

Contract



Contract No: GEMC-511687764231467

Generated Date: 04-May-2022

Bid/RA/PR No: [GEM/2021/B/1460724](#)

Schedule Name: Schedule 2

11100814122021 DT.05-May-2022

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

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

Seller Details	
GeM Seller ID:	6GU8200001819626
Company Name:	PETROTECH VESSELS PRIVATE LIMITED
Contact No.:	09896047097
Email ID:	petrotechvessels@gmail.com
Address:	182,PVPL,HSIIDC HISSAR ROAD,INDUSTRIAL AREA, Rohtak, HARYANA-124001, -
MSME verified:	Yes
MSME Registration number:	UDYAM-HR-16-0001237
MSE Social Category:	General
MSE Gender:	Male
GSTIN:	06AAJCP8271C1ZD , 06AAJCP8271C1ZD

*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 : 2_6 KI Capacity Diesel Bowser Brand : PETROTECH VESSELS PRIVATE LIMITED Brand Type : Unbranded Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM Category Name & Quadrant : 2_6 KI Capacity Diesel Bowser (Q3) 2_6 KI Capacity Diesel Bowser HSN not specified by seller	4	pieces	2,347,000	NA	9,388,000
Total Order Value (in INR)						9,388,000

Consignee Detail						
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Designation: - Email ID: ss.mangare@nic.in Contact: 07175-285019- GSTIN: 27AAACW1578L1ZW Address: Regional Stores, WCL New Majri, P.O. Shivaji Nagar Distt Chandrapur, CHANDRAPUR, MAHARASHTRA-442503, India	2_6 KI Capacity Diesel Bowser	-	1	04-May-2022	31-Oct-2022
2	Designation: - Email ID: asaari.mahender@nic.in Contact: -9618810882- GSTIN: - Address: Regional Stores, WCL P.O. GHUGUS COLLIERY Distt	2_6 KI Capacity Diesel Bowser	-	2	04-May-2022	31-Oct-2022

	Chandrapur, M.S ; Pin 442 505, CHANDRAPUR, MAHARASHTRA-442505, India					
3	Designation: - Email ID: rahul.amane@nic.in Contact: 07116-247181- GSTIN: 27AAACW1578L1ZW Address: Regional Stores, WCL PO SILEWARA COLLIERY Dist. Nagpur M.S.; Pin 441 109, NAGPUR, MAHARASHTRA-441109, India	2_6 KI Capacity Diesel Bowser	-	1	04-May-2022	31-Oct-2022

Product Specification for 2_6 KI Capacity Diesel Bowser

Specification	Sub-Spec	Value
Custom Specification	Custom Specification	Yes

Seller Specification Document:

1. SpecificationDocument1	mkp.gem.gov.in/catalog_data/catalog_support_document/05/45/220/CatalogAttrs/SpecificationDocument/2021/9/16/2021_09_16_12_14_32_2_compressed_2021-09-16-12-14-35_29590aec5b227432659db9181752bb43.pdf
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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-diesel-bowser_6kl_2021-08-23-16-49-09_e68a3843175907cf9d27d1dfa8eb70d8.pdf
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Terms and Conditions

1. General Terms and Conditions-

- 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**
- 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.**
- 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.**
- 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.**
- 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.**
- 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.**
- 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.**
- 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).**
- 1.7 Limitation of Liability: The provisions of limitation of liability between Buyer and Seller as given in the GTC shall be applicable here.**
- 1.8 Resolution of disputes: The provisions of DISPUTE RESOLUTION BETWEEN BUYER AND SELLER as given in the GTC shall be applicable here.**
- 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.**
- 1.10 Financial Certificate:**
- 1.10.1 The expenditure involved for this purpose has received the Sanction of the competent financial authority.**
- 1.10.2 The funds are available under the proper head in the sanction budget allotment for the concern financial year.**

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.

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.

2. Buyer Added Bid Specific Terms and Conditions-

2.1 Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

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

Budget is certified Vide Diary No. FA/WCL/CAP/BC/OPM/12/12/56, Dated. 30.04.2022 for Rs. 93,88,000/- only.

INDENT DETAILS

Item	AREA	Indent Ref	Quantity (Nos)
6 KL Diesel Bowser	Penganga OCM/ Wani Area	IND/17-18/4360/00806 dtd. 01.03.2018	1
	Gondegaon, Nagpur Area	IND/18-19/3260/00705 dtd. 21.01.2019	1
	NMOC, Majri Area	IND/17-18/4460/ 00858 dtd. 03.02.2019	1
	Mungoli Nirguda Ext deep mine, Wani Area	IND/20-21/4360/ 00340 dtd. 03.11.2020	1

CONTRACT DETAILS

Contract No: GEMC-511687764231467

Contract Date: 04/05/2022 16:02:45

Status: Order placed (waiting for confirmation)

Cart Creation Date: 04/05/2022 15:59:45

BUYER DETAILS

Name: Navin Nischal

Email: navinnischal@westerncoal.gov.in

Address: 1st Floor, MM Wing, WCL Hqrs, Coal Estate, Civil Lines, NAGPUR, MAHARA SHTRA, 440001

SELLER DETAILS

Name: PETROTECH VESSELS PRIVATE LIMITED

Address: 182, PVPL, HSIIDC HISSAR ROAD, INDUSTRIAL AREA, Rohtak, HARYANA, 124001

Account Number: 342205000141

IFSC Code: ICIC0003422

<p>1.0 6 KL capacity Diesel Bowser : A fresh fabricated diesel bowser complete in all respect and as per technical parameters ,mounted on a new Truck Cab. Chassis of suitable capacity made of TATA/ ASHOK LEYLAND/ EICHER/ Equivalent Indian make. Required Quantity: 4 Nos</p>
<p>2.0 DUTY CONDITION/TERRAIN</p>
<p>2.1-'The diesel bowser required for carrying diesel from surface to coal face, inside the coal mines.</p>
<p>2.2-'All terrain, specially for the off highway application, metallic and kuccha roads.</p>
<p>3.0 STANDARD/ APPROVAL</p>
<p>3.1-The vehicle in all respect shall conform to Central Motor Vehicles Rules 1989 including Central Motor Vehicles (Amendment) Rules, 2010 for mass emission standard latest update along with latest BS VI engine, as per govt. norms</p>
<p>3.2-Petroleum rules for design and construction of tank vehicles for transporting petroleum bulk should be complied.</p>
<p>3.3-Approval of drawing and dimension with specification of the proposed bowser body from Chief Controller of Explosive (CCOE), PESO and getting the newly fabricated bowser inspected and passed from PESO (Petroleum and Explosives Safety Organisation) will be responsibility of the tenderer solely.</p>
<p>4.0 -SCOPE OF SUPPLY</p>
<p>4.1 To manufacture/fabricate and supply specified diesel bowser, the scope of work includes procurement of truck-cab-chassis of suitable capacity, fabrication of bowser unit and mounting on the truck cab chassis with necessary pumps, digital metering and diesel dispensing arrangement; supply and fitments of safety items, one spare wheel with tyre - tube, adequate size jack, tool kits supply against chassis along with special tool, if any, required for operation & maintenance of bowser and obtaining necessary safety and other clearances/approval from Govt. and other regulatory bodies as well as RTO passing.</p>
<p>5.0 TECHNICAL PARAMETERS</p>
<p>5.1 Cab Chassis:- a) 'New PTO gear pump and metering unit of adequate ratings should be provided at suitable location</p>
<p>b) 'Cabin - Safe, spacious, standard driver cab suitable for driver seat (adjustable) and co-driver seat. The cabin shall have all standard accessories and fitments and treated with anti rust protection.</p>

- 5.2 Diesel Tank & Accessories:-** a) The surface of all iron and steel plates, sheets should be properly cleaned and after phosphating and anti corrosive zinc chromate red oxide paint, fabrication will be taken up.
- b) Diesel tank shall be fabricated from min. 3.15 mm sheet and elliptically machine rolled. The tank will be 100% electrically welded both inside and outside. The baffle plate should be made of (min.) 3.15 mm M.S. Plate in case of compartments.
- c) The tank should be mounted on the chassis by mean of fabricated M.S. Saddles from 12 mm thick M.S. Plate. The base plate should be from 25 mm M.S. Plate with hard rubber packing sandwiched in between base plate and fastened with chassis with 16 mm U-bolts and nyloc nuts.
- d) The compartment(s) shall be fitted with discharging faucet ending in a common manifold. Each discharge line shall be fitted with heavy duty tested quality 2” capacity FM gate valve with opening and closing supply of manifold.
- e) The compartment(s) shall be provided with heavy duty shut off valve with the tank, as per recommendation of CCOE, PESO, Nagpur
- f) The opening lever of the valves shall be housed in a control box at the rear part of the tanker with locking arrangement.
- g) Top filling pipe shall be drawn near to the bottom of the tank with spill proof device complete with leak proof connector with filling hose, and provided with suitable cap with chain.
- h) Internal bulk heads shall be sufficiently stiffened to take care of surge pressure.
- i) Each compartment should be provided with dip stick duly calibrated.
- j) Filters with air eliminator should be provided for correct meter reading.
- k) Provision of hose winding device shall be made as required for drawing and winding hose of 1” dia.
- l) One hose reel of 15 mtrs long of 1” (one inch) dia fitted with the winding device and one additional hose reel should also be provided.
- m) Approach ladder and cat walk shall be provided for easy access to top of the tanker. Detachable covered manholes will be provided in each compartment.
- n) The tank after complete fabrication shall be properly cleaned and treated with two coats of zinc chromate red oxide primer and finished with two coats of synthetic enamel paint.
- o) Emblem of Coal India Ltd/Western Coalfields Limited shall be embossed/written on body of the tank.

6.0- SAFETY REQUIREMENT :

6.1-First Aid Box complete – 1 No.
6.2-'Portable Fire Extinguisher foam type/Dry chemical type suitable for fire fighting petroleum products and approved by Inspector of Explosives – 2 Nos.
6.3-Inspection lamp having 15 mtrs cable with power tapping facility from driver cabin – 1 No.
6.4-Emergency shut off valve
6.5-'Exhaust silencer at approved location with approved spark arrestor/flame trap.
6.6-Fire resistance screen shall be provided between driver cabin and diesel tank.
6.7-'Equipment should be fitted with reverse audio-visual-alarm.
7.0- GUARANTEE/ WARRANTY
7.1-The supplier shall guarantee for satisfactory performance of the complete equipment for a period of period of 12 months from the date of Installation and commissioning or 18 months from the date of receipt and acceptance whichever is earlier.
8.0- OTHER CONDITIONS
Documents necessary for safety and other clearances/ approvals from Govt. and other regulatory bodies as applicable shall be the responsibility of the supplier/fabricator before supply of the Diesel Bowsers. The supplier will also assist in obtaining Registration,Road tax and Goods Carriage Certificate from RTO. However, The Registration charges, Road Tax and other RTO charges shall be borne by WCL

9. BIDDERS TO INDICATE THE FOLLOWING DETAILS:

Details	Bidders to Indicate
1(a) - Make of the offered chassis:-	
1(b)- Model of the offered chassis:-	
1© - Min. capacity of Diesel tank (6KL Diesel Bowser):-	
1(d)- Entire diesel tank should have number of compartment(s):- 2 Nos.	
1(e)- Min. discharge capacity of Diesel pump should be regulated through discharge gun of 1” (one inch) outlet dia. (Range 60LPM- 65LPM):-	
1(f)- G.V.W of Truck cab-chassis (cabin shall be built by the chassis manufacturers of Tata/Ashok Leyland/Eicher/ Equivalent Indian make) (Equal or	

More Than 9000Kgs):-	
2. STATUS OF THE BIDDERS (Whether MANUFACTURER / AUTHORIZED DEALER)	
3. PROVENNESS STATUS OF THE BIDDER [Whether Proven Source or MSE (Claiming relaxation of Prior Experience)]	
4. NAME OF PRINCIPAL; (Applicable ONLY for authorised dealer , In case of status of bidder is "Manufacturer" then mentioned "Not Applicable")	

10.Guarantee / Warranty: The supplier shall guarantee for satisfactory performance of the complete equipment for a period of period of 12 months from the date of Installation and commissioning or 18 months from the date of receipt and acceptance whichever is earlier..

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 Western Coalfields Limited. In case of warranty claim, the supplier shall without charge, repair or rectify defective goods or to replace such goods with similar goods free from defect. Any goods repaired or replaced by the supplier shall be delivered at the buyers premises without costs to the buyer.

11.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 Diesel Bowzer 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-BG (Security Deposit) to be submitted on GeM portal)

12. 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.

13.DELIVERY SCHEDULE: The delivery shall be completed within 6 (Six) months from the date of placement of order. The delivery schedule shall be reckoned from 7th day of the order date. No material to be supplied without delivery extension. Request for extension of delivery period to be made within the scheduled delivery period.

14. PROVEN NESS CRITERIA:

14.1 The equipment, Diesel Bowser, offered by the tenderer shall be considered proven provided ONE number of the tendered/higher 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

14.2 In case the the tendered/higher 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 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 tank 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-14.1.

14.3 In case the indigenous manufacturer is quoting the tendered/higher 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 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 tank 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 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.

14.4 In case the indigenous manufacturer is quoting the offered equipment as supplied by their licensor having valid IPR for the tendered/higher tank capacity of the offered equipment being offered worldwide in the past and the tendered/higher 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 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 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.

14.5 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 tank

capacity of the offered equipment as supplied by their foreign (principal) manufacturer worldwide in the past and the tendered/higher 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 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 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.

14.6 "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.

14.7 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.

15. 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.

16. CONSIGNEE AND ALLOCATION :

Area	Mine/ Project	Quantity	Consignee Details
Nagpur	Gondegaon OCM,Nagpur Area	1 No	Depot Officer, Regional Stores, WCL, Nagpur AREA, P.O.:Silewara Distt:- Nagpur -(M.S) - 441109 GST no: 27AAACW1578L1ZW
Wani Area	Penganga OCM,Wani Area	1 No	Depot Officer, Regional Stores, WCL, Wani AREA, P.O.:Ghugus Colliery Distt:- Chandrapur -(M.S) -442505 GST no: 27AAACW1578L1ZW

Wani Area	Mungoli Nirguda Exte Deep Mine,Wani Area	1 No	Depot Officer, Regional Stores, WCL, Wani AREA, P.O.: -Ghugus Colliery Distt:- Chandrapur -(M.S) -442505 GST no: 27AAACW1578L1ZW
Majri Area	NMOC,Majri Area	1 No	Depot Officer, Regional Stores, WCL, Majri AREA, P.O.: -Shivaji Nagar, Distt:- Chandrapur -(M.S) -442603 GST no: 27AAACW1578L1ZW

17. Payment Terms: 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 complete Diesel Bowser at site by the consignee and receipt and acceptance of the Performance Bank Guarantee.

Balance 20% payment including erection & commissioning charges (if any) shall be made after successful completion of erection, testing, commissioning and final acceptance of the Diesel Bowser (along with the accessories) upon presentation of successful commissioning certificate, signed by Staff Officer (E&M) of the Respective Area, to the effect that the Diesel Bowser has been commissioned to their entire satisfaction

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

19. DOCUMENTS TO BE SUBMITTED ALONGWITH THE OFFER:

- 1) Documents in support of the Eligibility Criteria
- 2) Authorization and Declaration by Indian Agents (only in case of bidder is a Authorized dealer / Indian Agent) (as per Annexure 4 and 5)
- 3) Self attested photo copy of the standard to be followed as per BIS /ISO /SAE/ International Standard, wherever it is applicable.

4) Documents related to Provenness Criteria

4.1.1 Supply order, for the tendered/higher 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.

4.1.2 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.

4.2 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.

5) Any other documents as required as per the technical / commercial terms of the bid

20. DOCUMENTS TO BE SUBMITTED ALONGWITH SUPPLY

a-Documents necessary for safety and other clearances/ approvals from Govt. and other regulatory bodies as applicable as mentioned above in Scope of supply

b-Approved drawing of diesel bowser from Chief Controller of Explosive (CCOE), PESO.

c-Inspection and passing report from PESO for newly fabricated bowser.

d-Applicable test certificate(s).

e-Operation and maintenance manual – 1 set.

f- Liquid explosive license and calibration certificate, Tax invoice, Sale certificate, Temporary Registration, Insurance & all other documents necessary for safety and other clearances/ approvals from Govt. and other regulatory bodies; as applicable

g) Guarantee/Warranty Certificate

ANNEXURE - 1

PROFORMA FOR EQUIPMENT AND QUALITY CONTROL

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

Reference : Western Coalfields Ltd Hqrs___ TenderNo._____ Date_____ for supply of_____

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

(Signature of Tenderer)

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

ANNEXURE - 2

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

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

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

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

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

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

b) However, If bidders have submitted documents to prove their Startup / MSE status for the tendered item but without certificate towards quality assurance and capability from some authority like MSME, NSIC etc., the tender inviting authority, if needed, may assess the techno commercial capability of these vendors to manufacture and deliver goods as per the prescribed quality and technical specification before awarding contract to them. For this purpose, a 'Proforma for Equipment and Quality Control' (as per Annexure- 1) has been enclosed in the tender documents and such MSEs/ Startups should submit the details of plant & machinery, quality control arrangements, etc., in the above proforma along with their bids for verification of their technical capability. After opening of bids, the verification of technical capability may be done by the concerned Technical Department.

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

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

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

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

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

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

ANNEXURE - 3

FORMAT FOR SELF-CERTIFICATION OF PERFORMANCE

(On the Letter Head of Bidder)

Format for self-certification of Performance

(On the Letter Head of Bidder)

Tender No.

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

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

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

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

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

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

ANNEXURE - 4

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

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

To

General Manager (MM)

Western Coalfields Ltd

Dear Sir.

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

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

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

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

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

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

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

OR

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

Signature of Authorized signatory of Principal

Date:

Seal of the firm

ANNEXURE - 5

UNDERTAKING TO BE SUBMITTED BY THE INDIAN AGENTS OF LOCAL SUPPLIERS

(to be typed on the Indian agent letter head)

To

General Manager (MM)

Western Coalfields Ltd

Dear Sir.

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

We have submitted the following documents.

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

Signature of Authorized Dealer / Indian Agent

Date:

Seal of the firm

Performance Bank Guarantee Format

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

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

Messers a Company / Firm having its office at No.
..... (hereinafter called 'the Contractor') has entered into the Agreement /
Contract / Purchase Order vide no dated (hereinafter called 'the said
agreement') with Coal India Limited, Kolkata on behalf of Western Coalfields Limited (Name of
the Purchaser Company) hereinafter called ('the Company') to supply..... stores /
materials amounting to Rs..... on the terms and conditions contained in the said
agreement.

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

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

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

We, the Bank - further agree that the guarantee shall come into force from the date hereof and
shall remain in full force and effect till the period that will be taken for the performance of the
said agreement which is likely to be the day of but if the period of agreement is extended
either pursuant to the provisions in the said agreement or by mutual agreement between the
contractor and the Company the Bank shall renew the period of the guarantee failing which it
shall pay to the Company the said sum of Rs.....or such lesser amount out of the said
sum of Rs.....as may be due to the Company and as the Company may demand. This
guarantee shall remain in force until the dues of the Company in respect of the said sum of
Rs.....and interest are fully satisfied and the company certifies that the agreement
regarding re-payment of the said sum of Rs..... has been fully carried out by the contractor
and discharges the guarantee.

The Bank further agrees with the Company that the Company shall have the fullest liberty
without the consent of the Bank and without affecting in any way the obligations hereunder to
vary any of the terms and conditions of the said agreement or to extend the time for
performance of the said agreement from time to time or to postpone for any time or from time to

time any of the powers exercisable by the Company against the contractor and to forbear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the contractor or through any forbearance, act or omission on the part of the Company or any indulgence by the Company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provisions have the effect of relieving or discharging the Guarantor.

The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above the Bank shall pay to the Company the said sum of Rs..... or such lesser sum as may then be due to the Company and as the Company may require.

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

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

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

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

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

Place

Signature of the authorized person

For and on behalf of the Bank