

Contract



11100811121310 DT. 29-Mar-2022

Contract No: GEMC-511687700452553

Generated Date: 29-Mar-2022

Bid/RA/PR No: [GEM/2021/B/1460217](#)

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

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

Seller Details	
GeM Seller ID:	5C54180000343547
Company Name:	MANIAR & CO
Contact No.:	09825009009
Email ID:	cleancity@gmail.com
Address:	MANIAR & CO., RAKHIAL ROAD, RAKHIAL, Ahmedabad, GUJARAT-380023, -
MSME verified:	Yes
MSME Registration number:	UDYAM-GJ-01-0016457
MSE Social Category:	General
MSE Gender:	Male
GSTIN:	24AABFM4919K1Z8 , 24AABFM4919K1Z8 , 24AABFM4919K1Z8

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

Product Details						
#	Item Description	Ordered Quantity	Unit	Unit Price (INR)	Tax Bifurcation (INR)	Price (Inclusive of all Duties and Taxes in INR)
1	Product Name : WATER SPRINKLER CAPACITY OF 8000 LTRS ON 16 TONNER BS-VI CHASSIS Brand : Maniar Brand Type : Registered Brand Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM Category Name & Quadrant : WATER SPRINKLER CAPACITY OF 8000 LTRS ON 16 TONNER BS-VI CHASSIS (Q3) Maniar, WS-8000 HSN not specified by seller	1	pieces	3,111,000	NA	3,111,000
Total Order Value (in INR)						3,111,000

Consignee Detail						
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Designation: - Email ID: kskattimani@westerncoal.gov.in Contact: 7172-265351- GSTIN: 27AAACW1578L1ZW Address: Regional Stores, WCL, Durgapur Opencast, P.O. DURGAPUR Distt Chandrapur, (M.S)Pin 442 403, CHANDRAPUR, MAHARASHTRA-442403, India	WATER SPRINKLER CAPACITY OF 8000 LTRS ON 16 TONNER BS-VI CHASSIS	-	1	29-Mar-2022	27-Jul-2022

Product Specification for WATER SPRINKLER CAPACITY OF 8000 LTRS ON 16 TONNER BS-VI CHASSIS

Specification	Sub-Spec	Value
Custom Specification	Custom Specification	Yes
Seller Specification Document:		
1. SpecificationDocument1	mkp.gem.gov.in/catalog_data/catalog_support_document/65/23/715/CatalogAttrs/SpecificationDocument/2021/9/16/2021_09_16_14_17_44_technical-specification_2021-09-16-14-17-45_f8ec3a198f1f3e424a8a0d6f4070515f.pdf	
Buyer Specification Document:		
1. SpecificationDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/83984/54/78/703/CatalogAttrs/SpecificationDocument/2021/8/23/catalogue-water-tanker_2021-08-23-15-18-33_c7bd30bc682cda6a6f8a438339e9162f.pdf	
Corrigendum		
1. Extended Upto : 2021-09-20 16:00:00		
Terms and Conditions		
<p>1. General Terms and Conditions-</p> <p>1.1 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) as available on the GeM portal (unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable</p> <p>1.2 Terms of delivery: Free Delivery at Site including loading/unloading. In respect of items requiring installation and / or commissioning and other services in the scope of supply (as indicated in respective product category specification / STC / ATC), and the cost of the same is also included in the Contract price.</p> <p>1.2.1 Contracted goods should be delivered at the consignee or designated delivery location as per the working time of the buying organisation. Seller may get the same confirmed from consignee before scheduling delivery.</p> <p>1.2.2 A copy of the contract should be available with the messenger / dispatching agency that delivers the Goods at consignee / delivery location (preferably pasted / attached outside the consignment / package) for easy reference and ease in delivery acceptance.</p> <p>1.3 Delivery period: The Delivery Period/Time shall be essence of the Contract and delivery must be completed not later than such date(s). Any modification thereto shall be mutually agreed and incorporated in the Contract as per the provisions of the GTC.</p> <p>1.4 Performance Security: If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Seller.</p> <p>1.5 Taxes and Duties: Contract Prices are all inclusive i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc. Break up of GST shall be indicated by the Seller while raising invoice / bill on GeM. While submitting the bill / invoice Seller shall undertake that the Goods and Services Tax (GST) charged on this bill is not more than what is payable under the provision on the relevant Act or the Rules made there under and that the Goods on which GST has been charged have not been exempted under the GST Act or the Rules made there under and the charges on account of GST on these goods are correct under the provision of that Act or the rules made there under.</p> <p>1.6 Octroi Duty and / or other local taxes:Contract Prices are all inclusive hence no reimbursement over and above the contract price(s) shall be allowed to seller towards payment of local taxes (such as levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies etc).</p> <p>1.7 Limitation of Liability: The provisions of limitation of liability between Buyer and Seller as given in the GTC shall be applicable here.</p> <p>1.8 Resolution of disputes: The provisions of DISPUTE RESOLUTION BETWEEN BUYER AND SELLER as given in the GTC shall be applicable here.</p> <p>1.9 Liquidated Damages: If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever. In case, Service Level Agreement (SLA) is applicable the same shall be applicable for the Contract.</p> <p>1.10 Financial Certificate:</p> <p>1.10.1 The expenditure involved for this purpose has received the Sanction of the competent financial authority.</p> <p>1.10.2 The funds are available under the proper head in the sanction budget allotment for the concern financial year.</p> <p>1.10.3 I have been fully authorized by the department to sign the supply order or incur the liability of the Goods being ordered.</p> <p>1.11 The bidder should submit a self declaration to the effect in bidder's official letter head that their agency have not been black listed by any Agency whatsoever till date.</p> <p>2. Buyer Added Bid Specific Terms and Conditions-</p> <p>2.1 Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods</p>		

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

Budget for F. Y 2022-23 is certified Vide Diary No.
FA/WCL/CAP/BC/VEHICLE/12/01/48, Dated. 24.03.2022 for Rs. 31.11 Lacs only.

SELLER SPECIFICATION DOCUMENT

Water Tanker(Sprinkler) 8KL capacity to be fabricated and mounted on NEW TRUCK CAB Chassis

Sr. No.	Technical Parameter sheet	
1.	Water Tanker (Sprinkler) 8KL capacity to be fabricated and mounted on NEW TRUCK CAB Chassis A. Quantity required 8KL CAPACITY - 1 No	Complied
a.	Capacity of water tank (Minimum: 8 KL, Maximum: 9 KL) :-	Complied 9 KL
b.	'Entire water tank should have number of compartment(s): 3nos.	Complied
c.	'G.V.W of Truck cab-chassis (cabin shall be built by the chassis manufacturers of Tata/Ashok Leyland/Eicher/Equivalent Indian make) (Minimum 14000Kgs) :-	Complied TATA 1512 GVW 16020
i.	Water Tanker 8KL capacity to be fabricated and mounted on NEW TRUCK CAB Chassis OF ANY INDIGENIOUS MAKE .	Complied
ii.	Cab/Cowl : All steel semi-forward control Driver's cab/cowl.	Complied
iii.	Electrical systems : The Electric system of the water tanker should be provided with 12 Volt 120 Ah capacity Battery. 65 Amps alternator capacity.	As per chassis manufacturing standard supply
iv.	The Main dimension of chassis of the water tanker should be as per IS:9435	Complied
v.	The water tanker should be provided with Suitable Head Lights, wippers, Back Lights (RH & LH) & Parking Lights.	Complied
vi.	Tank construction should be as follows:	Complied
1.	Tank : 3.15 mm thick HR Sheets	Complied
2.	Internal Partity : 3.15 mm thick MS sheet reinforced by 35 X 35 X 5 mm thick angle.	Complied
3.	No. Of compartments : 03	Complied
4.	No. Of manholes : 03	Complied
5.	Tank dimension :Dimensions of the tank shall be in appropriation with the Chassis frame and permissible limits keeping space for mounting of accessories and required capacity of tank.	Complied
6.	Sub Frame : Made out of 100 X 50 mm ISMC Channel duly reinforced with cross members and gussets	Complied
7.	Climbing, Holding & Assisting components : a. Rear Ladder : MS round tube dia 25 X 1.6 mm thick b. Cat walk	Complied
	vii-Paint :	
1.	Tank inner surface : one coat with epoxy based zinc phosphate primer (like EPILUX 78 (HBTL) etc)	Complied
2.	Tank Outer Surface : Paint as per procedure no. FBV. (The base colour will be that of the cabin unless otherwise specified)	Complied
	viii-Fitments : - Following are to be provided:	
1.	Water level indicator	Complied
2.	Spray suppression as per AIS 013	Complied
3.	Side Underrun Protection Device (SUPD) as per IS 14682 and Rear Underrun Protection Device (Rupd) as per IS 14812.	Complied
4.	Reflective tape on the side and rear of the vehicle.	Complied
5.	Minimum 5.5 LPS 10 mtrs head Water Pump (Diesel operated) with captive engine to be permanantly mounted on truck chassis with required attachments. Place of pump to safe and accessible for operator & 10 M flexible Canvas hose as per IS 3549	Complied
6.	Sprinkler Attachments. At the top level of water tank on the pipe mounted on both side connected with delivery of pump. 3 sprinklers on each side . Total 6 sprinklers having range of throw min 5 Mtrs.	Complied
7.	Tools with Container : Following are to be provided :-A suitable box will be provided for carrying all the normal tools to be carried on the appliance. The tool box shall carry the following tools - (1) Double ended spanner set (6.25 mm) – 1 Set. (2) Ring spanner set (6.25 mm) – 1 set. (3) Cutting Pliers (200 mm) – 1 No. (5) Screw Driver (150 mm) – 1 No. (6) Hydraulic jack with accessories	Complied

BUYER SPECIFICATION DOCUMENT

	Technical Parameter sheet
	<p>1. Water Tanker(Sprinkler) 8KL capacity to be fabricated and mounted on NEW TRUCK CAB Chassis</p> <p>A. Quantity required 8KL CAPACITY - 1 No</p>
To be indicated by bidder	a- Capacity of water tank (Minimum: 8 KL, Maximum: 9 KL) :-
	b-'Entire water tank should have number of compartment(s): 3nos.
	c-'G.V.W of Truck cab-chassis (cabin shall be built by the chassis manufacturers of Tata/Ashok Leyland/Eicher/Equivalent Indian make) (Minimum 14000Kgs) :-
	2.0-PROVENNESS CRITERIA
	<p>2.1. The equipment, Water Tanker(Sprinkler), offered by the tenderer shall be considered proven provided ONE number of the tendered/higher water tank capacity of the offered equipment, must have been supplied by the bidder (or Manufacturer in case bidder is not the manufacturer) in India to mining industry and/or to the other Industries (Private or Government/ Public Sector Undertaking) and performed satisfactorily for a minimum period of one years from the date of commissioning. The performance of only those equipment would be considered for assessing provenness which have been commissioned 1 years prior to the date of opening of tender but not prior to 5 years from the date of opening of tender. Note: In case of Trial Orders placed by CIL and Subsidiaries, the Trial Order quantities will be considered for provenness.</p>
	<p>2.2- In case the the tendered/higher water tank capacity of the offered equipment has not been supplied by the bidder (or Manufacturer in case bidder is not the manufacturer) in India or if supplied and commissioned in India but the same has not completed ONE year of performance for provenness as mentioned above, the offered equipment will be considered proven if the minimum worldwide population is ONE number ofthe tendered/higher water tank capacity of the offered equipment which was commissioned ONE year prior to the date of opening of tender but not prior to 5 years from the date of opening of tender and performed satisfactorily for a minimum period of one years from the date of commissioning. The worldwide population of the bidder will be considered for provenness only when the bidder gives an undertaking that it has not supplied the tendered/higher watertank capacity of the offered equipment in India or if supplied and commissioned in India, the same has not completed required years of performance for provenness as mentioned above at sub clause-2.1.</p>
	<p>2.3- In case the indigenous manufacturer is quoting the tendered/higher water tank capacity of the offered equipment as supplied by their foreign collaborator / foreign principal worldwide in the past and the offered equipment of indigenous manufacturer has either not been supplied in India or if supplied and commissioned in India, but the same has not completed the ONE years of performance for provenness as mentioned above, the offered equipment will be considered proven if the minimum worldwide population is ONE number of the tendered/higher water tank capacity of the offered equipment which have been commissioned ONE years prior to the date of opening of tender but not prior to 5 years from the date of opening of tender and performed satisfactorily for a minimum period of ONE year from the date of commissioning. However, for worldwide population, foreign collaborator's experience of supplying the tendered/higher watertank capacity of the offered equipment worldwide shall be considered only if the indigenous manufacturer submits notarized copy of their collaboration agreement with the foreign collaborator which should be valid as on the date of opening of the tender and should also remain valid at least upto supply and commissioning of the last equipment covered in the contract. However, the principal manufacturer will confirm to ensure supply of spares & consumables and service support for smooth running of the equipment throughout its life. Further, if any</p>

	<p>indigenous content is added by the indigenous manufacturer in the offered equipment, the foreign collaborator will give an undertaking for successful performance of the equipment with the indigenization carried out by the indigenous manufacturer during lifetime of the equipment.</p>
	<p>2.4- In case the indigenous manufacturer is quoting the offered equipment as supplied by their licensor having valid IPR for the tendered/higher water tank capacity of the offered equipment being offered worldwide in the past and the tendered/higher water tank capacity of the offered equipment of indigenous manufacturer has either not been supplied in India or if supplied and commissioned in India, but the same has not completed the required years of performance for provenness as mentioned above, the offered equipment will be considered proven if the minimum worldwide population is of ONE no. of the tendered/higher water tank capacity of the offered equipment which have been commissioned ONE year prior to the date of opening of tender but not prior to 5 years from the date of opening of tender and performed satisfactorily for a minimum period of ONE year from the date of commissioning. However, for worldwide population, the bidder's and licensor's experience of supplying the tendered/higher water tank capacity of the offered equipment worldwide shall be considered only if the indigenous manufacturer submits notarized copy of their License Agreement with the company having valid IPR for the equipment being offered, which should be valid as on the date of opening of the tender and should also remain valid at least upto supply and commissioning of the last equipment covered in the contract. The bidder and licensor for the equipment being offered will also confirm to ensure supply of spares & consumables and service support for smooth running of the equipment throughout its life. Further, if any indigenous content is added by the indigenous manufacturer in the offered equipment, the foreign collaborator will give an undertaking for successful performance of the equipment with the indigenization carried out by the indigenous manufacturer during lifetime of the equipment.</p>
	<p>2.5- Indian Manufacturing entity of foreign manufacturer and bidding as Indigenous manufacturer: In case the Indian manufacturing entity of foreign manufacturer who has sufficient facility for manufacturing, supply and after sales service of the tendered/higher water tank capacity of the offered equipment as supplied by their foreign (principal) manufacturer worldwide in the past and the tendered/higher water tank capacity of the offered equipment of Indian manufacturing entity has either not been supplied in India or if supplied and commissioned in India, the same has not completed ONE year of performance for provenness as mentioned above, the offered equipment will be considered proven if the ONE no. of the tendered/higher water tank capacity of the offered equipment which have been commissioned ONE year prior to the date of opening of tender but not prior to 5 years from the date of opening of tender and have performed satisfactorily for a minimum period of ONE years from the date of commissioning. However, for worldwide equipment population, the bidder's and principal manufacturer's experience of supplying the tendered/higher water tank capacity of the offered equipment worldwide shall be considered only if the Indian manufacturing entity submits notarized copy of valid Legal Agreement/ Collaboration Agreement/ License Agreement/ MOU with foreign (principal) manufacturer for the equipment being offered and a declaration from the Foreign Manufacturer that all related required Intellectual Property of quoted equipment are accessible by the Indian manufacturing entity. Further, the foreign manufacturer will give an undertaking for successful performance of the equipment to be manufactured by the Indian manufacturing entity during lifetime of the equipment. The bidder and foreign principal manufacturer for the equipment being offered will also confirm to ensure supply of spares & consumables and service support for smooth running of the equipment throughout its life.</p>

	<p>2.6- "Satisfactory Performance" means the supplied equipment must have achieved the guaranteed annual availability, if any, as per the performance guarantee clause of the supply orders/ contracts for a minimum period of one year from the date of commissioning. In case supply orders/ contracts do not have provision for guaranteed annual availability, the bidder will submit satisfactory performance report issued by end users as per benchmark regarding performance of equipment, if any, incorporated in the supply orders/ contracts against which these equipment were supplied. In case, the Performance Report(s) of the End-User(s) is not available, the bidder shall submit self-certification claiming satisfactory performance of the equipment supplied.</p>
	<p>2.7-Start ups and MSEs are exempted from prior experience criteria and should submit proof of establishing the quality assurance & technical capability for tendered item issued by any statutory authority in line with Relaxation of Norms for Startups & MSEs in Public Procurement regarding prior experience - prior turnover criteria as per Annexure-2.</p>
	<p>C-DUTY CONDITION/TERRAIN :</p>
	<p>i-'The water tanker required for carrying water from surface to coal face, inside the coal mines with water sprinkling in operation.</p>
	<p>ii-'All terrain, specially for the off highway application, metallic and kuccha roads.</p>
	<p>D-STANDARD/ APPROVAL :</p>
	<p>i-The vehicle in all respect shall conform to Central Motor Vehicles Rules 1989 including Central Motor Vehicles (Amendment) Rules, 2010 for mass emission standard with latest BS-VI engine, as per govt. norms.</p>
	<p>E- SCOPE OF SUPPLY :</p>
	<p>i-Water Tanker 8KL capacity to be fabricated and mounted on NEW TRUCK CAB Chassis OF ANY INDIGENIOUS MAKE .</p>
	<p>ii-Cab/Cowl : All steel semi-forward control Driver's cab/cowl.</p>
	<p>iii-Electrical systems : The Electric system of the water tanker should be provided with 12 Volt 120 Ah capacity Battery. 65 Amps alternator capacity.</p>
	<p>iv-The Main dimension of chassis of the water tanker should be as per IS:9435</p>
	<p>v-The water tanker should be provided with Suitable Head Lights, wippers, Back Lights (RH & LH) & Parking Lights.</p>
	<p>vi-Tank construction should be as follows:</p>
	<p>1. Tank : 3.15 mm thick HR Sheets</p>
	<p>2. Internal Partition : 3.15 mm thick MS sheet reinforced by 35 X 35 X 5 mm thick angle.</p>
	<p>3. No. Of compartments : 03</p>
	<p>4. No. Of manholes : 03</p>
	<p>5-Tank dimension :Dimensions of the tank shall be in appropriation with the Chassis frame and permissible limits keeping space for mounting of accessories and required capacity of tank.</p>
	<p>6-Sub Frame : Made out of 100 X 50 mm ISMC Channel duly reinforced with cross members and gussets</p>
	<p>7-Climbing, Holding & Assisting components :</p>
	<p>a. Rear Ladder : MS round tube dia 25 X 1.6 mm thick</p>
	<p>b. Cat walk</p>
	<p>vii-Paint :</p>
	<p>1. Tank inner surface : one coat with epoxy based zinc phosphate primer (like EPILUX 78 (HBTL) etc)</p>
	<p>2. Tank Outer Surface : Paint as per procedure no. FBV. (The base colour will be that of the cabin unless otherwise specified)</p>

	viii-Fitments : - Following are to be provided:
	1. Water level indicator
	2. Spray suppression as per AIS 013
	3. Side Underrun Protection Device (SUPD) as per IS 14682 and Rear Underrun Protection Device (Rupd) as per IS 14812.
	4. Reflective tape on the side and rear of the vehicle.
	5.- Minimum 5.5 LPS 10 mtrs head Water Pump (Diesel operated) with captive engine to be permanently mounted on truck chassis with required attachments. Place of pump to safe and accessible for operator & 10 M flexible Canvas hose as per IS 3549
	6. Sprinkler Attachments. At the top level of water tank on the pipe mounted on both side connected with delivery of pump. 3 sprinklers on each side . Total 6 sprinklers having range of throw min 5 Mtrs.
	7-Tools with Container : Following are to be provided :-A suitable box will be provided for carrying all the normal tools to be carried on the appliance. The tool box shall carry the following tools - (1) Double ended spanner set (6.25 mm) – 1 Set. (2) Ring spanner set (6.25 mm) – 1 set. (3) Cutting Pliers (200 mm) – 1 No. (5) Screw Driver (150 mm) – 1 No. (6) Hydraulic jack with accessories
	F-DOCUMENTS TO BE SUBMITTED WITH THE OFFER :
	i- Supply order, for the tendered/higher water tank capacity of the offered equipment, supplied during last 5 years from date of tender opening, against orders of CIL and its subsidiaries, other PSUs, Government Departments and Private Organisations) against provenness criteria.
	ii- Satisfactory performance certificate against the submitted supply orders i.e. the supplied equipment must have achieved the guaranteed annual availability, if any, as per the performance guarantee clause of the supply orders/ contracts for a minimum period of one year from the date of commissioning. In case supply orders/ contracts do not have provision for guaranteed annual availability, the bidder will submit satisfactory performance report issued by end users as per benchmark regarding performance of equipment, if any, incorporated in the supply orders/ contracts against which these equipment were supplied. In case, the Performance Report(s) of the End-User(s) is not available, the bidder shall submit self-certification claiming satisfactory performance of the equipment supplied for of one year from the date of commissioning along with proof of payment against the Purchase order(s). The details of format for self-certification are given in Annexure-3 of NIT.
	iii- Start ups and MSEs are exempted from prior experience criteria and should submit proof of establishing the quality assurance & technical capability for tendered item issued by any statutory authority in line with Relaxation of Norms for Startups & MSEs in Public Procurement regarding prior experience - prior turnover criteria as per Annexure-2.
	G-DOCUMENTS TO BE SUBMITTED ALONG WITH THE SUPPLY :-
	i-Papers to be produced at the time of Supply : Statutory papers such as Vehicle Registration (R.C.Book) with necessary Road Permit and Fitness of the vehicle.
	ii- Documents necessary for safety and other clearances/ approvals from Govt. and other regulatory bodies as applicable as mentioned above in Scope of supply
	H- GUARANTEE/ WARRANTY :
	i-The supplier shall guarantee for satisfactory performance of the complete equipment for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance, whichever is earlier.

	I-PRE-DESPATCH INSPECTION
	i-WCL reserves its right to get the specified water tanker/sprinkler inspected by WCL's representative or third party inspection agency at manufacturer's works before despatch of water tanker/sprinkler to ascertain the conformity of supply order specification, relevant standard, statutory rules and regulation and test certificate(s). The manufacturer/fabricator shall provide all supports for conducting inspection as per supply order.
	J- DELIVERY: The delivery shall be completed within 4 (Four) months from the date of placement of order. The delivery schedule shall be reckoned from 7th day of the order date.

Other terms and conditions:

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

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

2. Eligibility Criteria for Bidders:

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

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

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

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

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

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

The list of documents to be submitted by the bidder:

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

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

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

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

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

4. Undertaking from the manufacturer that it will accept the responsibility for the satisfactory execution of orders placed on the authorized agents including warranty/ guarantee obligations.
5. Undertaking from the manufacturer that, wherever necessary, it will provide requisite inspection and testing facilities at its works in respect of orders placed on authorized agent.
6. Undertaking from the manufacturer that the authorized agent's price will not exceed that which the manufacturer would have quoted.
7. Undertaking from the manufacturer that in the event of placement of order on their authorized dealer, the goods supplied / goods offered for inspection would be accompanied by a certificate stating that the goods have been manufactured by them.
8. Undertaking from the manufacturer that No agent / Middle man / Liaisoning agent or any entity in any name other than the disclosed authorized Indian Agent is involved in the process of procurement of goods and services.
9. Undertaking from the bidder (authorized dealer) that he will be responsible for all the contractual obligations including quality aspects, replacement of part/items and warranty/ guarantee obligations, and also will be responsible for providing the required after sale service.
10. The business entity of the Indian Agent should be in existence for 3 years on the date of tender opening, irrespective of date of appointment as Indian Agent. The relevant self attested document in this regard is to be submitted along with the offer.

Note:

1. If both the Principal Local Supplier (Class – I Local Supplier and Class – II Local Supplier) and the Indian Agent participates in this tender, then the offer of the Indian Agent will be rejected.
2. One manufacturer can authorize only one Indian agent.
3. If Indian Agents submits bid on behalf of a manufacturer, the same agent shall not submit a bid on behalf of another manufacturer in the same tender for the same item / product.

3. INSPECTION:

a) Pre-Dispatch Inspection: WCL reserves its right to get the the specified water tanker/sprinkler inspected by WCL's representative or third party inspection agency at manufacturer's works before despatch of water tanker/sprinkler to ascertain the conformity of supply order specification, relevant standard, statutory rules and regulation and test certificate(s). The manufacturer/fabricator shall provide all supports for conducting inspection as per supply order

In case of pre dispatch inspection by the representative of CMPDIL, The inspection fee as applicable at the time of inspection (presently inspection charges is @ 1% on the Free at Site price (Basic + Fright + Insurance, P&F etc) + applicable GST (presently @ 18%) shall be initially paid

by vendor by the inspecting agency. The inspection fee @ 1% on Free at Site price will be subsequently reimbursed by the paying authority on production of documentary evidence. However GST on pre-despatch inspection charges shall not be claimed by you vis-à-vis will not be reimbursed by WCL.

Since you are eligible for ITC on GST charged by the inspecting authority for pre-dispatch inspection charges, GST on pre-despatch inspection charges shall not be claimed by you vis-a vis will not be reimbursed by WCL.

Minimum 15 days of advance notice shall be given by the vendor to the inspecting agency to carryout pre dispatch inspection. Necessary tools and tackles etc. to carry out pre dispatch inspection shall be provided by the vendor. In case of any defect in the material supplied in noticed later, pre dispatch inspection shall not entitle the vendor to plead that inspection has been done by WCL's representative / third party before dispatch and shall not absolve the vendor from the contractual obligation.

CMPDIL Inspecting Authority- GM(E&M) Central Mine Planning & Design Institute Ltd, Gondwana Palace, Kanke Road, Ranchi-834008 , Fax No 0651-2231 185 /2231 447, PH No 0651-2230 238 /2230 272

Note: The Payment of fee shall be made through state bank collect in the hyperlink created on CMPDIL website i.e www.cmpdi.co.in The payment challan shall be submitted along with the bills in order to claim the re-imbursement of pre-dispatch inspection fees from WCL.

b) Final 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. WCL reserves the right to reject the goods which do not confirm to the specifications. It may be noted that pre dispatch inspection shall not entitle the vendor to plead that inspection has been done by WCL's representative / third party before dispatch and shall not absolve the vendor from the contractual obligation

4. Payment Terms: 80% value of the equipment and 100% GST shall be made within 21 days after receipt and acceptance of materials at site at the consignee's end and submission and Acceptance of Performance Bank Guarantee.

Balance 20% shall be made after successful completion of Installation and commissioning and final acceptance of the Equipment after completion of registration of water tanker/sprinkler with RTO authority and upon presentation of successful commissioning certificate signed by Staff Officer (E&M) of the respective Area, where the equipment has been deployed

5. Consignee: The Depot Officer, Regional Stores, WCLCHANDRAPUR AREA; Durgapur OC P.O.: DURGAPUR Distt Chandrapur ,(M.S)Pin : 442 403 : GSTIN: 27AAACW1578L1ZW

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

7. In addition to the above at clause no F of Technical Parameter sheet, following documents to be submitted alongwith the offer:

- a) Documents in support of the Eligibility Criteria
- b) Authorization and Declaration by Indian Agents (only in case of bidder is a Authorized dealer / Indian Agent) (as per Annexure 4 and 5)