

## Contract | अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687761964698

Generated Date | अनुबंध तिथि: 14-Feb-2023

Bid/RA/PBP No. | बोली/आरए/पीबीपी संख्या: [GEM/2022/B/2471013](#)

Organisation Details   संगठन विवरण	Buyer Details   खरीदार विवरण
Type   प्ररूप: Central PSU	Designation   पद: Manager
Ministry   मंत्रालय: Ministry of Coal	Contact No.   संपर्क नंबर: 0712-2511381-
Department   विभाग: Materials Management	Email ID   ईमेल आईडी: alokkumar@westerncoal.gov.in
Organisation Name   संगठन का नाम: Western Coalfields Ltd	GSTIN   जीएसटीआईएन: 27AAACW1578L1ZW
Office Zone   कार्यालय क्षेत्र: Western Coalfields Limited / Nagpur	Address   पता: WCL Hqrs, Coal Estate, Civil Lines, NAGPUR, MAHARASHTRA-440001, India

Financial Approval Detail   वित्तीय स्वीकृति विवरण	Paying Authority Details   भुगतान प्राधिकरण विवरण
IFD Concurrence   आईएफडी सहमति: Yes	Role: PAO
Designation of Administrative Approval   प्रशासनिक अनुमोदन का पदनाम: GM MM P	Payment Mode   भुगतान का तरीका: Offline
Designation of Financial Approval   वित्तीय अनुमोदन का पदनाम: GM Finance	Designation   पद: Dy Manager Fin
	Email ID   ईमेल आईडी: sprathi@westerncoal.gov.in
	GSTIN   जीएसटीआईएन: 27AAACW1578L1ZW
	Address   पता: WCL Hqrs, Coal Estate, Civil Lines, NAGPUR CITY, MAHARASHTRA-440001, India

Seller Details   विक्रेता विवरण	
GeM Seller ID   जेम विक्रेता आईडी: 2206180000513964	Company Name   कंपनी का नाम: CLOUD TECH PRIVATE LIMITED
Contact No.   संपर्क नंबर: 08930345768	Email ID   ईमेल आईडी: vimal@cloudtec.in
Address   पता: 207-A, HSIIDC, Manakpur Industrial Estate, Phase-1, Manakpur, Yamunanagar, HARYANA-135001, -	MSME verified   एमएसएमई सत्यापित: Yes
MSME Registration number   एमएसएमई पंजीकरण संख्या: UDYAM-HR-19-0003701	MSE Social Category   एमएसई सामाजिक श्रेणी: General
MSE Gender   एमएसई लिंग श्रेणी: Male	GSTIN   जीएसटीआईएन: 06AAGCC4158A1Z3

\*GST / Tax invoice to be raised in the name of | जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा - Consignee

Product Details   उत्पाद विवरण						
#	Item Description   आइटम विवरण	Ordered Quantity   आइटम विवरण	Unit   इकाई	Unit Price (INR)   इकाई मूल्य (INR)	Tax Bifurcation (INR)   कर विभाजन (INR)	Price (Inclusive of all Duties and Taxes in INR)   मूल्य (INR) में सभी शुल्क और कर सहित
1	Product Name   उत्पाद का नाम: CLOUD TECH Mobile Type on Trolley 27000 to 31000 sqmtr for 100 meter Coverage Area Fog or Mist Generators Brand   ब्रांड: CLOUD TECH Brand Type   ब्रांड प्रकार: Registered Brand Catalogue Status   कैटलॉग की स्थिति: OEM verified catalogue Selling As   कैसे बेचा जा रहा है: OEM Category Name & Quadrant   श्रेणी का नाम और चतुर्थांश: Fog or Mist Generators (Q3) Model   मॉडल: CTFC100 HSN Code   एचएसएन कोड: 84248990	69	pieces	674,000	NA	46,506,000
Total Order Value   कुल ऑर्डर मूल्य (in INR)						46,506,000

Consignee Detail   परेषिती विवरण						
S.No   क्र.सं.	Consignee   परेषिती	Item   वस्तु	Lot No.   लॉट नंबर	Quantity   मात्रा	Delivery Start After   दैनिक के बाद डिलीवरी शुरू करना है	Delivery To Be Completed By   वितरण पूरा कब तक करना है
1	Designation   पद: - Email ID   ईमेल आईडी: ujawal.rane@coalindia.in Contact   संपर्क: 07173-230421- GSTIN   जीएसटीआईएन: 27AAACW1578L1ZW Address   पता: Regional Stores, WCL Ballarpur Area PO Sasti Distt Chandrapur	CLOUD TECH Mobile Type on Trolley 27000 to 31000 sqmtr for 100 meter Coverage Area	-	2	14-Feb-2023	14-Jun-2023

	(M.S) Pin 442 706, Chandrapur, MAHARASHTRA-442706, India	Fog or Mist Generators				
2	Designation   पद : - Email ID   ईमेल आईडी : asaari.mahender@nic.in Contact   संपर्क : -9618810882- GSTIN   जीएसटीआईएन : - Address   पता : Regional Stores, WCL Wani North Area , PO UKNI, Tahsil WANI Dist Yavatmal (MS)Pin 445 304, YAVATMAL, MAHARASHTRA-445304, India	CLOUD TECH Mobile Type on Trolley 27000 to 31000 sqmtr for 100 meter Coverage Area Fog or Mist Generators	-	21	14-Feb-2023	14-Jun-2023
3	Designation   पद : - Email ID   ईमेल आईडी : abhimanue.katoch@nic.in Contact   संपर्क : 90102-08572- GSTIN   जीएसटीआईएन : 27AAACW1578L1ZW Address   पता : Regional Stores, WCL P.O. Umrer Project Dist. Nagpur M.S. Pin 441204, NAGPUR, MAHARASHTRA-441204, India	CLOUD TECH Mobile Type on Trolley 27000 to 31000 sqmtr for 100 meter Coverage Area Fog or Mist Generators	-	10	14-Feb-2023	14-Jun-2023
4	Designation   पद : - Email ID   ईमेल आईडी : kskattimani@westerncoal.gov.in Contact   संपर्क : 7172-265351- GSTIN   जीएसटीआईएन : 27AAACW1578L1ZW Address   पता : Regional Stores, WCL, Durgapur Opencast, P.O. DURGAPUR Distt Chandrapur, ( M.S)Pin 442 403, CHANDRAPUR, MAHARASHTRA-442403, India	CLOUD TECH Mobile Type on Trolley 27000 to 31000 sqmtr for 100 meter Coverage Area Fog or Mist Generators	-	7	14-Feb-2023	14-Jun-2023
5	Designation   पद : - Email ID   ईमेल आईडी : akpandey989.wcl@nic.in Contact   संपर्क : -6260565123- GSTIN   जीएसटीआईएन : 23AAACW1578L1Z4 Address   पता : Regional Stores, WCL PENCH AREA P.O CHANDAMETA Distt. Chhindwara, M.P 480447 GSTN: 23AAACW1578L1Z4, CHHINDWARA, MADHYA PRADESH-480447, India	CLOUD TECH Mobile Type on Trolley 27000 to 31000 sqmtr for 100 meter Coverage Area Fog or Mist Generators	-	5	14-Feb-2023	14-Jun-2023
6	Designation   पद : - Email ID   ईमेल आईडी : maansari022@westerncoal.gov.in Contact   संपर्क : 758-7595303- GSTIN   जीएसटीआईएन : 23AAACW1578L1Z4 Address   पता : Regional Stores,WCL Kanhan Area, P.O Dongaria Distt Chhindwara, M.P. Pin 480551 GSTN: 23AAACW1578L1Z4, CHHINDWARA, MADHYA PRADESH-480551, India	CLOUD TECH Mobile Type on Trolley 27000 to 31000 sqmtr for 100 meter Coverage Area Fog or Mist Generators	-	1	14-Feb-2023	14-Jun-2023
7	Designation   पद : - Email ID   ईमेल आईडी : rahul.amane@nic.in Contact   संपर्क : 07116-247181- GSTIN   जीएसटीआईएन : 27AAACW1578L1ZW Address   पता : Regional Stores, WCL PO SILEWARA COLLIERY Dist. Nagpur M.S.; Pin 441 109, NAGPUR, MAHARASHTRA-441109, India	CLOUD TECH Mobile Type on Trolley 27000 to 31000 sqmtr for 100 meter Coverage Area Fog or Mist Generators	-	22	14-Feb-2023	14-Jun-2023
8	Designation   पद : - Email ID   ईमेल आईडी : mr.patil3485@nic.in Contact   संपर्क : 07239-241341- GSTIN   जीएसटीआईएन : 27AAACW1578L1ZW Address   पता : Regional Stores, WCL Wani North Area , PO UKNI, Tahsil WANI Dist Yavatmal (MS)Pin 445 304, YAVATMAL, MAHARASHTRA-445304, India	CLOUD TECH Mobile Type on Trolley 27000 to 31000 sqmtr for 100 meter Coverage Area Fog or Mist Generators	-	1	14-Feb-2023	14-Jun-2023

**Product Specification for CLOUD TECH Mobile Type on Trolley 27000 to 31000 sqmtr for 100 meter Coverage Area Fog or Mist Generators**

Specification   विनिर्देश	Sub-Spec   उप-विनिर्देश	Value   मूल्य
Generic	Working Principle	Based on a jet of finely atomised water carried by a stream of air generated by a fan.
	Uses of Mist Generator	Urban development zone construction land, demolition site, station storage coal yard, coal washing plant, coking plant, iron ore plant, port and other blowing sand control. The main function is spray dust suppression, and the function of sprinkler and road flushing can effectively inhibit the production of dust.
	Hydraulic Pressure to obtain the required Throw Distance and Droplet Size	10
	Throw Distance ±5%	100
	Water Droplet Size (µm)	30µm to 50µm
	Coverage Area in sq meter for higher ratings	27000 to 31000 sqmtr for 100 meter
	Coverage Area in sq meter for other ratings (write NA for 80,100 and 120 meter)	0
	Angle of rotation	adjustable automatically up to a maximum of 320 degree and overridden by allowing full manual control of the machine

	Elevation Pitching Lower and Raise	adjustable between 0 and 45 degrees for the efficient management of range
	System mounting Type	Mobile Type on Trolley
	Sound suppression inbuilt	Yes
Construction	Overall Length of Fog Canon	2.4
	Overall Width of Fog Canon	1.74
	Overall Height of Fog Canon	2.8
	Overall Weight without Trolley	800
	Overall Weight with Trolley (write NA if not applicable) (Kg)	1200
	Power Consumption of Turbine Fan Motor (KW)	37
	Nominal Current of Turbine Fan Motor (A)	68
	Nominal Voltage & Frequency	3 Phase / 415 V/ 50 Hz
	High Pressure Booster Water Pump	Yes
	Power Consumption of High Pressure Booster Water Pump	11
	Nos of Nozzles in Fog Canon	84
	Water Consumption at 10 Bar Pressure	250
	Water Consumption at 15 Bar Pressure	133
	Water Consumption at 20 Bar Pressure	50
	Water Filter size ( $\mu\text{m}$ )	150
	Material Used for construction	Steel
	Grade of steel	Mild Steel
	Upward rotational Angle	90 degrees from horizontal position
	Rotation left to right	320 degrees
	Water consumption at declared throw distance	250
	Nozzles Type	Solid Cone
	Water Nozzle Material	SS304
Water Supply Connection diameter	63	
Operating Control System	with remote operations through wired operator's panel and wireless operators panel	
Remote Control Range	100	
Performance	Exhaust air velocity	33.5
	Water Discharge capacity ( liter/minute)	250
	Throw length at 0 Beaufort Wind Condition (wind < 1 km/h)	100
	Throw length at 4 Beaufort Wind Condition(wind 20–28 km/h)	10
	Throw width at 0 Beaufort Wind Condition (wind < 1 km/h)	10
	Throw height Maximum	33
	Covering surface area in fixed position	4000
	Noise level at full performance for Inbuilt sound suppression system at 1 meters	90
	Noise level at full performance for Inbuilt sound suppression system at 20 meters	65
	Degree of Protection (IP Rating)	IP 55
	Availability of Test Report from Central Govt/ NABL/ ILAC accredited lab to prove conformity of declared parameters	Yes
	Test Report Number and Date	19025000136 1/3/2019
	Comprehensive annual maintenance contract plan should be delivered in India	Yes

Certification	Training of operation and maintenance at consignee end by supplier	Yes
	List of initial spares	Filter, Nozzles
	Pre dispatch Inspection by third Party agency	Yes
	On Site Warranty period	1
	Spares and Service support shall be available locally for minimum 7 years by its OEM or authorized Dealer	Yes

**Buyer Defined Additional Specification for | खरीदार परिभाषित अतिरिक्त विशिष्टता के लिए CLOUD TECH Mobile Type on Trolley 27000 to 31000 sqmtr for 100 meter Coverage Area Fog or Mist Generators**

Specification   विनिर्देश	Value   मूल्य
All electricals are to be with IP55 protection	Agreed

**Corrigendum | शुद्धिपत्र**

1. **Extended Upto** | तक बढ़ाया गया : 2022-09-12 16:00:00

**Terms and Conditions | नियम और शर्तें**

**1. General Terms and Conditions-**

- 1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 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) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

**2. Buyer Added Bid Specific Terms and Conditions-**

**2.1 Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

**2.2 Generic**

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

**2.3 Generic**

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

**2.4 Generic**

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

**2.5 Generic**

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

**2.6 Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

**2.7 Generic**

Upload Manufacturer authorization: Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

**2.8 Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

#### 2.9 Scope of Supply:

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

#### 2.10 Warranty:

Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.

#### 2.11 Warranty:

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 7 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

#### 2.12 Certificates:

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

#### 2.13 Forms of EMD and PBG:

Bidders can also submit the EMD with Account Payee Demand Draft in favour of WESTERN COALFIELDS LIMITED payable at NAGPUR.

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

#### 2.14 Forms of EMD and PBG:

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name WESTERN COALFIELDS LIMITED Account No. 10205966091 IFSC Code SBIN0009060 Bank Name STATE BANK OF INDIA Branch address COAL ESTATE BRANCH CIVIL LINES, NAGPUR 440001 .

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

#### 2.15 Forms of EMD and PBG:

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of WESTERN COALFIELDS LIMITED payable at NAGPUR. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

#### 2.16 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

Buyer Added text based ATC clauses

Provenness criteria: 1.1. The equipment, Mobile/Portable Mist fogger canon system, offered by the tenderer shall be considered proven provided One number of the type (Mist fogger) and offered / higher capacity (throw range (mtrs), Pump (KW or LPS) & Nozzle quantity (nos.)) of offered equipment, must have been supplied by the bidder 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 year from the date of commissioning (window period of 5 years). The performance of only those equipment would be considered for assessing provenness which have been commissioned 1 year 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. 1.2 In case the offered equipment has not been supplied by the bidder in India, or if supplied and commissioned in India but the same has not completed ONE year of performance for provenness as mentioned above, the offered equipment will be considered proven if the minimum worldwide population is ONE number of the type (Mist fogger) and offered / higher capacity (throw range (mtrs), Pump (KW or LPS) & Nozzle quantity (nos.)) of 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 year 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 type (Mist fogger) and offered / higher capacity (throw range (mtrs), Pump (KW or LPS) & Nozzle quantity (nos.)) of offered equipment in India or if supplied and commissioned in India, the same has not completed ONE years of performance for provenness as mentioned above at sub clause-1.1. 1.3 In case the indigenous manufacturer is quoting the offered equipment, as supplied by their foreign collaborator worldwide in the past, and the quoted 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 year of performance for provenness as mentioned above, the offered equipment will be considered proven if the minimum worldwide population is one number of type (Mist fogger) and offered / higher capacity (throw range (mtrs), Pump (KW or LPS) & Nozzle quantity (nos.)) of 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 year from the date of commissioning. However, for worldwide population, foreign collaborator's experience of supplying the type (Mist fogger) and offered / higher capacity (throw range (mtrs), Pump (KW or LPS) & Nozzle quantity (nos.)) of offered equipment worldwide shall be considered only if the indigenous manufacturer submits self certified 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. 1.4- In case the indigenous manufacturer is quoting the offered equipment as supplied by their licensor having valid IPR for the type (Mist fogger) and offered / higher capacity (throw range (mtrs), Pump (KW or LPS) & Nozzle quantity (nos.)) of offered equipment worldwide in the past and the type (Mist fogger) and offered / higher capacity (throw range (mtrs), Pump (KW or LPS) & Nozzle quantity (nos.)) of 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 type (Mist fogger) and offered / higher capacity (throw range (mtrs), Pump (KW or LPS) & Nozzle quantity (nos.)) of 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 type (Mist fogger) and offered / higher capacity (throw range (mtrs), Pump (KW or LPS) & Nozzle quantity (nos.)) of offered equipment worldwide shall be considered only if the indigenous manufacturer submits self certified 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. 1.5- 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 type (Mist fogger) and offered / higher capacity (throw range (mtrs), Pump (KW or LPS) & Nozzle quantity (nos.)) of offered equipment as supplied by their foreign (principal) manufacturer worldwide in the past and type (Mist fogger) and offered / higher capacity (throw range (mtrs), Pump (KW or LPS) & Nozzle quantity (nos.)) of 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 type (Mist fogger) and offered / higher capacity (throw range (mtrs), Pump (KW or LPS) & Nozzle quantity (nos.)) of 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 type (Mist fogger) and offered / higher capacity (throw range (mtrs), Pump (KW or LPS) & Nozzle quantity (nos.)) of offered equipment worldwide shall be considered only if the Indian manufacturing entity submits self certified 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. 1.6. "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. 1.7- 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. Documents to be submitted along with Offer: 1. Supply order, for the type (Mist fogger) and offered / higher capacity (throw range (mtrs), Pump (KW or LPS) & Nozzle quantity (nos.)) of offered equipment, supplied during last 5 years from date of tender opening, from Mining Industry and/or from the other Industries (Private or Govt./Public Sector Undertakings- indigenous or global) against provenness criteria. 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 selfcertification claiming satisfactory performance of the equipment supplied for of one year from the date of commissioning. The details of format for self-certification are given in Annexure-3. 3. 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. Performance Bank Guarantee:- The successful bidder shall submit the Performance Bank Guarantee equivalent to 10% value of the total value of the contract valid for 18 months from the date of receipt of the material at the consignee end. Format of PBG is as per Attached Annexure-5

Pre-contract Integrity Pact:- The bidders will have to upload along with their offer, digitally signed Pre-Contract Integrity Pact . Names, Full Address, Phone no and email Id of both the Independent External Monitors are as under:

## 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, as per cl no: 23G of the NIT )

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.

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## 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	Name of IEM	Address	e-mail ID	Mobile No
1	Shri Anil Kaushal, ITS (Retd.)	A-I/245, GF, Janakpuri, New Delhi - 110058	kaushal.anil17@gmail.com	8800028118
2	Shri Sudhir Kumar, IAS (Retd)	8022, ATS-One Hamlet, Sector-104, PO Maharshi Nagar, Noida-201304	sukuag@hotmail.com	

SI no	NIT Item Description	Offered product	Supply order issuing authority	Supply Order No.	Date of Supply Order (in DD/MM/YYYY format)	Rate of 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 :

**DETAILS TO BE INDICATED BY BIDDER**

<b>SPECIFICATION PARAMETERS</b>	<b>BIDDER'S VALUE</b>
<b>(a) Range (in meter)</b>	
<b>(b) Nozzle (quantity in nos.)</b>	
<b>(c) Water consumption (in lpm)</b>	
<b>(d) Pump (KW or LPS)</b>	
<b>(e) Fan (kW)</b>	
<b>(f) Model offered</b>	

**Performance Bank Guarantee Format**

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

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

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

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

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

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

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

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

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

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

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

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

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

Place

Signature of the authorized person

For and on behalf of the Bank

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

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिंट आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।