



Contract



11100830121288 DT.24-Feb-2022

Contract No: GEMC-511687733577474

Generated Date: 24-Feb-2022

Bid/RA/PR No:[GEM/2021/B/1346596](#)

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

| | |
|---|---|
| Financial Approval Detail | Paying Authority Details |
| IFD Concurrence: No Designation of Administrative Approval: GM(MM) Designation of Financial Approval: CM(F) | Payment Mode: Offline Designation: Dy Manager Fin 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: 0748180000690508 Company Name: PLT INDUSTRIES PRIVATE LIMITED Contact No.: 09810269258 Email ID: INFO@PLTINDUSTRIES.COM Address: 24,ENGINEERS ENCLAVE,PITAMPURA,PITAMPURA, North West delhi, DELHI-110034, - MSME verified: Yes MSME Registration number: RJ02B0002887 GSTIN: 08AAACP4015D1ZY , 07AAACP4015D1Z0 |

*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 : FINAL DRIVE BEARING SET FOR BEML MAKE D-155 DOZER Brand : PLT Brand Type : Registered Brand Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM Category Name & Quadrant : FINAL DRIVE BEARING SET FOR BEML MAKE D-155 DOZER (Q3) FINAL DRIVE BEARING SET FOR BEML MAKE D-155 DOZER HSN not specified by seller | 30 | pieces | 46,000 | NA | 1,380,000 |
| Total Order Value (in INR) | | | | | | 1,380,000 |

| Consignee Detail | | | | | | |
|------------------|---|---|---------|----------|----------------------|-----------------------------|
| S.No | Consignee | Item | Lot No. | Quantity | Delivery Start After | Delivery To Be Completed By |
| 1 | Designation: - Email ID: laxminarayan@westerncoal.gov.in Contact: - GSTIN: 27AAACW1578L1ZW Address: WCL Central Stores, Urjagram, Tadali- 442406, CHANDRAPUR, MAHARASHTRA-442406, India | FINAL DRIVE BEARING SET FOR BEML MAKE D-155 DOZER | - | 30 | 24-Feb-2022 | 24-Jun-2022 |

| Product Specification for FINAL DRIVE BEARING SET FOR BEML MAKE D-155 DOZER | | |
|---|----------|-------|
| Specification | Sub-Spec | Value |

Custom Specification

Custom Specification

Yes

Seller Specification Document:

1. [SpecificationDocument1](#)

mkp.gem.gov.in/catalog_data/catalog_support_document/41/53/341/CatalogAttrs/SpecificationDocument/2021/8/2/2021_08_02_14_05_10_techload_2021-08-02-14-08-51_ed59fce1d6d0c0000c951e1eca50cb1f.pdf

Buyer Specification Document:

1. [SpecificationDocument](#)

mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/83984/54/78/703/CatalogAttrs/SpecificationDocument/2021/7/9/custom_catalogue-fd-bearing_2021-07-09-16-10-37_3d9061006c67979d6915c55dd14c5792.pdf

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) : Only supply 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 DETAILS

1. TRR drill bits

| SL NO | AREA | BC AMOUNT SOUGHT | BC AMOUNT RECEIVED | BC REFERENCE NO AND DATE | E OFFICE/FILE NO |
|-------|---------------------|--------------------|--------------------|--|-------------------|
| 1 | BALLARPUR | 4165400.00 | 4165400.00 | BA/RB/ HEMM/A&B/E2/21-22 DT 04/03/21 | 411428 |
| 2 | CHANDRAPUR | 3530560.00 | 3530560.00 | RB/CHA/AREA/MB/A&B/HEMM-STORES/06/02/2021-22 DT-27/02/21 | 22 DT-08/01/21 |
| 3 | WANI | 4385900.00 | 4135400.00 | RB/WA/543/2021-22 DT-02/05/21 | 478973 |
| 4 | WANI NORTH | 2764740.00 | 2765000.00 | REV/WNA/HQ-A&B/21-22/EX-1 DT-01/04/2021 | 464130 |
| 5 | MAJRI | 1038400.00 | 1038400.00 | 4460/HEMM STORES/002/01/A&B DT-21/01/2021 | 410890 |
| 6 | NAGPUR | 2076800.00 | 2077000.00 | BC/REV/HEMMM STORES/21-22/HQ/P-21/20/2 DT-20/11/21 | 410570 |
| 7 | UMRER | 1700380.00 | 1700380.00 | HQ/HEMM SPARES/USA/51/2 DT-27/01/2021 | 123 DT 20/01/2021 |
| | TOTAL AMOUNT | 19662180.00 | 19412140.00 | | |

2. BE300 Hydraulic Excavator

| SL NO | AREA | BC AMOUNT SOUGHT | BC AMOUNT RECEIVED | BC REFERENCE NO AND DATE | E OFFICE/FILE NO |
|-------|------------|------------------|--------------------|--|------------------|
| 1 | BALLARPUR | 2737849.18 | 2737849 | BA/RB/ HEMM/A&B/E8/GL DT-22/04/2021 | 470794 |
| 2 | CHANDRAPUR | 3387521.58 | 3387522 | RB/CHA/AREA/MB/A&B/HEMM-STORES/07/07/2021-22 DT-20/04/21 | 29/ 13/04/21 |
| 3 | WANI | 3506439.62 | 3506440 | RB/WA/04/2021-22 DT-06/05/2021 | 481940 |
| 4 | WANI NORTH | 4713501.74 | 4714000 | REV/WNA/HQ-A&B/21-22/EX-12 DT-12/08/2021 | 741 DT-12/04/21 |
| 5 | MAJRI | 1619107.7 | 1619108 | 4460/HEMM STORES/002/007/A&B DT-25/04/2021 | 25 / DT 13/04/21 |
| 6 | NAGPUR | 2801048.6 | 2801049 | BC/REV/HEMMM STORES/21-22/HQ/P-24/17 DT-27/04/21 | 479342 |
| 7 | UMRER | 5078146.54 | 3525829 | HQ/HEMM SPARES/USA/01/05 DT-23/04/2021 | 28 DT 23/04/2021 |
| | | | 1552317 | HQ/HEMM SPARES/USA/01/12 DT-25/05/2021 | 65 DT 27/05/2021 |
| | | | 5078146 | | |

| | | | | |
|--|--|-------------|----------|--|
| | | 23843614.96 | 23844114 | |
|--|--|-------------|----------|--|

3. BH60 Dumper

| SL NO | AREA | BC AMOUNT SOUGHT | BC AMOUNT RECEIVED | BC REFERENCE NO AND DATE | EOFFICE/FILE NO |
|-------|------------|------------------|--------------------|--|------------------|
| 1 | BALLARPUR | 4999889.98 | 3233021 | BA/RB/ HEMM/A&B/E6/21-22 DT-12/03/2021 | 458299 |
| 2 | CHANDRAPUR | 1469080.4 | 713300 | RB/CHA/AREA/MB/A&B/HEMM-STORES/07/06/2021-22 DT-04/04/21 | 26 / 23/03/21 |
| 3 | WANI | 1608424.4 | 1608424 | RB/WA/02/2021-22 DT-25/04/2021 | 475325 |
| 4 | WANI NORTH | 521238.72 | 521000 | REV/WNA/HQ-A&B/21-22/EX-5 DT-01/04/2021 | 464130 |
| 5 | MAJRI | 1262615.34 | 1262615 | 4460/HEMM STORES/002/010/A&B DT-07/05/2021 | 481433 |
| 6 | NAGPUR | 1469080.4 | 1469080 | BC/REV/HEMMM STORES/21-22/HQ/P-26/25 DT-10/05/21 | 482021 |
| 7 | UMRER | 1185781.44 | 1185782 | HQ/HEMM SPARES/USA/1/3 DT-05/04/2021 | 07 DT 06/04/2021 |
| | | 12516110.68 | 9993222 | | |

Details of BC utilized amount and balance is given below:

| Sl no | MB details | BC received | Utilized on head | Utilized amount | Balance |
|-------|---------------------|-------------|--|--------------------|-------------------|
| 1 | TRR Drill bit | 19412140 | BC for TRR Drill bits communicated vide E file vide 347481 | 19186800.00 | 225340.00 |
| 2 | BE300 Hyd Excavator | 23844114.00 | BC for OPM items has been sent to MM vide E file 546989 . | 18125187.00 | 109015.80 |
| | | | BC for Under carriage has been sent to MM dept vide file no 533750 | 5015661.00 | |
| | | | BC for Radiator assembly of D155 dozer vide file no 485318 | 405250.20 | |
| | | | BC for Radiator assembly vide file no 485318 | 189000.00 | |
| | | | Total | 23735098.20 | |
| 3 | BH60 Dumper | 9993222.00 | BC for OPM items communicated vide file no 577677 | 8020852.48 | 1046069.52 |

| | | | | |
|----------------------|--|---|-------------------|-------------------|
| | | BC for radiator assly communicated vide e file 485318 | 926300.00 | |
| | | Total | 8947152.48 | |
| Total Balance | | | | 1380425.32 |

Technical specification and other technical terms and conditions for procurement of Final Drive Bearing Set for D 155 Dozer from Proven sources.

Part-A: Technical and provenness terms and conditions should be complied by the prospective bidder

Part-B: Format of Technical Parameter Sheet to be filled and submitted by the bidder for technical evaluation.

Part-C: Documents to be submitted by the bidder along with the offer.

PART-A

Details of items to be procured from Proven Source for D 155 Dozer is as follows:

| Sl no. | Description | Part no. / Mat Code | Qty | Category |
|--------|--|-----------------------|--------|----------|
| 1 | Final Drive Bearings Set of BEML make D155 Dozer | Mat Code: 11213990433 | 30 set | Proven |

The final drive bearings are to be procured in set and one set of final drive bearings consists of bearings as per details given below:

| Sn | Description | Part Number | Bearing No | Qty |
|----|-------------|-------------------------|------------|-----|
| 1 | Bearing | 1700913210 | NJ416C4 | 1 |
| 2 | Bearing | 1700913220 / 125FD91982 | NJ2315C4 | 1 |
| 3 | Bearing | 1700913230 | NJ2222C4 | 1 |
| 4 | Bearing | 1700913240 | NJ2322C4 | 1 |
| 5 | Bearing | 1700913250 / 125FD91933 | 24124BD1C3 | 1 |
| 6 | Bearing | 0603023134 | 23134BD1C3 | 1 |

2. Technical Specification:

Definition of OEM is Original Equipment Manufacturer of D 155 Dozer and in the instant case, M/s BEML Limited is the OEM of D 155 Dozer for which intended items are required.

The part number and description indicated above are the technical specification of the items as per the OEM Part number and all the specifications / dimensions of the offered items should be as per the OEM standards and shall fit and function properly on the machine without any modifications and perform satisfactorily as per the Technical Specification.

In case of any bidder quote with the alternate part number which is equivalent to OEM Part numbers should submit following self-declaration:

“It is hereby confirmed that the alternate part number submitted in our offer for each quoted product is equivalent to the OEM Part numbers and it conforms to the technical specification and application of ATC/TPS Part numbers and the offered item shall fit and function properly on the machine for which it is intended without any modifications and perform satisfactorily as per the terms and conditions of ATC/TPS.”

(3) Guarantee/Warranty:

The bidder shall give guarantee/Warranty for satisfactory performance for a period of 12 months from date of fitment or 18 months from date of receipt and acceptance of material at consignee end whichever is earlier.

Firm shall be responsible for quality of the bearings supplied and in case the supplied bearings are found to be defective and not as per ordered specification then firm shall replace such items free of cost. Warranty replacement should be completed within a reasonable period maximum one month from the date of claim.

(4) Fitment Guarantee Certificate:

Bidders to submit a self-certificate confirming that offered parts and its sub-parts are exact replacement of original parts and fully interchangeable to the original parts and will fit and function on the equipment for which these are intended for without any modification.

(5) Delivery Schedule:

The delivery of bearings should commence within 2 months from date of placement of supply order and to be completed within 4 months from date of placement of supply order. The delivery period shall be reckoned from 7th day of order date.

(6) Final Inspection:

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

WCL reserve right to get the bearings supplied by the manufacturer inspected from any third party agency. In case during inspection, bearings is found not conforming to the specification as per order, the tender shall have to replace the bearings free of cost as well as reimburse the testing charges to WCL. WCL reserve the right to short close the supply or cancel the contract in such situations.

(7) Technical Support and Services:

Bidders to confirm technical support service for the offered items for fitment, proper usage, maintenance & satisfactory running of supplied bearings. Bidder to provide technical support services as and when required basis to areas of WCL where bearings supplied by them are used.

(8) Provenness Criteria: The required item is to be procured from proven sources including OEM/OES/OPM as per the provenness criteria furnished below:

(A) OEM – Means Original Equipment Manufacturer: No documentary evidence are required.

(B) OES - Means the authorized supplier of Original Equipment Manufacturer. Only those firm who have the current authorization and /or technical collaboration with OEM for supply of their equipment and providing technical support services would be treated as OES.

The bidder shall have to furnish valid authorization/collaboration with OEM for supply of their equipment and providing technical services.

(C) OPM – Means original Parts Manufacturer falling under following categories.

The original manufacturer of assemblies, sub-assemblies, or components of the original equipment.

The Original manufacturers of spare parts/items of assemblies, sub-assemblies, or components of the original equipment.

Following documents are required to be submitted by the bidder to determine status of the manufacturer as OPM:

- a. Self-certificate, of being manufacturer of the tendered items.
- b. Self-Certified copies of the purchase orders in support of proof of having supplied to OEM or copy of an Agreement of the OEM with OPM, for the tendered items.
- c. Self-Certified copy of performance certificate from the end user to assess the proven credibility of the OPM based on the following criteria.

“Assemblies /sub-assemblies /components and their spares/ etc. offered by the OPM must have been supplied in the past to CIL/Subsidiary companies or the PSUs/Government departments/Private organizations and these should have performed satisfactorily for a period of not less than one year from the date of fitment/commissioning ”

In case, the Performance Report(s) of the End-User(s) is not available for the supply orders submitted along with the offer issued by CIL/it's subsidiaries/other PSUs/government organizations/Private organizations, the bidder shall submit self-certification as per the format given at Annexure-1 claiming satisfactory performance against the submitted supply orders along with Proof of Payment against the Purchase Order(s)/ Rate Contract(s).

In case, any specific purchase orders(s) has/have not been fully executed and any complaint/claim is pending, then the details of such cases to be categorically mentioned with reasons thereof.

If the above-mentioned declaration / information / documents submitted by OPM are subsequently found false or forged / tampered in any way, the total responsibility shall lie with OPM and CIL/Subsidiary companies shall reserve the full right to take suitable penal action as deemed fit including banning of business, apart from forfeiture of EMD, security deposit etc.

OR

The manufacturer whose supplied assemblies / sub-assemblies / components to the OEM have been declared fitted on the equipment by the OEM. In such case, documents mentioned under C(a), C(b), C(c) above are not required for declaring them as OPM.

OR

The manufacturer whose supplied assemblies / sub-assemblies / components were found fitted on the equipment at the time of physical verification. In such case documents mentioned under C(a), C(b), C(c) above are not required for declaring them as OPM.

In case performance of the two consecutive supplies made by the OPM is not satisfactory then the said OPM will not be considered for further procurement.

(D) Proven Source:

Proven source means who have manufactured and supplied the tendered items in the past to CIL/CIL Subsidiaries companies/ other PSUs/Government Departments/Government Organization /Private organizations and these items have performed satisfactorily for a period of not less than one year from the date of fitment/commissioning.

To qualify as proven sources, bidders must submit / upload copies of purchase orders for the tendered items received by them during past **five** years from the date of tender opening against orders of CIL/Subsidiaries companies or other PSUs/Government Departments/Government Organization /Private organizations along with satisfactory performance report for a period of not less than one year from the date of fitment/commissioning from the end user in support of provenness.

In case, the bidder submits copy of supply order(s) which have been placed against any Rate Contract, the bidder should submit copy of the Rate Contract against which such order(s) were placed.

Bidder should submit the details of the supply order uploaded / submitted in support of provenness of quoted items as per the tabular format given below:

| SI no | Equipment | NIT item description & part no | PO/ RC ref No | Order placing authority | PO item SI no | Order qty |
|-------|-----------|--------------------------------|---------------|-------------------------|---------------|-----------|
| | | | | | | |

For NIT Item, i.e FD Bearing Set of D 155 Dozer, bidder to submit the copy of supply orders for the items supplied in set or copy of the supply orders for Final Drive Bearings set indicated in a set.

The bidder should submit satisfactory performance certificate for a period of not less than one year from the date of fitment/ commissioning for the quoted items from the end user, against supply order(s) submitted against proveness criteria. Satisfactory performance certificate should indicate supply order details.

In case, the Performance Report(s) of the End-User(s) is not available for the supply orders submitted along with the offer issued by CIL/it's subsidiaries/Govt. Departments/Government organizations/Private organization, the bidder shall submit self-certification as per the format given as Annexure-3 claiming satisfactory performance for a period of not less than one year from the date of fitment/ commissioning along with Proof of Payment against the Purchase Order(s)/ Rate Contract(s).

PART-B

Format of Technical Parameter Sheet to be filled and submitted along with the offer by the bidder for technical evaluation

Note: 1. Bidder has to indicate their response in the below given format for each quoted item.

2. Definition of:
- a. OEM: Original Equipment Manufacturer
 - b. OES: Authorized supplier of Original Equipment Manufacturer
 - c. OPM: Original Parts Manufacturer

| Item Sl. No * | Description of Item | TIA Requirement | BIDDER TO SUBMIT THEIR RESPONSE/ COMPLIAN CE FOR EACH POINTS |
|--|---|--|---|
| 1 | Final Drive Bearing Set for BEML D 155 Dozer, Each set consisting of following items | Bidder to indicate their STATUS whether they are OEM or OPM or OES or Proven | |
| | Sl no OEM Part No Bearing No. Qty per set | | |
| | a 1700913210 NJ4164C4 01 no. | Bidder to indicate the STATUS OF THE BIDDER, whether they are PRINCIPAL or AUTHORIZED DEALER | |
| | b 1700913220 NJ2315C4 01 no. | | |
| | c 1700913230 NJ2222C4 01 no. | | |
| d 1700913240 NJ2322C4 01 no. | | | |

| | | | |
|----------|-------------------|-------------------|---------------|
| e | 1700913250 | 24124BD1C3 | 01 no. |
| f | 0603023134 | 23134BD1C3 | 01 no. |

(Bidders to quote for the complete Set)

| | |
|--|--|
| Bidder to indicate the name of the Principal (In case of bidder is an Authorized dealer of the principal, otherwise indicate "Not applicable" or 'NA') | |
| Bidder to indicate the MAKE Offered | |
| Alternative Part no (if any) to be indicated by the bidder. (If there is no alternative part no, please indicate "Not applicable" or "NA ") | |
| Bidder to indicate the name of the Principal (In case of bidder is an Authorized dealer of the principal, otherwise indicate "Not applicable" or 'NA') | |
| Bidder to indicate the MAKE Offered | |
| Alternative Part no (if any) to be indicated by the bidder. (If there is no alternative part no, please indicate "Not applicable" or | |

| | | | |
|--|--|---|--|
| | | "NA ') | |
| | | Bidder to indicate the MAKE Offered | |
| | | Alternative Part no (if any) to be indicated by the bidder. (If there is no alternative part no, please indicate "Not applicable" or "NA ') | |

PART-C

1. Bidder should submit documents along with the offer.

| <i>DOCUMENTS TO BE UPLOADED BY THE BIDDER ALONGWITH THE OFFER:</i> | |
|---|--|
| 1 | Documents in support of Provenness Criteria as As per cl no: 8 of PART-A to be uploaded |
| 2 | Self-declaration by the bidder in case of alternate part no if any as per cl no:2 PART-A to be uploaded |
| 3 | Bidder has to submit a Self-certificate for fitment guarantee as per cl no: 4 PART-A to be uploaded |
| 4 | Bidder has to submit duly filled Format of Technical Parameter Sheet (PART-B) for each item to be uploaded. |
| 5 | Other documents as indicated in the Technical terms and conditions, if Applicable to be uploaded. |

Commercial Terms and Conditions:

1. 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

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.

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.

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

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

Note:

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

5. DOCUMENTS TO BE SUBMITTED ALONGWITH THE OFFER:

i) Documents in support of the Eligibility Criteria

ii) Authorization and Declaration by Indian Agents (only in case of bidder is a Authorized dealer / Indian Agent) (as per Annexure 4 and 5)

6. DOCUMENTS TO BE SUBMITTED ALONGWITH SUPPLY

i. 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).

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 six (06) 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 of Contract No with Date, if any | Qty | Date of Supply (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) :

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

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

Technical specification and other technical terms and conditions for procurement of Final Drive Bearing Set for D 155 Dozer from Proven sources.

Part-A: Technical and provenness terms and conditions should be complied by the prospective bidder

Part-B: Format of Technical Parameter Sheet to be filled and submitted by the bidder for technical evaluation.

Part-C: Documents to be submitted by the bidder along with the offer.

PART-A

Details of items to be procured from Proven Source for D 155 Dozer is as follows:

| Sl no. | Description | Part no. / Mat Code | Qty | Category |
|--------|--|-----------------------|--------|----------|
| 1 | Final Drive Bearings Set of BEML make D155 Dozer | Mat Code: 11213990433 | 30 set | Proven |

The final drive bearings are to be procured in set and one set of final drive bearings consists of bearings as per details given below:

| Sn | Description | Part Number | Bearing No | Qty |
|----|-------------|-------------------------|------------|-----|
| 1 | Bearing | 1700913210 | NJ416C4 | 1 |
| 2 | Bearing | 1700913220 / 125FD91982 | NJ2315C4 | 1 |
| 3 | Bearing | 1700913230 | NJ2222C4 | 1 |
| 4 | Bearing | 1700913240 | NJ2322C4 | 1 |
| 5 | Bearing | 1700913250 / 125FD91933 | 24124BD1C3 | 1 |
| 6 | Bearing | 0603023134 | 23134BD1C3 | 1 |