission of EMD / security Deposit. However, NSIC registered firms shall be exempted from Security Deposit only upto their monetary limit, if any, indicated in the registration certificate. In case value of order placed is above such monetary limit indicated in the registration certificate, the successful tenderer have to furnish the security deposit in the form of Bank Draft / Bank Guarantee of any schedule bank for 10% of the order value over such monetary limit. DGS&D registered firm shall be exempted from submission of EMD / Security deposit on

  
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the basis of guidelines of DGS&D provided in DGS&D website in this respect.

d) State / Central Govt. organization / PSUs are exempted from submission of EMD / Security deposit.

e) WCL Ancillaries (for the tendered items) are exempted from payment of Earnest Money

f) For procurement value less than Rs. 1,00,000/- no earnest money / security deposit will be required.

**10. Inspection and Rejection**

Generally the stores shall be of the best quality and workmanship and comply with the contract or supply order in all respect. The stores supplied shall be in accordance with specification unless any deviation is authorized and specified and specified in the contract or supply order or any amendment thereof.

a) **Facilities for Test and Examination**

The supplier shall, at his own expenses, afford to the Inspector all responsible facilities and such accommodation as may be necessary for satisfying it, that the stores are being and/or have been manufactured in accordance with particulars. The Inspector shall have full and free access at any time during the execution of the contract to the suppliers work for the purpose aforesaid, and he may require the supplier

b) **Cost of Test**

The supplier shall provide without any extra charge, all materials, tools, labour and assistance of every kind which the inspector may demand from him for any test, and examination, other than special or independent test, which he shall require to be made on the supplier's premises and the supplier shall bear and pay all costs attendant thereon. If the supplier fails to comply with the conditions aforesaid, the Inspector shall in consultation with the purchaser, be entitled to remove for test and examination all or any of the stores manufactured by the supplier to any premises other than his (suppliers) and in all such cases the supplier bear the cost of transport and/or carrying out such tests elsewhere. A certificate in writing of the Inspector that the supplier has failed to provide the facilities and the means, for test and examination shall be final.

c) **Delivery of Stores for Test**

The supplier shall also provide and deliver the test free of charge, at such place other than his premises as the Inspector may specify, such materials or stores as he may require.

d) **Liability for Costs of Laboratory Test**

In the event of rejection of stores or any part thereof by the Inspector in consequence of the sample thereof, which removed to the laboratory or other place of test, being found on test to be not in conformity with the contract or in the event of the failure of the supplier for any reason to delivery the stores passed on test within the stipulated period, the supplier shall, on demand pay to the purchaser all costs incurred in the Inspection and/or test cost of the test shall be assessed at the rate charged by the laboratory to provide persons for similar work.

e) **Method of Testing**

The Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may think fit and proper. The supplier shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspector.

f) **Stores Expended in Test**

Unless otherwise provided for in the contract, all stores/materials expended in test will be to suppliers account.

g) **Inspector – Final Authority and to Certify Performance**

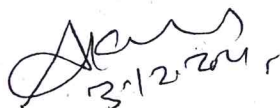
a. **The Inspector shall have the power**

Before any stores or part thereof are submitted for inspection to certify that they can not be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacturer.

b. To reject any stores submitted as not being in accordance with the particulars.

c. To reject the whole of the instalment tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he satisfied that the same is unsatisfactory; and

d. To mark the rejected stores with a rejection mark so that they may be easily identified if re-submitted.

  
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h) **Consequence of Rejection**

If on the stores being rejected by the Inspector or consignee at the destination, the supplier fails to make satisfactory supplies within the stipulated period of delivery, the purchaser shall be at liberty to “

(12) Allow the supplier to resubmit the stores, in replacement of those rejected, within a specified time, the suppliers bearing the cost of freight, if any, on such replacement without being entitled to any extra payment on the account; or

(13) Purchase or authorise the purchase of quantity of the stores rejected or so others of a similar description (when stores exactly complying with particulars opinion of the purchase executive which shall be final, readily available) without notice to the supplier's liability as regards the supply of any further installment due under the contract; or

(14) Cancel the contract and purchase or authorise the purchase of the stores or others of a similar description (when stores exactly complying with particulars are not in the opinion of the purchaser, which shall be final readily available) at the risk and cost of the supplier. In the event of action being taken under sub-clause (ii) above or this sub-clause in the provisions of clause 20 shall apply as far as applicable.

i) **Inspector's Decision as to Rejection Final**

The Inspector's decision as regards the rejection shall be final and binding on the supplier.

j) Where under a contract, the price payable is fixed on FOR station of despatch basis, the supplier shall, if the stores are rejected at destination by the consignee, be liable in addition to other liabilities to reimburse to the purchaser the freight paid by the purchaser.

k) **Notification of Result of Inspection**

Unless otherwise provided in the specification or schedule, the examination of the stores will be made as soon as practicable after the same have been submitted for inspection and the result of the examination shall be notified to the supplier.

l) **Marking of Stores**

The supplier shall if so required, at his own expense mark or permit the Inspector to mark all the approved stores with a recognised Government or purchaser's mark. The stores which can not be so marked shall, if so required by the Inspector, be packed in suitable package or cases each of which shall be sealed and marked with such mark.

m) **Removal of Rejection**

(a) Any stores submitted for inspection at a place other than the premises of the supplier and rejected shall be removed by the supplier subject as hereinafter provided within 14 days of the date of receipt of intimation of such rejection. If it is proved that letter containing such intimation is addressed and posted to him at the address mentioned in the schedule, it will be deemed to have been served on the supplier at the time when such letter would in the course of ordinary post reach the supplier. It shall be competent for the Inspector to call upon the supplier to remove what he considers to be dangerous, infected or perishable stores within 48 hours of the receipt of such intimation.

(b) Such rejected stores shall under all circumstances lie at the risk of the supplier for the moment such rejection and if such stores are not removed by the supplier within the period aforementioned, the Inspector/Purchaser may either return the same to the supplier at his risk and cost a public tariff rate by such mode of transport as the purchaser or Inspector may select, or dispose of such stores at the supplier's risk on his account and retain in such portion of the proceeds as may be necessary to cover any expense incurred in connection with such disposal. The purchaser shall also be entitled to recover handling and storage charges for the period during which the rejected stores are not removed.

n) **Inspection Notes**

On the stores being found acceptable by the Inspector, he shall furnish the supplier with necessary copies of inspection note duly completed, for being attached to the supplier's bill thereof.

18. **Packing and Transport**

a) It shall be the responsibility of the successful tenderers to arrange for the stores being

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sufficiently and properly packed for transport by Rail, Road or Sea as the case may be so as to their being free from loss or injury on arrival at destination. The packing of the stores shall be done at the expense of the successful tenderer.

- b) The successful tenderer is responsible for obtaining a clear receipt from the transport authorities specifying the goods despatched. He will not book any consignment on a "said to contain" basis. If he does so, he does it on his own responsibility. Western Coalfields Limited shall pay for only such stores as are actually received by them in accordance with the contract.
  - c) All packing cases, containers, packing and other similar materials shall be supplied free by the successful tenderer and shall not be returned unless otherwise specified in the contract/supply order.
  - d) Packages must be so marked that identification is made easy. Packages will be stamped with identification marks both outside the packages as well as on the contents inside. Packages containing articles liable to be broken by rough handling like glass or machinery made of cast iron will be marked with cautionary works like 'Fragile', 'Handle with care'. Weight of each packages will be marked on the package.
  - e) A complete list of contents in each package called the packing list will be prepared and one copy will be packed in the package itself and another copy will be forwarded to the consignee in advance.
19. **Delivery:** The time for and the date of delivery of the stores stipulated in the 'Purchase Order' shall be deemed to be the essence of the contract and delivery of the stores must be completed by the date specified.

**20. Liquidated Damages :**

In the event of failure to deliver the stores within the stipulated date / period in accordance with the samples and / or specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, Coal India Limited and / or its subsidiary Companies should have the right :-

- a. To recover from successful tenderer, as agreed liquidated damages, a sum not less than 0.5% of the price of the store which successful tenderer has not been able to supply (for this purpose part of a unit supplied will not be considered) as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10 %. Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division
- b. To purchase from elsewhere, after due notice to the successful tenderer, on the account and at the risk of the defaulting supplier the stores not supplied or others of a similar description without canceling the supply order in respect of consignment not yet due for supply or
- c. **To cancel the supply order or a portion thereof, and if so desired, to purchase the store at the risk and cost of the defaulting supplier and also**
- d. **To extend the delivery period with or without imposition of Liquidated Damages as may be considered fit and proper. The penalty if imposed shall not be more than the agreed liquidated damages referred to clause (a) above.**
- e. **To forfeit security deposit in full or part.**
- f. Whenever under the contract a sum of money is recoverable from and payable by the supplier, Western 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, with Western Coalfields Limited. Should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay to Western Coalfields Limited, on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

21. **Force Majeure Condition :** If the execution of the contract / supply order is delayed beyond the period stipulated in the contract / supply order as a result of outbreak of hostilities, declaration of any embargo or blockage, or fire, flood, acts of nature or any other contingency beyond the suppliers' control due to act of God then CIL or its subsidiary Companies may allow such

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additional time by extending the delivery period, as it considers to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by the CIL and its subsidiary companies, the contract / supply order shall be read and understood as if it had contained from its inception the delivery date as extended.

**22. Inspection :** The supplier shall allow reasonable facilities and free access to his works and records to the Inspector, Progress Officer or such other Officer nominated for the purpose. Inspector of stores, i.e supplies made by the successful tenderer against the supply order mentioned at (15) above, shall be carried out by the Inspector / Consignee at the Colliery site/ stores or by the Inspecting Wing (inclusive of all its branch officer) of the DGS&D, New Delhi or any other agency as may be specified in the supply order. Where necessary, inspection may be carried out at the supplier's premises.

1. Coal India Ltd and / or its subsidiary companies do not bind itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity offered and the tenderer shall supply the same at the rate quoted.

24. The supplier shall at all times indemnify CIL and its subsidiary companies against all claims which may be made in respect of the supplies for infringement of any right protected by patent, Registration of Design, or Trade Mark, provided that in the event of any claim in respect of alleged breach of Letter Patent, Registered Design, or Trade Mark being made against CIL and / or its subsidiary companies, the said authority shall notify the supplier of the same and the supplier shall be at liberty at his own expense to settle any dispute or to conduct any litigation that may rise there from

**25. Carrying vessels for Imported Items**

In case of machinery imported from abroad, it is preferable that shipment should be effected in Indian Vessels, wherever possible. Supplies will however not be delayed on this account.

**26. Freight :**

The stores shall be dispatched at Public tariff rates in the case of FOR station of dispatch contract and the stores shall be booked at full wagon rates whenever available and by the most economical route or by the most economical tariff available at the time of dispatch as the case may be. Failure to do so will render the supplier liable for any avoidable expenditure caused to the purchaser.

Where alternative routes exist, CIL and or its subsidiary companies shall, if called upon also to do indicate the most economical route available or name the authority whose advice in the matter should be taken and acted upon. If any advice of any such authority is sought his decision or advice in the matter shall be final and binding on the supplier

**27. Passing of Property. :**

Property in the stores shall not pass to the purchaser unless and until the stores have been delivered to the consignee or interim consignee as the case may be in terms of the contract.

**28. Laws Governing the Contract.**

1. This contract shall be governed by the Laws of India for the time being in force
2. Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender or supply order has been issued.
3. **Jurisdiction of Courts**
4. The courts of the place from the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.
5. **Marking of Stores**

The marking of the stores must comply with the requirement of the law relating to merchandise marks for the time being in force in India.

**29. Corrupt Practices**

(b) The supplier shall not offer or give or agree to give to any person in the employment of the purchaser or working under the orders of Coal India Ltd. and/or its subsidiary companies any gift or consideration of any kind as an inducement or reward for going or forbearing to do or for having done or forborne to do any act in relating to the obtaining or execution of the contract or any other contract with the purchaser or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any

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other with the Purchaser. Any breach of the aforesaid condition by the supplier or any one employed by him or acting on his behalf (whether with or without the knowledge of the supplier) or the Commission of any offence by the supplier or by any one employed by him or acting on the behalf under Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 and any amendments thereto or any other Act enacted for the prevention of corruption by Public Servants shall entitle Coal India Limited and or its subsidiary companies to cancel the contract and all or any other contract with the supplier and to recover from the supplier the amount of any loss arising from such cancellation in accordance with the provisions of Clause 20.

(c) Any dispute or difference in respect of either the interpretation effect or application of the above condition or of the amount recoverable, the re-under by the purchaser from the supplier shall be decided by Coal India Limited and its subsidiary companies whose decision shall be final and binding on the supplier.

**30. Insolvency and Breach of Contract**

(a) Coal India Limited and or its subsidiary companies may at any time by notice in writing, similarly determine the contract without compensation to the supplier in any of the following events that is to say –

If the supplier being an individual or if a firm any partner thereof shall at any time be adjudged insolvent or shall have a receiving order or order of administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangements or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act.

(b) If the supplier being a company is wound up voluntarily by the order of a court or a receiver, Liquidating Manager on behalf of the Debenture-Holders is appointed or circumstances shall have arisen which entitles the court or Debenture-Holders to appoint a Receiver, Liquidator or Manager.

(c) If the supplier commits any breach of the contract not herein specifically provided for – Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also the supplier shall be liable to pay to the purchaser for any extra expenditure he is thereby put to and the supplier shall under no circumstances be entitled to any gain on repurchase.

**31. Terms of Payment:**

a. For all stores, 100% payment should be made on receipt of the consignment at site and acceptance by the consignee as per actual payment term stipulated in the contract. The number and date of Railway receipt, Bill of Lading, Air Way Bill or Consignment Note under which the goods charged for in the bill are dispatched by Railway, ship, Air or Road respectively, and the number and date of the letter with which such Railway Receipt, Bill Lading, Air Way Bill or Consignment Note is forwarded to the consignee should on bill. In the case of stores dispatched by post, the postal receipt should be attached in original to the bill and its number and date quoted therein.

b. Payment against the supply orders placed either by the Subsidiary Company of by CIL shall be arranged by the Subsidiary companies, if not specified otherwise. Wherever order is placed by CIL on any foreign supplier involving requirement of more than on subsidiary co., payment shall be arranged by CIL normally through Letter of Credit.

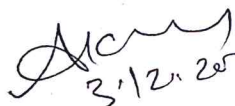
c. Payment for Agency Commission, if any, involved, may be considered in case of necessity, subject to compliance of the Government of India Guidelines issued from time to time. The name of the Indian Agent with their full address and the quantum of Agency Commission, if any, payable, shall have to be mentioned in the supply order itself.

d. Payment from CIL may also be considered, if felt necessary, by the CIL management, even though order is placed against the requirement of one subsidiary company by CIL

e. Specific payment term may be formulated in accordance with the provision laid down (as applicable) at Chapter – IX of the Purchase Manual.

**32. Progress Report**

1. The supplier shall from time to time render such reports concerning the progress of the

  
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contract and or supply of the stores in such form as may be required.

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

33. All disputes arising out of this contract shall be under the jurisdiction of **Nagpur court** only and as per the "law of the land".

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3/12/2020



ANNEXURE -III

FORMAT FOR SECURITY CUM PERFORMANCE BANK GUARANTEE

1. In consideration of M/s. Western Coalfields Limited, Nagpur (hereinafter called "The Company") having agreed to exempt \_\_\_\_\_ (hereinafter called "The said Contractor(s)") from the demand, under the terms and conditions of the agreement dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for \_\_\_\_\_ (hereinafter called " the said Agreement"), of security deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in said Agreement, on production of bank guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). We \_\_\_\_\_ (indicate the name of bank) (hereinafter referred to as "the Bank") at the request of \_\_\_\_\_ (Contractor(s) do hereby undertake to pay to the Company an amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reasons of any breach by the said Contractor(s) of any terms or conditions contained in the said Agreement.
2. We, \_\_\_\_\_ do hereby undertake (indicate the name of the Bank) to pay the amounts due and payable under this guarantee without any demur, merely on demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the contractor(s)'s failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ only.
3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal :  
The payment so made by under this bond shall be a valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us \_\_\_\_\_ for making such payment.
4. We, \_\_\_\_\_ further agree that the \_\_\_\_\_ (indicate the name of the Bank) guarantee herein contained shall remain in full force and affect during the period that would be taken for performance of the said Agreement and that it shall continue to be enforceable till all the dues of the company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the company certified that the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. The guarantee shall remain in force till the \_\_\_\_\_ the day of \_\_\_\_\_ 20 \_\_\_\_ and unless a demand or claim under the guarantee is made on us in writing within 3 months from the said date, shall be discharged from all liabilities under this guarantee thereafter.
5. We, \_\_\_\_\_ further agree with the \_\_\_\_\_ (indicate the name of the Bank) Company that the company shall have fullest liberty without our consent and without affecting in any manner our obligations, hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) 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 said contractor(s) and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by \_\_\_\_\_ reasons of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or commission on part of the company or any indulgence by the company to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in constitution of the bank or the contractor(s)/supplier(s).
7. We \_\_\_\_\_ lastly undertake not to revoke this \_\_\_\_\_ (indicate the name of the Bank) guarantee during its currency except with the previous consent of the company in writing.

The Bank Guarantee is operational for all purposes at Nagpur Branch, Maharashtra (Branch code -----)

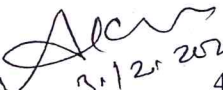
Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signature of the authorised person  
on behalf of the Bank.

for and

For \_\_\_\_\_

(indicate the name of the Bank)

  
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**Procedure for submission of Bank Guarantee in SFMS platform**

The Bank Guarantee issued by the issuing bank on behalf of the supplier in the favour of Western Coalfields Ltd shall be in paper form as well as issued under "Structured financial messaging system". The details of beneficiary for issue of BG under SFMS platform is furnished below:

Name of beneficiary and details	
Name	Western Coalfields Ltd
Area	Head Quarter
Bank A/c No: / Cust ID	Current Account no: 005905018053 Customer id: 556096497 ICICI Bank Ltd, Vishnu Vaibhav, 222, Palm Road, Civil Lines, Nagpur
IFSC code	ICIC0000059
Bank Manager Name & Ph no:	Hrushikesh Sakalkale Ph n: +91-9923202096

The original bank guarantee issued by the issuing bank shall be sent by the issuing bank to the following address by Registered post /AD.

General Manager (MM) I/c  
Materials Management Wing  
Western coalfields ltd HQ  
Coal Estate, Civil lines, Nagpur - 440001  
Maharashtra

Any extension / amendments to the BG shall be done following the same procedure as above.

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3/12/2021

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3/12/21