

(UNDER JURISDICTION OF BILASPUR COURT ONLY)
SOUTH EASTERN COALFIELDS LTD.
(A, GOVT. OF INDIA U/T) (A MINIRATNA COMPANY)
OFFICE OF CHIEF GENERAL MANAGER(MM)
SEEPAT ROAD, BILASPUR – 495006(CG). INDIA.
PHONE : 07752-246385-246387 (094255-46071) FAX:07752-246471

NOTICE INVITING TENDER

NOT TRANSFERABLE

BY REGISTERED MAIL

TENDER NO. SECL/BSP/MMW/ PVB/10 CU M ER SHOVEL/206 DT:18-02-2010

TENDER FEE: Rs.5000/-

MONEY RECEIPT NO./ DEMAND DRAFT NO.:

M/s-----

GLOBAL TENDER

1. Sealed Bids are invited in duplicate for the supply of **10 Cu Mtr ELECTRIC ROPE SHOVEL (UNDER REPLACEMENT QTY-4 Nos AND UNDER PROJECT CONCESSIONAL DUTY - QTY-1No) TOTAL QUANTITY-05 NOs** as per the scope of supply/ technical specifications attached at **ANNEXURE-B**, and terms and conditions given below:

Estimated Value of Tender: **Rs.120 Crore (INR)**

TYPE OF TENDER	TWO BID
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SECL reserves the right to vary the quantity of the above items.

2. The Bids must be submitted on or before 3.00 P.M. of **19-04-2010**.

3. The Bids shall be opened at 3.30 P.M. on the same day in the presence of the representatives of the bidders who choose to remain present.

THE BIDDERS WHO ARE AGREEABLE TO SIGN THE INTEGRITY PACT ARE ONLY ELIGIBLE TO PRARTICIPATE IN THE TENDER. THE DETAILED INTEGRITY PACT AGREEMENT IS ENCLOSED AT ANNEXURE-E.

In case the date of opening of tenders happens to be a holiday, the tenders shall be opened at 3.30 P.M. on the next full working day.

4. **Methodology for the submission of tenders:** The Bids must be submitted, in duplicate, in sealed cover and the outer envelopes addressed to the purchaser should be super scribed with the name and address of the tenderer, tender number and the date of opening.

4.1 Offers must be sent in double COVERS unless otherwise indicated. The inner COVERS should also bear the name and address of the tenderer, tender number and the date of opening. Failure to follow the instructions will render the tender unacceptable. The bids should be submitted in the office of the Chief General Manager (MM), South Eastern Coalfields Limited, Seepat Road, Bilaspur (Chhattisgarh). PIN CODE 495006. The tender may also be put in the tender box provided for the purpose in the above office. Incomplete offers and offers received after due date and time of submission of tenders are liable for rejection and may not be opened without assigning any reasons.

Offer received through FAX, TELEGRAM or Email will not be considered unless specifically permitted/requested in the NIT.

4.2 The bidders must submit their offer in two separate sealed COVERS and these two COVERS should be put in an outer cover. PART-I will contain Para wise response to the technical and commercial details of the NIT and PART-II price details.

- A. Such bidders who have downloaded the tender document from our website and have not purchased the same from our office, are required to submit a SEPARATE ENVELOPE containing the tender fee for the amount specified in the advertisement in the form of A/C Payee Demand Draft/Bankers Cheque Payable to SECL, Bilaspur (Chhattisgarh). In case such tenderer claims exemption for payment of tender fee, the third envelope should contain self certified copy of documents proving entitlement for exemption from payment of tender fee.

The envelope containing the tender fee/exemption documents must be super-scribed with "Tender Fee", Tender No, Due date of Opening and Name and Address of the tenderer".

B. IMPORTANT MANDATORY NOTE FOR BIDDERS IN RESPECT OF INTEGRITY PACT DOCUMENTS TO BE SIGNED:

BIDDERS ARE REQUESTED TO SUBMIT THE INTEGRITY PACT WITH SECL DULY SIGNED AND STAMPED IN ALL PAPERS AS PER THE FORMAT GIVEN AT ANNEXURE-E IN ANOTHER SEPARATE ENVELOP CONFIRMING THAT ALL THE TERMS AND CONDITIONS ARE ACCEPTABLE FOR THEM, NON SUBMISSION OF INTEGRITY PACT AMOUNTS TO NON-QUALIFYING AND NO FURTHER EVALUATION OF OFFER SHALL BE DONE WITHOUT ASSINGING ANY REASONS BY SECL.

1. Tender Documents downloaded from our website but not accompanied with the tender fee/exemption document in a separate envelope as specified above will be rejected. Government/ Undertakings/Ancillary Units of SECL for the tendered items are exempted from paying tender fee.

A certificate as indicated below should be enclosed along with the tender fee in the **separate envelope super scribed as "TENDER-FEE"**:
"We undertake that the tender submitted by us is down loaded from SECL Website (www.secl.nic.in) and is the same in contents and form (verbatim) and any deviation , if detected ,at any stage , would entitle SECL to reject our offer / bid without assigning any reason or recourse to any penal action , and would be legally binding on us.
Signature & Seal of the Tenderer

2. "Integrity Pact " is as under.

As indicated below the pact should be enclosed in a **separate envelope super scribed as "INTEGRITY PACT "**:
"THE SIGNED INTEGRITY PACT as per the format provided by SECL, and any deviation , if detected ,at any stage , would entitle SECL to reject our offer / bid without assigning any reason or recourse to any penal action , and would be legally binding on us."
Signature & Seal of the Tenderer

4.3 In case of two- part tendering , the first part of the tender will consist of the two sections:

Part-I SECTION-A: Consisting of technical offer and a check list showing deviations from the technical specifications. If there is no deviation with technical terms of the NIT, a " No deviation Certificate" must be enclosed.

Part-I SECTION-B: Containing

- a) **Tender fee/exemption certificate**
- b) **Integrity pact duly signed by the bidder**
- c) Commercial terms and conditions.
- d) Earnest Money Deposit as per NIT.
- e) Check list showing deviations, if any from the NIT commercial terms and conditions against each clause. If there is no deviation with commercial terms of the NIT, a “ No deviation Certificate” must be enclosed.
- f) Blank format of price bid as quoted by the tenderers (WITHOUT PRICE).
- g) All certificates and documents as required in the NIT, duly authenticated and stamped.

Part -II This will consist of the details of the prices only, as per the item serial Number, Description, Part no., Quantity and Unit of Measurement (U.O.M.) as per the NIT. In case a different unit of measure is quoted, the conversion factor to U.O.M. as per NIT should be indicated in the bid for that item.

All pages of the offer submitted by the bidder must be signed with seal of the bidders. Offers received without signature and seal shall liable for rejection.

4.4 NOTE: All envelopes containing A)Tender fee, B) Integrity pact, C) Techno-commercial bid should be in one cover i.e. Part-1 and D) Price bid details should be in one cover i.e Part-II . All covers should be properly sealed and submitted in one outer cover. Envelopes only stapled shall not be accepted.

4.5 The PART-I will be opened on **19-04-2010** at 3.30 PM and PART -II will be opened after evaluation of PART-I. The PART-II of only the technically and commercially acceptable bidders shall be opened for which separate intimation will be given to the technically and commercially acceptable bidders.

4.6 Check List of Commercial Terms Of NIT and certificates/documents submitted:

Bidders are essentially required to complete and submit a duly signed CHECK-LIST in the format provided at ANNEXURE “C”, along with their Techno-commercial Bid (PART-I). The deviations, if any, with the NIT terms must be indicated clearly in the above Check-list. If the same are not indicated in the check list, it will be presumed that the relevant clauses have been accepted as per NIT and the same will be binding on the tenderer. The entries/confirmations made in the check list must correctly reflect the details of the offer made with respect to the particular term of NIT. In case of any deviation or difference in interpretation between the content of the offer and the check list, the entries/confirmation shown in the checklist shall supersede the contents of the bid and will be applicable and binding on the bidder.

The bidder shall also enclose the list of documents/ certificates enclosed by them giving reference of the corresponding clause of the NIT for the compliance of which, such documents are submitted.

4.7. The tenderer must sign with the seal on all the pages of their tender, including all the enclosures submitted except the printed leaflets/ catalogues indicating the name of the manufacturer.

Offers, erased and over-written may be liable for rejection unless corrections are made by crossing out the part in error and the rewritten/corrected part is authenticated with the bidder’s signature.

5) ELIGIBILITY CRITERIA OF BIDDERS

5.1. Bidders falling in the following criteria shall only be considered:

ELIGIBILITY CRITERIA (ENCLOSED AT ANNEXURE-A)- For technical evaluation.

THE BIDDERS SHALL ESSENTIALLY SUBMIT AUTHENTICATED COPIES (SIGNED AND STAMPED BY THE BIDDER) OF ORDERS RECEIVED BY THEM FROM CIL, ITS SUBSIDIARIES, OTHER PRIVATE SECTOR OR GOVERNMENT UNDERTAKINGS AND/OR GOVERNMENT DEPARTMENTS. FAILURE TO SUBMIT THE DOCUMENTS SHALL RENDER A TENDER LIABLE FOR REJECTION .

6. Price Format: The bidders are required to quote their ROCK BOTTOM RATES. The rate shall be quoted by the bidders from India on FOR Destination basis which may be any Regional / Central Stores of SECL. The offer should indicate rate per unit, discount if any, total price and delivery terms in the following format:

(i)Format for bid in Indian Rupee:

DESCRIP TION	QT Y	BASIC EX- WORKS PRICE	EXCI SE DUTY	SALE S TAX	PACKING & FORWARD ING CHARGES	FR EI GH T	TRANSIT INSURAN CE	OTHER CHARG ES	LAND ED COST
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Safe arrival of materials up to destination shall be the responsibility of the supplier.

(ii). Format for Overseas suppliers, in Foreign Currency:

NIT SL. NO.	Part No.	Description	Qty	Basic Ex- works unit Price	FOB Charges	FOB Unit Price.
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NOTE : YOUR PRICE BID MUST BE SUBMITTED IN THE ABOVE FORMAT AND IT MUST BE CONFIRMED BY YOU THROUGH A SEPARATE CERTIFICATE IN PART-I CONFIRMING THAT YOUR PRICE BIDS HAVE BEEN SUBMITTED ALONG WITH THE NECESSARY INFORMATION IN THE ABOVE FORMAT IN PART-II. PLEASE NOTE THAT IN NO CASE PRICE SHOULD BE DISCLOSED IN PART-I. FAILURE TO COMPLY WITH THE ABOVE MAY RENDER THE OFFER LIABLE FOR REJECTION.

PLEASE SUBMIT YOUR OFFER GIVING THE REFERENCE OF TENDER ITEM SL. NO. PRICE MUST BE TYPED IN THE PRICE BID AS INDICATED ABOVE. HAND WRITTEN PRICE BIDS SHALL BE LIABLE FOR REJECTION. PLEASE CONFIRM IN PART-I ONLY, THAT TYPE WRITTEN PRICE BID HAS BEEN SUBMITTED.

Conditional discounts shall not be taken in to account for the purpose of determination of ranking.

7. The Bidders from overseas countries shall quote the prices on FOB port of shipment basis **in any freely convertible currency.** The details in PART - I must indicate the name & address of your agents in India. It should also confirm that the commission payable to them has been indicated in PART-II (Price Bid). In case, the bidders (from overseas countries) do not have any Indian Agents, it should be clearly mentioned in PART-I.

8. Unless otherwise specified in the NIT, the prices quoted must be **FIRM** and the offers made must remain open for acceptance for **180 days** from the date of opening of the tender. Unless otherwise specified in the NIT, offers with variable prices shall not be considered.

9. (i) EVALUATION OF FOB PRICE:

(a) The loading of Freight and Insurance charges to arrive the CIF prices shall be as under:

PORT OF DELIVERY AT :	FREIGHT (%)
USA, CANADA & JAPAN SECTORS	12% OF FOB VALUE
ALL OTHER COUNTRIES	10% OF FOB VALUE.

Insurance charges for the purpose of loading shall be as per the existing Transit Insurance contract concluded by CIL/SECL.

(b)The CIF price will be multiplied by the Exchange Rate between Indian Rupee and the quoted Foreign Currency, prevailing on the date of opening of PRICE BID. **The applicable rate shall be “BC Selling Rate” of State bank of India. Otherwise the rate as available from National News Papers will be taken.**

(c) Custom Duty, Countervailing Duty and any other duty as applicable on assessable value (CIF plus lading charges etc.) will then be added on the CIF price, thus converted in to Indian currency.

(d) On this net price, 2% of FOB shall be added as Port Clearance and forwarding charges and 3% of FOB as estimated average inland freight up to destination, to arrive at the TOTAL LANDED PRICE.

(ii) Evaluation of Prices Quoted in INR:

In case if a bidder does not specify the basis of prices quoted , in the Price Format given above or quotes on ex-works or FOR Despatching station basis, the prices shall be loaded in the following manner:

- a) In case of Ex-works offer and if the firm does not specify the packing and forwarding charges, 2% of the Ex-works price will be loaded to arrive at the FOR dispatching station price. Insurance charge for loading purpose shall be considered as per the existing transit insurance contract concluded by SECL/CIL.
- b) In case of FOR dispatching station offer, where the bidder does not indicate the exact amount of freight, the following percentage will be added to arrive at the FOR destination price, as element of estimated freight up to destination:

APPROXIMATE DISTANCE OF DESPATCHING STATION FROM SITE	% OF FOR DESPATCHING STATION PRICE
Above 2001 Km.	5%
1501 to 2000 Km	4%
1001 to 1500 Km.	3%
501 to 1000 Km.	2%
500 Km. And below	1%

10. Payment Terms:

10.1.1: The Bidders from India shall confirm their acceptance of the following Payment Terms:

- i) 80% value of the equipment and accessories and 100% taxes and duties and other charges shall be made after receipt and acceptance of material at site by the consignee within 21 days and required submission of Performance Bank Guarantee.
- ii) Balance 20% payment shall be made after successful completion of erection, testing, commissioning and final acceptance of the equipment (along with the accessories) upon presentation of certificates from the Project Officer/CGM(Excav)/GM(E&M) to the effect that the equipment has been erected and commissioned to their entire satisfaction. However, if the equipment is not put to use by the project within 60 days from the date of receipt and acceptance at consignee’s end, the balance 20% shall be released.

10.1.2: The Bidders from overseas countries shall confirm their acceptance to the following payment terms:-

“80% payment of the FOB Value will be made against submission of shipping document and required performance Bank Guarantee through unconfirmed, irrevocable letter of credit. Balance 20% will also be paid through unconfirmed irrevocable, letter of credit against submission of successful commissioning report duly countersigned by HOD of technical deptt. of SECL.”

All bank charges incidental to opening of letter of credit in purchaser’s country shall be borne by SECL and all charges in the seller’s country shall be borne by the beneficiary.

PLEASE NOTE THAT THESE PAYMENTS SHALL BE MADE THROUGH AN IRREVOCABLE LETTER OF CREDIT. THE LETTER OF CREDIT SHALL NOT BE CONFIRMED. IN CASE THE BIDDER INSISTS FOR CONFIRMATION OF THE LETTER OF CREDIT, THE COST OF CONFIRMATION SHALL BE BORNE BY THE BIDDER.

Payment for agency commission, if any, involved, may be considered in case of necessity, subject to compliance of the Government of India guidelines issued from time to time. The name of the Indian Agent with their full address and the quantum of Agency commission if any, payable shall have to be

mentioned in the offer. Agency commission, if any, shall be paid in equivalent Indian rupees within twenty one days of submission of bills along with following documents

(A) Copy of foreign principal's invoice.

(B) Copy of bill of lading.

(C) Certificate from State Bank of India regarding BC selling exchange rate ruling on the date of bill of lading.

(D) Commissioning certificate duly signed by the concerned project authority.

The agency commission shall be paid after successful commissioning of the equipment supplied.

NO OTHER PAYMENT TERMS WILL BE ACCEPTED.

11. SECL is making payment of supplier's bills through Electronic Fund Transfer (EFT). Bidders are therefore, advised to indicate their Bank Account number and other Bank Details in their price bid.

12. DELIVERY REQUIREMENT:

12.1 SPECIFIC DELIVERY SCHEDULE : First machine shall be supplied within 3 months and balance machines shall be supplied @ minimum one machine in every 2 months thereafter from date of issue of supply order (For Indian Supplier) or from the date of opening of Letter of Credit (For Overseas supplier).

Normally extension of delivery period will not be granted. However, in case extension of delivery period becomes essential, the supplier will send their request for extension of delivery period to the purchaser before expiry of delivery period. In the event of failure to supply the ordered material within the stipulated delivery schedule, the successful tenderers must obtain extension of delivery period, with or without liquidated damage, before dispatch/supply of the ordered goods. Supplies made without obtaining extension of delivery period shall be liable for non acceptance at the stores.

Please note that the offers not complying to the above delivery requirement may not be considered. For specific delivery schedule as indicated above, the bidder should confirm the following in their techno-commercial bid.

Note: **For Equipment (If specific delivery schedule is mentioned in the NIT):** The bidder should be in a position to supply at least 50% of the total quantity for which the tender has been issued within the specified delivery schedule.

Offers from bidders who fail to comply with above qualification criteria, may be considered unresponsive.

If the order is placed on the assurance of earlier delivery offered in preference to the lowest acceptable offer, in case of failure, the successful bidder will be liable to pay the difference between the lowest acceptable offer and the price at which the order is placed on the successful bidder.

13. Unless otherwise specified in this NIT, the Purchase order, if placed, shall be subject to the General terms and conditions given separately as ANNEXURE-D

14. LD Clause: The bidders will confirm their acceptance of the following **Liquidated Damage Clause:**

In the event of failure to deliver/dispatch the equipment/stores within the stipulated date/period to effect supply in accordance with the terms and conditions and the specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, South Eastern Coalfields Ltd., shall be entitled at its option either to enforce the following:

a) To recover from the successful bidder as agreed liquidated damages, a sum not less than 0.5%(Half Percent) of the price of any stores which the successful tenderer has not

been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (TEN Percent).

b) To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk and expenses of the defaulting supplier and also/or

c) To purchase elsewhere after notice to the successful tenderer on the account and at the risk of the defaulting supplier, the equipment/stores not supplied or others of similar description without canceling the supply order in respect of the consignment not yet due for supply/or

d) To extend the period of delivery with or without liquidated damages as may be considered fit and proper. The liquidated damages if imposed, shall not be more than the agreed liquidated damages referred to in CLAUSE 14 (a) above except in case of force majeure condition.

e) Whenever under this contract any sum of money is recoverable from and payable by the supplier, South Eastern Coalfields Ltd., shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum or which at any time thereafter may become due to the successful tenderer in this or any other contract, should this sum be not sufficient to recover the full amount recoverable, the successful tenderer shall pay. South Eastern Coalfields Ltd, the balance amount on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

f) To forfeit the security deposit fully or in part.

15. Force Majeure Conditions - If the execution of the Contract / Supply Order is delayed beyond the period stipulated in the Contract / Supply Order as a result of hostilities, declaration of embargo or blockade or flood, acts of nature or any other contingency beyond the supplier's control due to act of God, then SECL may allow such additional time by extending the delivery period as is considered justified by the circumstances of the case and its decision shall be final. In case additional time is granted by SECL for execution of the Contract / Supply Order, the Contract / Supply Order shall be read and understood as if it had contained from its inception the delivery date as extended.

a) The successful bidder will advise, in the event of his having to resort to this clause, by a registered letter, duly certified by the local chamber of commerce, or statutory authorities, the beginning and end of the causes of the delay, within 15 days of the occurrence and cession of such force majeure conditions. In the event of delay lasting out of force majeure, SECL will reserve the right to cancel the contract, and provisions governing termination of contract as stated in the bid documents will apply.

b) For delay arising out of Force majeure, the bidder will not claim the extension in completion date for a period exceeding the period of delay attributable to the causes of force majeure and neither SECL nor the bidder shall be liable to pay extra cost provided it is mutually established that the force majeure conditions did actually exist.

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

16. PRICE FALL CLAUSE - The price charged for the Stores / Equipment supplied against the order, if placed, shall in no event exceed the lowest price at which the bidder shall sell or offer to sell the Stores / Equipment of identical description to its any other customer during the pendency of the Contract / Supply Order. If the successful tenderer at any time during the pendency of the Contract / Supply Order sells or offers to sell such stores to any customer, at a price lower than the price stipulated in the Contract / Supply Order placed by SECL, the successful tenderer shall forthwith notify to SECL such reduction in sale price of stores / equipment supplied after such reduction coming into force shall stand correspondingly reduced.

17. PERFORMANCE GUARANTEE: The successful tenderer shall furnish a Performance Guarantee equivalent to 10% of the total value of the supply order / contract (by adding Excise Duty and Sales Tax etc to the FOR destination price of the equipment ordered, in case of suppliers from purchaser's country and the estimated Marine Freight & Insurance, port charges and Customs Duty etc., in case of imported items). The performance guarantee shall be submitted in the form of a Bank Guarantee issued by a scheduled bank in the format attached as ANNEXURE-F (on a non judicial stamp paper of value Rs.250.00 only) . This Bank Guarantee shall be initially valid for a period of 18 months from the date of dispatch of the equipment and the same shall either be released or extended

depending upon the merit of the case. This Performance Guarantee shall be for the performance of the Contract / Supply Order.

18. COMPOSITE GUARANTEE / WARRANTY - The supply shall be covered by the maker's standard guarantee as follows:

The supplier shall warrant that the equipment supplied under the contract / supply order

(a) is new, unused and of current design not likely to be discontinued or become obsolete till the life of the offered equipment.

(b) Is in accordance with the contract specifications.

(c) Shall have no defects arising out of design, materials or workmanship.

The supplier shall guarantee for the satisfactory performance of the complete equipment/ stores for a period of 12 months from the date of commissioning or 18 months from the date of dispatch, whichever is earlier. In the event of any defects in materials, design and workmanship during the aforesaid period is found due to faulty design or poor workmanship, the defective part or parts will be replaced by the supplier at site free of cost within 30 days of settlement of warranty claims. The bidder will be required to stock spare parts to take care of warranty failures. Spares should be available within 2 weeks of the breakdown being intimated to them.

The guarantee/composite warranty shall be submitted along with the bill. The warranty shall cover for the total equipment so that the necessity of having to approach different manufacturers of various components/assemblies does not arise and all services under warranty clause shall be the responsibility of the ultimate supplier of the composite equipment. You will also replace the defective parts, if any, during the warranty period free of cost. The responsibility to collect the defective / rejected material will lie with the supplier and the cost for such collection will have to be borne by the supplier.

The bidder will be required to stock spare parts to take care of warranty failures. Spares should be available within 2 weeks of the breakdown being intimated to them. The guarantee/composite warranty shall be submitted along with the bill. The warranty shall cover

19. EARNEST MONEY DEPOSIT: The value of Earnest money to be deposited by the tenderer shall be **Rs. 10,00,000/- (Ten Lakh)**, . EMD shall be in the form of Demand Draft in favour of SOUTH EASTERN COALFIELDS LTD. , payable at Bilaspur (C.G.) and MUST accompany the quotation, i.e., the PART-I of the bid. For the unsuccessful tenderer, the Earnest money shall be refunded after finalization of tender. The EMD shall be forfeited if the tenderer withdraws their offer before finalization of the tender or fails to submit the order acceptance within 15 days from the date of order. **Tenders not submitted alongwith requisite EMD and are not eligible for exemption will be considered as unresponsive and will not be considered further.**

For successful bidders, the EMD shall be refunded after receipt of acceptance of the order along with the Security Deposit from the bidder.

The foreign Remittances directly in the A/c of South Eastern Coalfields Limited, Bank Account No.423801010029156, Union Bank Of India, Raunak Bhawan, Gandhi Chowk, Bilaspur-495001 (Chattisgarh State) having the SWIFT facility bearing SWIFT Code –UBININBBRAI, are also acceptable towards Earnest Money Deposit subject to submission of documentary evidence for such Foreign Remittances along with the offer i.e. the PART-I of the Bid. Tenders submitted without EMD (Except for the firms which are specifically exempted from EMD in the tender documents) are liable for rejection without any further correspondence.

20. SECURITY DEPOSIT: The successful tenderers will be required to deposit as security money 10% of the value of the contract (including Taxes, duties, and other charges to the FOR Destination prices in case of orders in INR and in case of IMPORT Order by adding the estimated amount of freight, Insurance, Port Insurance and Custom Duties etc. as applicable) without having any ceiling in the form of Bank Draft /Bank Guarantee (on a non judicial stamp paper of value Rs.250.00 only) as per the format of ANNEXURE-F within 15 days from the date of order. If the successful tenderer fails to deposit the security deposit within 15(fifteen) days from the date of order, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by SECL. **For successful tenderers, the Security Money shall be refunded within 30 days of satisfactory execution of contract. . For unsatisfactory execution of contract and/or failure of execution of contract, the security money shall be forfeited.**

For orders with Performance Bank Guarantee Clause, the Security Deposit shall be refunded after successful completion of the supply/commissioning(whenever applicable) and against receipt of the acceptable performance Bank Guarantee.

EXEMPTION FROM EMD/SECURITY DEPOSIT:

Any Central/ State Government Organization / PSU shall be exempted towards submission of EMD/Security Deposit.

Firms registered with NSIC / DGS&D / Ancillary units of SECL for “**TENDERED ITEMS**” shall also be exempted from submission of EMD/ Security Deposit against submission of valid registration certificate. Copies of DGS&D/NSIC Registration submitted by the bidders should be duly attested by Notary Public.

21. Taxes and Duties:

a). Excise Duty , if applicable , will be payable extra as per prevailing Excise Rules. The firm should confirm in the techno-commercial bid that Refund/Credit, if any, obtained shall be passed on to the buyer which shall be certified by the auditor of the supplier.

b)The supplier shall be entirely responsible for all taxes, stamp duties and other such levies imposed outside the Purchaser’s country, including all Bank Charges.

c)The Purchaser shall bear all taxes, duties etc. within the contractual delivery period on submission of documentary evidence, levied by the Government or any other agency in the Purchaser’s country- including all Bank Charges in case of imports.

d) **Excise Duty** - The legally applicable rate of Excise Duty should be clearly mentioned in the commercial bid (PART I) and the rate and the value in the price bid (PART-II).

In case the price is stated to be inclusive of excise duty, the current rate included in the price must be indicated. If the tenderer is exempted from paying the excise duty, the same must also be confirmed with valid documentary evidence.

In case the rate of excise duty varies with the turnover of the company, and the price is exclusive of excise duty, the tenderer shall have to specify the rate applicable to SECL. If the tenderer fails to specify the exact rate of ED applicable, the maximum rate currently leviable shall be loaded on the price.

e)**Sales Tax** : The legally applicable rate of Sales Tax should be clearly mentioned in the commercial bid (PART-I) and the rate and value in the price bid(PART-II).

NOTE: Set off being extended to SECL as per provisions of VAT shall be considered while arriving at the ranking status of the firms.

22. DEEMED EXPORT: If the bidder has quoted the items under the deemed exports, then it will be the responsibility of the bidder to get all the benefits under deemed exports from Government. SECL’s responsibility shall only be limited to the issuance, of required certificate. The offer shall be unconditional and phrases like “subject to availability of deemed exports benefits” etc. shall not be accepted.

23. BANNED OR DELISTED SUPPLIERS: The bidders would give a declaration that they have not been banned or de-listed by any government or quasi-government or PSU’s. If a bidder has been banned by any government or quasi-government or PSU’s., this fact must be clearly stated and it may not necessarily be a cause for disqualifying him. If this declaration is not given, the bid will be rejected as non-responsive.

24. Inspection and Tests:

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

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

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

iv) The Purchaser's right to inspect, test and, where necessary, reject the goods after the Goods arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representatives prior to the Goods shipment from the country of origin.

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

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

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

25. PURCHASE PREFERENCE TO PUBLIC SECTOR ENTERPRISES

Final procurement against this tender will be subject to extending purchase preference /any other preferences to public sector undertaking (who are also a tenderer) as per extant Govt. of India guidelines/Hon' Supreme Court's directive, if any, applicable on the date of tender opening.

26. SPECIAL CONDITIONS:

26(1) Any document (except printed leaflets and catalogues) submitted by the bidders along with their bids MUST bear the seal and signature of the bidder. No such unauthenticated documents shall be entertained/accepted unless they are properly authenticated (signed and duly stamped) by the bidder.

26(2) In case the required items are imported by an Indian Agent / distributor and offered to SECL in Indian Rupees, the Indian Agent / distributor shall have to submit the following documents with each supply:

- (i) Their foreign principal's invoice or packing list – original as well as certified photocopy.
- (ii) Certified photocopy of Bill of Lading.
- (iii) Bill of Entry – Original as well as certified photocopy.
- (iv) A certificate from the Auditor of the bidder/supplier certifying that the custom duty has been paid as per prevailing Custom Rules and refund, if any, shall be passed on to the buyer.

The originals mentioned above shall be returned back to the successful tenderer after verification and endorsement.

26(3) In case of imported stores other than direct import by Coal India Limited/Subsidiaries Companies the bidder shall have to confirm in their techno-commercial bid that the following certificate will be submitted with each supply:

A certificate from the Auditor of the bidder/supplier certifying that the custom duty has been paid as per prevailing Custom Rules and refund, if any, shall be passed on to the buyer.

27. The bidders are requested to please note the following while submitting their offers;

“OFFERS WHICH DO NOT MEET TENDER REQUIREMENTS EITHER TECHNICALLY OR COMMERCIALY ARE LIABLE FOR REJECTION. CLARIFICATIONS MAY NOT BE SOUGHT FROM TENDERERS AFTER THE TENDERS(PART-I) ARE OPENED”

SECL RESERVES THE RIGHT TO ACCEPT OR REJECT ANY TENDER EITHER IN WHOLE OR IN PART WITHOUT ASSIGNING ANY REASONS WHATSOEVER.

28. Right to Information Act: Any document/information submitted by the bidder can be made public at appropriate stage, as per Right to information Act. 2005.

29. The self attested copies of documents like valid DGS&D/ NSIC registration certificate and any other documents issued by independent statutory bodies of Govt. of India etc. should be necessarily attested by the notary public.

30. Distribution of Order: SECL reserves the right to distribute the total required quantity between the L-1(Lowest Tenderer) and L-2 (next Higher tenderer) in the ratio of 60:40 subject to L-2 Bidder matching the price of L-1 Bidder on the Landed Price (FOR Destination) inclusive of all taxes and duties. In case the higher bidder (L-2) turns out to be an overseas bidder quoting the price on FOB Basis, the bidder shall be asked to match the price by proportionately working out the FOB price on the basis of their landed price calculated for evaluation, as on the date of price bid opening.

31. Foreign principals involving Indian agents should submit the following:

- **Foreign Principal’s pro forma invoice or any other authentic documents indicating the commission payable to the Indian Agent, nature of after sales service to be rendered by the Indian Agent and the precise relationship between the principal and agent and their mutual interest may be indicated.**
- **Copy of the agency agreement, if any, with the foreign principal stating the precise relationship between them and their mutual interest in the business.**
- **In case the items to be ordered fall under the restricted list of current export import policy of Govt. of India, the enlistment of the Indian Agent with Director General of Supplies & Disposal, New Delhi under compulsory Registration Scheme of Ministry of Finance should be provided.**

32. Limitation of liabilities: Notwithstanding anything herein to the contrary, no party shall be liable for any indirect, special, punitive, consequential or exemplary damages, whether foreseeable or not, arising out of or in relation to this contract, loss of goodwill or profits, lost business however characterised , any/or from any other remote cause whatsoever.

The supplier shall not be liable to the purchaser for any losses, claims,damages, costs or expenses whatsoever arising out of or in connection with this contract in excess of the contract value of the equipment supplied hereunder which caused such losses, claims, damages, costs or expenses.

33. Submission of BG: The original Bank Guarantee should be sent to the beneficiary directly by the issuing Bank under Registered Post(A.D.).

However , in exceptional cases , where the Bank Guarantee is handed over to the customer for any genuine reasons, the issuing branch should immediately send by Registered Post (A.D.) an unstamped duplicate copy of the guarantee directly to the beneficiary with a covering letter requesting them to compare with the original received from supplier and confirm that it is in order . The A.D. card should be kept with the loan papers of the relevant guarantee.

34. MSM Enterprise: As per provision of Micro, Small and Medium Enterprises Development Act, 2006, The vendors should confirm their Registration Number along with the name of their

Registering Authority. They should also attach a duly self certified copy(certified by the Chief Executive of the Enterprise) of the valid registration certificate with each invoice against each dispatch of all purchase orders.

35. RIGHT OF ACCEPTANCE : The purchaser does not bind himself to accept the lowest or any other tender and reserves the right of accepting the whole or any part of the tender or portion of the quantity offered. SECL reserves the right to reject or accept any tender either in whole or in part without assigning any reason whatsoever.

36. LOCATION OF SECL AREAS/CONSIGNEE PARTICULARS:

SL. NO.	CONSIGNEE PARTICULAR
1.	Depot Officer, Regional Stores, KUSMUNDA Area, P.O. KUSMUNDA, Distt. Korba (CG).

Encl: as above.

ANNEXURE- A: ELIGIBILITY CRITERIA

ANNEXURE- B: TECHNICAL SPECIFICATION .

ANNEXURE-C: Checklist for Commercial Terms and List of Enclosures to offer.

ANNEXURE- D: General Terms and Conditions.

ANNEXURE- E: INTEGRITY PACT FORMAT.

ANNEXURE-F: FORMAT FOR PBG AND SECURITY DEPOSIT.

(P V BABU)
MATERIAL MANAGER
SECL, BILASPUR
(094255-46071)

ANNEXURE-A

ELIGIBILITY CRITERIA FOR 10 CUM ER SHOVEL

Eligible Bidders: All bidders must satisfy the following conditions to be considered as eligible bidders,

A. Foreign Manufacturers:

1.1 In case of global tenders, global manufacturers who manufacture the equipment of required capacity and model are eligible to quote against this tender. Authorized agent of a manufacturer is also eligible to quote on behalf of their principal against the tender, in case the manufacturer as a matter of policy does not quote directly. However in such cases authorized agents shall have to enclose a specific authorization, in original from the manufacturer to quote against this SECL tender indicating the tender reference number and date, failing which their offer will be liable for rejection without any further reference.

B. Indigenous Manufacturer

1.2 Indigenous manufacturers who manufacture the equipment of required capacity and model are eligible to quote against this tender. Authorized agent of a manufacturer is also eligible to quote on behalf of the manufacturer against the tender, in case the manufacturer as a matter of policy does not quote directly. However in such cases authorized agents shall have to enclose a specific authorization, in original, from the manufacturer to quote against this SECL tender indicating the tender reference number and date, failing which their offer will be liable for rejection without any further reference.

1.3 In case an Agent is participating in the tender on behalf of one manufacturer, he is not allowed to participate / quote on behalf of another manufacturer in this tender or in a parallel tender for the same item. All such bids will be rejected.

1.4 A domestic manufacturer shall be considered as indigenous manufacturer, if the equipment manufactured and offered by them against this tender has indigenous material content cost plus labour content cost in excess of 30% of ex-works value of the equipment including all taxes and duties. The certification regarding above should be given by the internal auditor of the manufacturer in Cover-1 (technical and commercial bid) of the offer, failing which offer shall be treated as non-responsive.

1.5 In case of collaboration agreement with the principals the collaboration agreement should be valid on date of tender opening and should also remain valid at least up to supply of equipment. However, the principal manufacturer will confirm to ensure supply of spares and consumables and support for smooth running of the equipment *through out its entire life*.

A notarized copy of collaboration agreement and undertaking of principal manufacturer for the above must be submitted, failing which the offer of the bidder will be liable for rejection.

1.6 Procurement against this tender shall be made only for proven equipment. Equipment offered by a bidder shall be considered proven if any of the following is fulfilled, as detailed herein below,

1.6.1 The equipment offered by the tenderer shall be considered proven provided the type and offered model must have been supplied by the bidder in Indian mining industry and / or to the other industries in India (Private or Government/ Public Sector Undertaking) and consistently performed satisfactorily for a minimum period of three years from the date of commissioning. The performance of only those equipments would be considered for assessing provenness which have been commissioned three years prior to the date of opening of the tender and not prior to 15 years from the date of opening of the tender.

1.6.2 In case the type and offered model of equipment are working at CIL and its subsidiary companies and the same has not completed three years of performance period as stipulated above, SECL reserves the right to grant relaxation for declaring the equipment as proven provided the percentage availability achieved during the first two years is more than the availability guaranteed for the first year irrespective of its world-wide population.

1.6.3 In case the indigenous manufacturer is quoting the same type and the model of equipment as supplied by their foreign collaborator worldwide in the past and the quoted model of indigenous manufacturer has not completed the required years of performance for provenness as mentioned above, the offered model will be considered proven if the minimum worldwide population is *five (05)* number of type and offered model of equipment which have been commissioned three years prior to the date of opening of tender and not prior to 15 years from the date of opening of tender and the offered equipment has performed at least for three years in Indian mining conditions achieving the guaranteed availability stipulated in the supply order. However, for worldwide population foreign collaborator's experience of supplying the offered equipment worldwide shall be considered only if the indigenous manufacturer submits a copy of their collaboration agreement with the foreign collaborator which should be valid on the date of opening of the tender and should also remain valid at least up to the supply of equipment. However, the principal manufacturer will ensure supply of spares and consumables and support for smooth running of the equipment *through out its entire life*.

Documents establishing bidder's eligibility and qualifications

- A (i) The bidder should submit authenticated copies (Ink signed and stamped by the Original Equipment manufacturer and duly notarized) of complete supply orders (covering technical specification, performance guarantee terms etc) for the offered model of equipment received by them from various customers.
- (ii) The bidder should furnish the performance report of the end users for above orders, in respect of offered model of equipment supplied by them.
- (iii) In case the performance report(s) of the End-User(s) is not available, the bidder shall give a self-certification, duly ink-signed and stamped, confirming the quoted type and model of equipment have performed satisfactorily for a minimum period of three years from the date of commissioning of the equipment and desired parameters of the performance of the equipment stipulated in the supply order received and executed have been met and no warranty / guarantee claim is pending against the supply orders received and copies enclosed by them along with their offer to establish their provenness for the quoted model of the equipment.

In case authorized agent is submitting the offer on behalf of the original equipment manufacturer, self-certification duly ink-signed and stamped by the principal (i.e. original equipment manufacturer) is to be submitted regarding performance as mentioned above.

However, SECL reserves the right to verify the above or get the performance directly from the concerned buyers / customers / end-users of the equipment (against past supplies as mentioned above) of the bidder.

- (iv) In case bidders are not in a position to submit the past supply order copies due to confidentiality laws of particular country, a copy of such laws should be enclosed along with the offer for claiming exemption from submitting the supply order / contract copies and in such cases the bidder should enclose a customer list for the quoted model of equipment and similar equipment duly ink signed and stamped by the original equipment manufacturer and **duly notarized.**, clearly indicating the customer name and address, contract number and date, date of supply and erection and commissioning, guaranteed annual availability, if any as per the performance guarantee clause of the supply order / contract and actual achieved annual availability (**if available**), for minimum three years from the date of commissioning for each equipment supplied.
- (v) In case a bidder has a foreign collaboration, the bidder must submit the documents / certificates duly notarized, relating to collaboration with principals, clearly indicating –
- (a) That the collaboration agreement is valid on the date of tender opening and shall also remain valid at least up to the supply of equipment.
- (b) And they will supply and support for smooth running of the equipment **through out its entire life.**
- (vi) Bidder should submit self-certified duly notarized certificate to the effect that the bidder has satisfactorily fulfilled their contractual obligation including warranty obligations for the equipment supplied by them.

B) The following documents shall be submitted by the bidder in case of contract with foreign principals involving Indian agents,

- i) Foreign principal pro-forma invoice or any other authentic document indicating the commission payable to the Indian agent, nature of after sales service to be rendered by the Indian agent and the precise relationship between the principal and the agent and their mutual interest.
- ii) Copy of the agency agreement if any with the foreign principal stating the precise relationship between them and their mutual interest in the business.
- iii) In case the tendered items fall under the restricted list of current Import-Export Policy of Government of India, a copy of enlistment of the Indian agent with Director General of Supply and Disposal, New Delhi, under compulsory registration scheme of Ministry of Finance need to be submitted along with the Cover-1 of the offer.

EQUIPMENT SPECIFICATION OF 10 m³ ELECTRIC ROPE SHOVEL

INSTRUCTION: *The bidders must submit their point-wise offer in the format given below only in the terms of either “Accepted” or “Not Accepted” against the NIT requirement (including Annexure-A). The bidders should give details wherever it is specifically asked for against any NIT parameter or in case of Non-acceptance. Bidders, who do not comply with the above requirement, may likely be disqualified.*

To be filled by the Bidder			For SECL office use	
NIT specification	Offer	Deviation if any	Deviation accepted / Not accepted (with reason)	Remarks (offer accepted / not accepted)
1	2	3	4	5

1. Scope Of Specification

This specification is intended to cover the technical requirements for the design, manufacture, testing, delivery, on-site erection and commissioning of a self-propelled, crawler mounted electric rope shovel of 10 m³ dipper capacity (Struck).

2. References

The following International Standards are referred to in, and form part of, the Specification:

ISO 2867	Earth- moving machinery - Access systems
ISO 3457	Earth-moving machinery - Guards and shields - Definitions and specifications
ISO 6682	Earth-moving machinery - Zones of comfort and reach for controls.
ISO 6750-1	Earth-moving machinery - Symbols for operator controls and other displays - Part 1 : Common Symbols
ISO 6750-2	Earth-moving machinery - Symbols for operator controls and other displays - Part 2 : Specific symbols for machines, equipment & accessories.
ISO 6750	Earth-moving machinery - Operation & maintenance - Format & content of manuals
ISO 10968	Earth-moving machinery - Operator’s control.

3. Design Criteria

The shovel shall be capable of continuous digging for protracted periods on a system of 3 shifts each of 8 hours duration per day throughout the year in hard, highly abrasive, blasted sandstone/rock having a density after blasting of 1,800 kg/m³.

The shovel shall be suitable for 3:1 heaped loading of rear dumpers with capacities ranging from 50 tonnes to 120 tonnes.

The shovel shall have the following working ranges:

a)	Maximum cutting height	not less than	12.7 m
b)	Maximum cutting radius	not less than	16.9 m
c)	Maximum dumping height	not less than	7.0 m
d)	Dumping radius at maximum height	not less than	14.0 m
e)	Dumping height at maximum radius	not less than	5.0 m

4. Mechanical Specification

4.1 Dipper

The rope shovel shall be supplied with a hard faced, heavy-duty bottom discharge rock dipper of 10 m³ capacity as defined by the Society of Automotive Engineers (SAE) rating. The specific weight of the material used in dipper should be not less than 7800 kg/m³.

The tooth points to be supplied with the dipper should also be hard faced and should have proper, durable, easily removable and shock absorbing type attachment with the dipper. The latch bar should also be of heavy-duty type.

4.2 Boom and Dipper Handle

The shovel boom and dipper handle should be a rugged, durable construction of high strength impact resistant steel and free from any stress concentration. The design must take care of all forces i.e. bending, torsion, compression, etc. encountered during operation of the shovel. A shock absorber shall be incorporated in the boom to absorb the impact of the dipper.

Walkways with handholds shall be provided to allow easy access to the boom point sheaves.

4.3 Boom Point Sheaves

The boom point sheaves shall be large, of rugged construction, preferably of the split type, and mounted on low maintenance, anti-friction bearings.

4.4 Crawler Mounting

Side-frames and load rollers shall be of sufficient strength to withstand the high loads, which may occur due to uneven ground conditions. They shall be of welded construction and stress relieved as required.

The sprocket should be a single piece type and a reliable track tensioning arrangement should be provided.

Crawler shoes shall be heavy duty and designed for ease of replacement whenever necessary.

4.5 Lower Frame

The lower frame shall be a single unit of steel construction, designed to withstand repeated high loading under difficult digging conditions.

Suitable means of access with removable covers shall be provided for maintenance.

The roller circle shall have lubricated rollers. The bolted, removable roller track shall be heat treated for optimum wear resistance. The ring gear shall be of heat-treated alloy steel with contour induction hardened gear.

4.6 Propel

An independent propel system for each track shall be provided. Propel brakes shall be provided to stop the machine during any travelling condition and shall be interlocked with the travel controller to prevent travel until the brakes are released.

4.7 Revolving Frame

The revolving frame shall be a strong rigid unit of heavy section good quality steel. The design and manufacture of the frame must ensure proper and uniform load distribution. Suitable machined pads should be provided along the frame for mounting and aligning the various drive units and other accessories.

Mounting lugs for the boom and gantry should preferably be positioned in an open area for ease of fitting and maintenance.

Ballast boxes of sufficient size and proper design shall be provided for the required counter-balance weight. The ballast shall be provided by the Purchaser.

4.8 Machinery House

The machinery house shall be made of steel sheeting supported by a steel structure and shall cover the entire machinery deck. It shall be fitted with a filtered pressurised air system for ventilation, cooling and to prevent entry of dust into the machinery house. The machinery house shall be designed to give ready and safe access to personnel and equipment for inspection and maintenance. In particular sufficient space shall be provided around all main drives and sub-assemblies for ease of inspection, maintenance and removal.

Rollers shall be provided as rope guides at the entrance to the machinery house for all ropes.

Inspection covers shall be provided on all final drive cases.

Non-slip type walkways and catwalks with handrails shall be provided in and around the machinery house, the operator's cab and service platforms and shall comply with [ISO 2867](#).

4.9 Main Machinery

All gearing and shafts shall be manufactured from high quality steel and mounted in anti-friction bearings.

Gears and pinions should wherever possible be machine cut herringbone type and suitably heat-treated.

Inspection covers shall be provided on all final drive gear-cases.

All main drive motors shall be equipped with spring set, air released brakes preferably of the disc type.

4.10 Lubrication

A centralised, pneumatically / electrically operated, automatic dual line lubrication system shall be provided to service all lubrication points on the machine, except where use of high viscosity lubricants prevent the application of pumped systems e.g. the dipper handle

The lubrication system shall be fully monitored to ensure adequate lubricant flow is maintained to all major parts. The monitoring system shall, where necessary, be interlocked with the relevant control circuits to prevent damage due to lack of lubrication at any point. Alarms and indications of the failure of lubrication to any point shall be repeated on the instrument/test panel (specified elsewhere).

Lubricant containers shall be located inside the machinery house and be large enough to cater for a minimum of **100 (one hundred) hours continuous operation**. The containers shall be fitted with suitable cleaning arrangements.

All lubrication lines shall be protected from damage and all injectors shall be in gang blocks at points convenient for visual inspection. . The lubrication lines to the boom point should be properly guided.

Flexible lines shall only be used where there is relative movement between parts and for final connection to movable components. Steel piping shall be used for long runs and shall terminate in steel junction blocks to prevent disturbance to steel piping when flexible hoses are replaced.

Lubricants used shall be preferably of reputed Indian make.

4.11 Hoses: Fire/heat resistant/retarder hydraulic hoses in place of ordinary hoses to decrease the chance of fire. All the sleeves and conduits where cable/wire are passed shall be fire/heat resistant.

4.12 Operator's Cab

A fully insulated, sound suppressed, air conditioned, operator's cab with safety glass should be so positioned that it extends preferably from the right hand front corner of the upper frame to facilitate a clear and unrestricted view of the operating area. All operating controls, all monitoring, working signals and emergency power isolation switch should be conveniently located in consoles within easy reach of the operator and shall comply with [ISO 6405-1](#) , [ISO 6405-2](#), [ISO 6682](#) & [ISO 10968](#). The operator's seat shall be a fully adjustable bucket type with foam rubber cushion and best quality upholstery. Both a cooling fan and a blower type heater shall also be provided.

4.13 Guards and Shields

Adequate guards and shields, which comply with [ISO 3457](#), shall be provided throughout the shovel.

4.14 Fire Extinguishers

An adequate number of fire extinguishers shall be provided at strategic points on the shovel, suitably mounted in heavy-duty brackets for ease of removal. The extinguishers shall be dry powder (cartridge type) with a minimum capacity of 5 kg and shall comply with Indian Standard IS: 2171.

5. Electrical Specification

5.1 Power Supply

The electrical power supply to the machine will be 6.6 kV ($\pm 10\%$), 50 Hz ($\pm 3\%$), 3 phases. This will be provided via a trailing cable from the mine electrical distribution network

All high-tension electrical equipment shall have an insulation rating of 12kV to protect against a rise in potential across any one phase of the supply.

The supply shall be connected to the machine via four collector rings with at least two sets of running shoes for each ring.

An Isolator switch shall be provided in the machine for disconnecting the main incoming supply line.

A high voltage distribution switchboard shall be provided to supply the various machine drive, control and auxiliary sub-circuits. Each switch forming part of the switchboard shall comprise an on-load isolator; an electrically closed and tripped, vacuum circuit breaker and fitted with protection against overload and under-voltage, single phase, thermal, reverse phase sequence protection relays, short circuit and earth fault; and appropriate control push buttons, indicators and alarms. Indication of the state of the switch and any fault condition shall be provided on the front of the switch panel.

5.2 Drive System

The drive system must be so designed that all the functions of the shovel i.e. Hoist, Crowd, Swing and Propel have optimum output with high mechanical efficiency, low maintenance cost and improved maintainability and component life.

All motions of the machine shall be controlled by a variable torque/speed drive control system. The Supplier shall specify the proposed method of drive control, which is expected to utilise modern electronic techniques. The design of the drive system should ensure that in the event of any failure the machine is brought safely to rest.

Each drive control system shall be supplied from a suitably rated starter control panel with vacuum contactors and providing overload, short circuit, single phase, earth fault, under-voltage protection and reverse phase sequence protection.

All drive systems shall be capable of being remotely started from a control/instrument panel located in the machinery house. A remote stop facility shall be provided in the operator's cab. An arrangement for initial soft starting of any large motors shall be provided.

The control circuits for each drive shall be housed in a steel cabinet provided with internal illumination. The cabinets shall be dust and vermin proof. Suitable cooling fans with dust filtering facilities for the cabinets shall be provided. The cabinets shall, preferably, be located on the operator's side of the machine.

Anti-condensation heaters shall be fitted to all major drives and electrical cabinets wherever applicable.

All control circuits shall operate at 110V/220V, single-phase 50Hz. with earthed neutral. The electrical supply for other items shall be either 415V 3 phase 50Hz or 110V/220V, 50Hz, single phase with earthed neutral, as appropriate.

Control circuit transformers shall be protected on their primary side by isolation switches and fuses. Control circuits shall be protected on one side of the transformer by a fuse with the opposite side connected to earth.

All cables used in the machine shall be of the fire resistant type.

5.3 Motors

All motors shall be continuously rated for the duty specified. The insulation should be rated to a minimum of class-H for DC motors, and class-F for AC motors, DC generators and auxiliaries. Winding temperature rise shall not exceed class "B" i.e. 80°C.

The starting or stall current of any large drive motor shall not exceed 3.5 times full load current.

Rotor shafts shall be mounted on ball and roller bearings, preferably lifetime sealed for ease of maintenance.

Terminal boxes shall be fully fault rated and provide for phase segregation of all terminals. An earth connection stud shall be provided.

All drive motors shall be provided with temperature monitoring arrangement with thermistors incorporated in the windings and in the bearing housing. The monitoring circuit shall be suitably interlocked with the drive control circuit to alarm and trip in the event of an abnormal temperature rise.

Each motor shall have a stainless steel rating plate giving full details including voltage, full-load current, power, frequency, serial number, weight, bearings and their lubricant details.

Commutators and brushes on any DC machines shall have easy access for inspection and service. Clear inspection windows shall be provided on motor brush covers.

5.4 Trailing Cable

The machine shall be provided with 300 m of 6 core trailing cable of adequate cross section in relation to the rating of the machine and the 50°C ambient temperature. The cable shall be of the flexible type suitable for use with open-pit mining machinery.

The cable shall have 3 power cores of equal adequate cross section individually screened with specially formulated semi-conducting compound, two earth cores of equal cross section and one pilot core. The cable should have minimum insulation level of 12 kV for 6.6 kV supplied machines.

The shovel shall be provided with a weatherproof box termination for the trailing cable.

5.5 Power Factor Correction and Harmonic Suppression

The electrical circuit shall include suitable arrangements for power factor correction to ensure that the average power factor over the whole cycle is at least **0.9 lags**. The Supplier shall state the method of power factor correction proposed. The electrical circuits shall have adequately designed harmonics suppression networks for reducing harmonics and transients to acceptable levels.

5.6 Field Switch

The shovel shall be provided with a skid-mounted field switch. The switch shall be of robust construction suitable for the rugged terrain and the mining conditions for which it will be used. It shall also be dust and vermin proof and protected to withstand torrential monsoon rains.

The switch gear should be of the vacuum circuit breaker type with symmetrical rupturing capacity of **150MVA at 6.6 kV**. The field switch shall also have earth fault, overload and under voltage, single phase, thermal and reverse phase sequence protection relays and suitable for restricted neutral system as per Indian Electricity Rules and DGMS approved. **In an emergency it should be possible to trip the field switch from operator's cab by a push button switch.**

5.7 Lighting

Adequate flood lighting and illumination at strategic points both outside and inside of the shovel shall be provided for visual observation and night shift operation. The lighting fixtures shall be supplied at **220V phase to phase**, fed from a **220V, 3 phase** and neutral lighting transformer of adequate capacity with its star point grounded.

Earth leakage protection to be provided with lighting breaker

5.8 Instrument/Test/Alarm Panels

Instrument/test/alarm panels shall be provided to measure critical parameters of the power and control circuits to assist maintenance and repair operations. As a minimum, indications of the following are to be provided:

- Incoming voltage, current, power consumption and power factor
- Loop voltage and current for hoist, crowd, swing and propel motors
- Field circuit voltage and current for hoist, crowd and swing.

A fault monitoring/alarm facility shall be provided comprising monitoring circuits, annunciators, test push-button and "alarm accept" push button.

Typically, monitoring facilities shall be provided for the following:

- Hoist, crowd, swing and propel armature over-current, field over-current and field loss
- Generator over-voltage
- Motor field over-current and field loss for main motor
- Failure of any point of the Lubrication system
- Motor over-speed
- AC and DC circuit earth faults
- Transformer over-temperature
- Bearing over-temperature
- Air pressure loss
- Frequency fluctuation
- Power supply error

All instruments provided with the machine shall comply to Indian **Standard 1248 industrial accuracy** and shall be **vibration resistant type**.

Comprehensive testing facilities shall be provided on all control circuits in the form of jack sockets, screw connectors etc. for the use of test instruments such as **X-Y plotters**, oscilloscopes, multi-meters etc.

5.9 Transformers

All transformers shall be dry type of reputable manufacture with suitable protection, suitably rated for the duty specified and the operating environment. The transformers shall be delta-star connected with star points earthed for earth fault protection.

5.10 Auxiliary Equipment

The power supply to any auxiliary equipment shall be either **415V 3 phase 50Hz** or **110V/220V, 50Hz, single phase with earthed neutral**, as appropriate. Care should be taken with the use of **single-phase circuits to ensure that the loads are balanced across the three-phase supply to avoid tripping on start up**.

Controls for such equipment shall be housed in steel cabinets or wall mounted panels. The cabinets shall be dust and vermin proof. Suitable cooling fans with dust filtering facilities for the cabinets shall be provided where necessary. Anti-condensation heaters shall be fitted to all cabinets wherever applicable.

Each auxiliary drive motor shall be supplied from a starter control panel having suitably rated circuit breakers for each motor, providing overload, short circuit, single phase, earth fault, under-voltage protection and reverse phase sequence protection (if necessary).

Control circuits shall operate at **110V/220V** single phase **50 Hz** with earthed neutral.

All cables used shall be of the fire resistant type.

5.11 Limit Switches

Limit switches interlocked with the relevant control circuit shall be provided for the hoist and crowd motions and for the boom lift over-travel.

5.12 Interlocks

Interlocking shall be provided to allow safe access to all High Voltage areas after isolation of the incoming supply to the shovel.

6. Safety Devices,

- a) All function cut off switch, wherever applicable.
- b) Swing Motor brake, wherever applicable.
- c) Seat belt.
- d) Vent valve on top of hydraulic tank should be able to be removed without any tool, wherever applicable.
- e) A baffle plate between cold zone and hot zone, wherever applicable.
- f) Provision for limiting of hydraulic cylinder – stopper, wherever applicable.

7. Ancillary Equipment And Other Requirements

The following shall be provided on the shovel:

- a) Adequate 440V/415V 3 phases, 50 Hz welding power outlets suitably located so that welding can be carried out at any point on the shovel.
- b) A 440V/415V 3 phases 50 Hz, 500 amp Welding machine with accessories.
- c) Adequate 220V/110V single phase, hand held inspection outlets, portable hand lamps and all necessary supporting equipment.
- d) 220V/110V single phase, portable electric blower with suction attachment.
- e) Workbench fitted with vice and tool chest.
- f) Vibration Analyser of reputed make
- g) Bearing Tester
- h) Megger 5 kV and Megger 1 kV
- i) Digital Multi-meter (heavy duty).
- j) Remote Control Temperature Gauge.
- k) Hour-meter for normal operation and Hour-meter for propel separately.
- l) Hydraulic Jack 50T - 2 Nos

8. Additional Equipment

The following shall be supplied with the shovel:

- | | | |
|----|--|-----------------------|
| a) | Additional sets of adapters along with 'C' clamp and wedge | 3 sets (per shovel) |
| b) | Additional sets of hard faced tooth points along with lock pin and rubber lock | 18 sets (per shovel). |

9. Expected Life of Major Assy.

The supplier shall state and guarantee the life of the following major assemblies.

- a) Dipper
- b) Boom
- c) Dipper Handle
- d) Crowd Shaft Assy.
- e) Hoist System
- f) Swing System
- g) Crowd System
- h) Propel System
- i) Undercarriage
- j) Lubrication System
- k) AC & DC Motors and Generators
- l) Transformer
- m) Electrical Controls

10. Tools and Tackles

A set of Standard and Special tools and tackles required for erection, maintenance and repair of equipment should be supplied along with each machine.

11. Manuals

4 (four) sets of operational and maintenance manuals and parts catalogue shall be supplied along with each machine, out of which one set is to be supplied to the Excavation Department, SECL-HQ, Bilaspur directly.

12. Initial Spares

Initial spares / filters (including engine filters etc) recommended for initial 6000 hours of operation must be provided along with each machine. Machine will be accepted only along with these initial spares. List of such spares (unit-wise) justifying the total requirement as per maintenance schedule should be submitted.

13. After-sales-service

The manufacturer should ensure the availability of sufficient skilled service personnel and spare parts depot / warehouse at vicinity of SECL mines area (within 100 km from place of operation i.e. Kusbunda) before dispatch of the machine. The clearance for dispatch of the equipment shall be provided by SECL [CGM(MM)] after confirmation of the set up of

service network. In case of non-compliance of the same, the purchase order may be cancelled and the EMD and Security Deposit too may be forfeited.

14. For proper record keeping the following documents must be submitted to the Excavation Department, SECL-HQ, Bilaspur immediately after dispatch of the consignment,

- a) Copy of the invoice (s)
- b) Pre-dispatch inspection note, if applicable
- c) Road Challan / RR
- d) Consignee note
- e) Test, Inspection and Guarantee / warranty certificate
- f) Copy of Excise Duty Gate Pass
- g) Other statutory documents, if any.

15. Performance Guarantee

The Supplier shall guarantee that the availability of the equipment shall be not less than 85% (eighty five per cent) for a period of 12 months from the accepted date of commissioning. Details are given in Annexure-A.

16. Information To Be Provided By The Supplier

The Supplier shall furnish the following information. All technical information shall be in SI units.

16.1 General

- a) Model of the equipment offered :
 - b) Number of similar model supplied during the last five years.
- The information shall be given in the following format.

Company	Mine Name	Mine Location	Mine Type	No. of machines	Model	Commissioning date

- b) Details of nearest Depot/Warehouse and Service Facility available for the present offer, in the following format.

Major Depot / Warehouse			Service Facility		
Location	Contact Nos.	Inventory Value (Approx.)	Location	Type of facility available	No.of Engineers *

* Engineers / Technicians employed to service the equipment either at the facility or on site.

- c) Details of special tools to be provided with the equipment.
- d) Details of erection programmes for the bid.

16.2 Technical Details

- a) Calculations and drawings verifying the dipper capacity.
- b) Detailed mechanical and electrical descriptions and specifications of the shovel.
- c) Details of the type and method of drive systems offered.
- d) Performance curves for Hoist, Crowd, Swing and Propel motions.
- e) Schematic drawings and details of the Supplier, number, function and type of automatic lubrication systems.
- f) Details of major bought-out assemblies and sub-assemblies including manufacturer, type, etc.
- g) Operation and maintenance manuals in accordance with ISO 6750.

16.3 Dimensions, Weights and Performance Details

16.3.1 Working Ranges

- a) Maximum cutting height
- b) Maximum cutting radius
- c) Maximum dumping height
- d) Dumping radius at maximum height
- e) Dumping height at maximum radius
- f) Dumping radius, maximum
- g) Cutting depth below ground level
- h) Radius of clean up

16.3.2 Basic Dimensions

- a) Clearance radius, boom point
- b) Clearance height, boom point
- c) Clearance radius, rear
- d) Clearance under upper frame
- e) Clearance under lower frame
- f) Clearance height, gantry
- g) Clearance height, cab
- h) Clearance width, cab without walkways
- i) Operator's eye level height
- j) Ground to boom foot pin

- k) Centre of rotation to boom foot
- 16.3.3 Machine Weights
- a) Shipping weight of all separate components
 - b) Working weight
 - c) Ballast
- 16.3.4 Performance
- a) Bail pull at peak power
 - b) Bail speed at peak power
 - c) Crowd force at peak power
 - d) Crowd speed at peak power
 - e) Maximum digging force
 - f) Reach at maximum digging force
 - g) Swing torque at peak power
 - h) Swing speed at peak power
 - i) Maximum swing torque
 - j) Tractive effort at peak power
 - k) Propel speed at peak power
 - l) Total cycle time 90°
120°
- 16.3.5 Power Ratings
- a) Power voltages and frequency (indicating the fluctuations these can be subjected to)
 - b) Power factor at rated load
 - c) Continuous motor kW ratings for:
 - Hoist
 - Crowd
 - Swing
 - Propel
- 16.3.6 Dipper
- a) Capacity and weight
 - b) Capacity range
- 16.3.7 Front End
- a) Boom length, centre to centre and weight
 - b) Dipper handle, effective length and weight
 - c) Point sheave pitch diameter
- 16.3.8 Crawler Mounting
- a) Crawler length, standard
 - b) Crawler width, standard
 - c) Crawler belt width, standard
 - d) Bearing area
 - e) Bearing pressure
 - f) Load rollers, number per crawler
 - g) Load roller, diameter
 - h) Driving sprocket, diameter
 - i) Front idler roller, diameter
 - j) Centre to centre of sprockets and idler
 - k) Crawler shoes, total number
 - l) Gradeability
- 16.3.9 Circle Gear and Roller Path
- a) Swing gear pitch diameter
 - b) Width of teeth
 - c) Roller path diameter
 - d) Rollers, number and diameter
- 16.3.10 Hoist
- a) Hoist drum diameter
- 16.3.11 General
- a) Quantity and specification of ballast required
 - b) Specifications of all wire ropes including length, diameter and construction
 - c) Details, number and location of fire extinguishers

17. SUPERVISION OF ERECTOIN AND COMMISSIONING

The Supplier shall be responsible for erection and commissioning of the material at site. The purchaser will assist in providing necessary erection tools and tackles etc and unskilled manpower for this purpose.

The supplier shall depute qualified and competent engineer(s) to supervise the entire assembly, erection and commissioning of equipment free of cost for suitable man days including Sundays and holidays, if worked, per machine

for erection, commissioning and test running, as well as training in operation and maintenance of the equipment at site. Commissioning shall include testing of equipment at maximum rating, under the mining operating conditions as specified to the satisfaction of the user. In order to give proper service to us, suitable free accommodation and transport shall be provided by our Project Officer to the serving staff of the supplier for initial commissioning and servicing of the equipment. The Project Officer will provide all facilities like tools and cranes, semi-skilled labour generally required for assembly of such machine at site free of cost, during the initial commissioning and service of the equipment.

18. TRAINING

The supplier in consultation with the HOD (Excavation) of the respective project shall make available, at manufacturer's works or elsewhere outside India or site, experienced personnel to conduct training of SECL's operators, technical and supervisory personnel for suitable period from the date of issue of certificate of acceptance of the equipment. **Training should be conducted free of cost.**

The training shall cover the following

- a) The machine system and safety
- b) Equipment operation and maintenance
- c) Trouble shooting, localisation of fault and their remedies covering;
 - (1) Electrical and electronics
 - (2) Mechanical
 - (3) Hydraulic system
 - (4) Air system
 - (5) Lubrication system

Comprehensive training manuals with clear illustration shall be provided to each participant. Training course shall be conducted in both English and Hindi languages as required.

19. FOLLOW UP VISIT

The supplier shall provide follow up visit at site of a Regional Manager / senior technical person competent to take decision on the spot to settle any dispute / problems associated with the machine and to render his expert advice to the Project Personnel in operation and maintenance.

20. SPARE PARTS

Supplier shall ensure the availability of spares for full life time of the equipment.

In the event of termination of manufacturer of the spare parts, the contractor shall :

- i) Furnish at no cost to the user / South Eastern Coalfields Ltd., the Drawings and specification of the spare parts, if requested.
- ii) Give sufficient advance notification to the user / South Eastern Coalfields Ltd. of the pending termination so as to allow procurement of needed requirements.
- iii) Advise to the extent possible, alternate source of supply.

The supplier shall keep adequate / regular stock of spares which are required for the maintenance of the equipment so that the same can be supplied on the short time requisition i.e. within a month's time.

21. Composite Warranty / Guarantee

The complete equipment shall be warranted for 12 months from the accepted date of commissioning.

22. Special Guarantee:

The following special guarantee / warranty is applicable for the different components from the accepted date of commissioning,

- i) **AC and DC Motors and Generators:** 6000 hours or 24 months, whichever is earlier, from the date of commissioning
- ii) **Undercarriage:** 6000 hours or 24 months, whichever is earlier, from the date of commissioning
- iii) **Boom and Dipper Handle:** 10000 hours or 36 months, whichever is earlier, from the date of commissioning
- iv) **Dipper:** 6000 hours or 24 months, whichever is earlier, from the date of commissioning
- v) **Ring Gear and Swing Pinion:** 6000 hours or 24 months, whichever is earlier, from the date of commissioning

In case of any guarantee failure intimated reasonably in time to the bidder, the replacement or repair job (as per guarantee settlement) must be completed within 21 days at site by the bidder at no cost to the purchaser.

...

Annexure-A

WARRANTY / PERFORMANCE BANK GUARANTEE

The availability of the equipment shall not be less than **85% (EIGHTY FIVE)** for a period of **12 (twelve) months** from the date of commissioning. Details of Performance Guarantee is given as below:-

- i) The equipment will be warranted against any manufacturing defects/workmanship for a period of 12 (twelve) months from the date of commissioning. Any defect observed on this account shall be attended to immediately and in no case beyond a period of one month.
- ii) In the event of any breakdown or failure of performance due to defects in materials, design, workmanship, spare parts etc., SECL shall promptly notify the supplier in writing of any claims arising under this warranty. The repairs, replacement or rectification work shall be carried out by the supplier at site at no cost to the purchaser within 7 days of settlement of warranty claims.

“At no cost to the purchaser” means, the supplier will have to bear all the expenses up to the destination site i.e. Ex-works prices, Excise/Custom Duty, Sales Tax, Insurance, Transportation charges etc. as applicable to ensure free delivery of warranty replacement at SECL colliery sites.

The supplier will be required to stock spare parts to take care of warranty period breakdown. Spares should be available within two weeks from the date of intimation of breakdown.

- iii) All warranty repairs will have to be attended by the supplier at site and all services and spares will have to be provided at site free of cost including all freight, duties, taxes etc.
- iv) The supplier must ensure that there is no major breakdown due to manufacturing/design defect during warranty period. In case such break down occurs, the purchaser will reserve the right to extend the warranty period suitably.
- v) The supplier will have to furnish the following Performance Bank Guarantees on scheduled / Nationalised Bank in India valid for 15 months from the date of commissioning, for 10% value of the equipment, including taxes and duties etc. to the FOR destination price of the materials on order, as a coverage towards the suppliers’ performance against the contract. The PG Bond has to be furnished to the paying authorities along with your bills for **80% payment**.

Guaranteed Availability – The supplier shall ensure that the Guaranteed availability of the equipment shall not be less than **85% (EIGHTY FIVE)** for a period of twelve months from the accepted date of commissioning. The following calculation shall determine the availability of the equipment: -

$$\% \text{ Availability} = \frac{\text{Scheduled Available time} - \text{Downtime}}{\text{Scheduled Available Time}} \times 100$$

Scheduled available time shall equal to 24 hours.

Down time shall mean all hours of work lost due to mechanical, electrical or other failure including:-

- a) Routine servicing and maintenance in accordance with the manufacturer’s published recommendations including:

Changing oils, oil filters and air filters, lubrication;
Changing identified consumable or wear parts.

- b) Planned preventive maintenance programme.

It shall not however include:

- i) Damaged due to abusive use or incorrect operation methods by the purchaser;
- ii) Accidents;
- iii) Strikes or stoppage of work by the purchaser’s personnel;
- iv) Natural Disaster;
- v) Lack of spare parts not attributable to a failure of the supplier, it’s agents or representatives.

Downtime shall also specifically include all hours lost due to failures determined to be guarantee failures.

The supplier shall state the number of hours per day required to carry out (a) and (b) above. The time stated should with the agreement of the purchaser, form the basis of the assessment of the availability. The project authority will assist the supplier without relieving the supplier of any other obligations under the contract to achieve the guaranteed availability by :

- 1 Providing normal and proper operation and maintenance including normal, periodic and preventive maintenance as recommended by the supplier and promptly makes all necessary repairs using only genuine manufacturer’s spares.
- 2 Providing full co-operation to supplier’s authorised representatives and comply with reasonable procedural suggestions to improve efficiency of machine operations and to reduce downtime.
3. Providing and maintain such conditions as -
Proper terrain area.

Proper bench preparation and maintenance of reasonably leveled floor condition.

4. Providing all suppliers' authorised representatives access at all reasonable times to the machines, service and repair facilities and machine log book.
Maintaining a log book for each shift wherein the working hours, breakdown hrs., maintenance hrs., idle hrs. etc. shall be recorded and the same will be made available to the suppliers representatives for examination and signature....

EFFECT AND DURATION OF GUARANTEE

This guarantee shall become effective on the day on which the equipment is commissioned at the site. The issue of the project authorities' acceptance certificate shall evidence commissioning.

The guarantee shall remain effective for 12 (twelve) months from the date of commissioning irrespective of hours operated by the equipment during the period of the guarantee.

In the event that the equipment fails to achieve the availability herein provided during this (12) twelve month period, the supplier shall be liable to pay the purchaser, as penalty, a sum equal to, as indicated hereunder for each equipment:-

- a) 1% (one percent) of the delivered price of the equipment for every percentage reduction from the guaranteed availability for the first 5% (five percent).
- b) The penalty shall be 10%(ten percent) of the delivered price of the equipment for reduction beyond 5% from the guaranteed availability.

The supplier has however the option to modify the equipment if felt necessary to bring its availability to the guaranteed level within three months after expiry of initial guarantee period of 12 months from the date of commissioning.

DEEMED BREAKDOWN

When the supplier is unable to supply the replacement of a failed part under warranty within 21 days and if the machine is commissioned by using spares from the stock of project, the period after 21 days till the supplier replaces the part under warranty shall be treated as "DEEMED BREAKDOWN" (the credit for keeping the machine available shall not be given to supplier).

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[Clause 4.6 of NIT refers]

A.FORMAT OF CHECK LIST FOR DEVIATION FROM COMMERCIAL TERMS & CONDITIONS OF NIT

SL. NO.	COMMERCIAL TERMS & CONDITIONS	REMARKS
1.	Status as manufacturer/Dealer (Necessary document substantiating the status of bidder is submitted)	
2.	Validity for 180 days	
3.	Price : FIRM basis	
4.	FOR Destination/FOB Shipment	
	❖ Packing & Forwarding:	
	❖ Freight:	
	❖ Insurance:	
5.	❖ Excise Duty: (With present applicable rate)	
	❖ Sales Tax/VAT: (With present applicable full rate and concessional rate with declaration form)	
6.	BID CURRENCY	
7.	Delivery Period : with commencement and completion	
8.	Payment Terms:	
9.	Liquidated Damages:	
10.	Force Majeure Condition	
11.	Price Fall Clause:	
12.	Security Deposit:	
13.	EMD submission	
14.	Guarantee/Warranty:	
15.	Performance Bank Guarantee:	
16.	Inspection & Test Terms	
17.	Submission of typed priced Bid	
18.	Past Supplies/Purchase order copies:	
19.	Non-Banning/Delisted Declaration	
20.	Auditors Certificate, if applicable.	
21.	Import Documents	
22.	Custom Duty Payment Certificate, (if applicable)	
23.	Indian Agent & Commission, (if applicable)	
24.	MSM Enterprises registration number(if applicable)	
25.	Submission of “No deviation Certification”	
26.	Limitation of Liabilities	
27.	Distribution of order	

Note: Deviations, if any must be indicated in the above Check-List. If the same is not indicated in the Check-List, it will be presumed that the relevant clause has been accepted as per NIT in toto and the same shall be binding on the bidder.

SEAL & SIGNATURE OF THE BIDDER

B. List of Certificates/ Documents enclosed in the offer:

1. Certificates/ documents required as per the eligibility criteria (if applicable).
2. Complete Set of Documents required for claiming the exemption from submission of EMD/ Security Deposit as per clause 18 & 19.(If claimed)
3. Certificate that the Typed price-bid has been submitted in the prescribed format (Clause 6)
4. A certificate to the effect that the firm has not been banned or de-listed , as per clause 23 of NIT.
5. Certificate as per clause 4.2 for bidders downloading the tender documents from Website of SECL.
6. Any other document/ certificate required as per the NIT terms, may also be listed and enclosed.

N.B.: Bidders must note that the above certificates are being signed by them with total responsibility of the consequences. In case if it is found at a later that a wrong certification was given, SECL may take suitable penal action as may be deemed fit.

GENERAL TERMS AND CONDITIONS OF SUPPLY OF STORES

1. Definition;

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

i. “Contract” means the invitation of tender, instructions to tenderers, acceptance of tender, particulars and the general and special conditions specified in the acceptance of tender and includes a repeat order which has been accepted and acted upon by the supplier.

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

iii. “CONTRACT PRICE” shall mean the sum accepted or the sum calculated in accordance with the price and / or terms accepted by or on behalf of the purchaser.

iv. The Chairman – cum- Managing Director means Chairman – cum Managing Director of South Eastern Coalfields Limited, Bilaspur.

v. The term DRAWING shall mean the drawings, the plans specified in or annexed to the schedule of specification.

vi. The term “PURCHASE EXECUTIVE” shall mean the purchaser or purchaser named in the schedule to the tender, his or their successors or assignees.

vii. The term INSPECTOR shall mean any person nominated by or on behalf of the purchaser to inspect supplies, Stores or works under the contract or his duly authorized agent.

viii. The term PROGRESS OFFICER shall mean any person nominated by or on behalf of the purchaser to visit supplier’s works to ascertain the position of deliveries of stores purchased.

ix. The term MATERIALS shall mean anything used in the manufacture or fabrication of the stores.

x. The term PARTICULARS shall mean the following :

a. Specification

b. Drawing

c. Sealed pattern denoting a pattern sealed and signed by the inspector

d. Certified or sealed sample denoting a copy of the sealed pattern or sample sealed by the purchaser for guidance of the Inspector.

e. Trade pattern denoting a standard of the ISI or other standardizing authority of South Eastern Coalfields Limited and / or a general standard of the Industry and obtainable in the open market.

f. Proprietary make denoting the product of an individual manufacturer

g. Any other details governing the construction, manufacturer and or supply as existing in the contract xi. STORES means the goods specified in the supply order or schedule which the contractor has agreed to supply under contract.

xii. The term TEST shall mean such test or tests as are prescribed by the specification or considered necessary by the Inspector or any agency acting under direction of the Inspector.

xiii. The term SITE shall mean the place or places named in the SUPPLY ORDER or such other place or places at which any work has to be carried out as may be approved by the purchaser.

xiv. Works denoting the persons shall include any company or association or body of individuals whether incorporated or not.

xv. WRITING shall include any manuscript, typewritten or printed statement under or over signature or seal as the case may be.

xvi. UNIT & QUALITY means the unit and quantity specified in the schedule.

xvii. SUPPLY ORDER or PURCHASE ORDER means an order for supply of stores and includes an order for performance.

2. The delivery of stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract after approval of stores by the Inspector to:

i. The consignee at his premises or

ii. Where so provided the interim consignee at his premises or

iii. A carrier or other persons named in the contract an interim consignee for the purpose of transmission to the consignee.

iv. The consignee at the destination station in case of contracts stipulated for delivery stores at destination station.

3. Words in the singular include the plural and vice-versa.

4. Words denoting the masculine gender shall be taken to include the feminine gender and work persons, shall include any company or association or body of individuals, whether incorporated or not.

5. Terms and expressions not herein defined shall have the meanings assigned to them in the India Sale of Goods Act 1930 or the Indian Contract, 1872 or the General Clauses Act 1897 and as amended in respect of all the Acts as the case may be.

6 (a) Parties:-

The Parties to the contract are the supplier and the purchaser named in the schedule or any other specifically mentioned in the contract.

(b) Address to which communications are to be sent:

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

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

7. i. The price quoted shall be either FOR place or Railway station of dispatch, FOR destination.

Delivery free to the consignee, FOB or CIF as specified in the invitation to the tender. All offers from countries other than Purchaser's country shall quote on FOB and CIF basis.

ii. In all cases the prices quoted must be net per unit shown in the enquiry and must include all packing and delivery where applicable. Refunds on account of returnable packages (if any) are to be separately specified. The price should show separately the Foreign Exchange element and the Rupee element for stores to be imported. Sales Tax shall be shown separately and whether it is State Sales Tax or Central Sales Tax. If no mention is made about Sales Tax, it will be assumed to be included in the price quoted.

The prices should be included of Excise, or excise duty should be separately mentioned. In case where price is quoted inclusive of excise duty, the rate of quantum of the same should be separately indicated. In case of contracts providing for free delivery to the consignee, octroi charges shall be included where leviable.

iii. The price must be stated separately for each item on unit basis.

iv. When quotations are made for units other than those specified in the enquiry, the relationships should be stated.

v. The prices quoted must be firm and the offers made must remain open for at least SIX months from the date of submitting quotations unless otherwise specified.

vi. Tender must invariably be submitted along with illustrated literature giving complete and detailed specifications, particulars etc. of the main unit and of the standard accessories to be supplied with the stores.

vii. Tender must clearly specify their recommended spare parts that will be supplied along with the main unit and item wise prices of the spares parts, also what are fast moving, medium moving, slow moving and insurance spares and the period up to which they are likely to last.

viii. Printed terms and conditions of the tendering firms shall not be considered as forming part of their tender. In case the terms and conditions of contract applicable to this invitation to tender are not acceptable to the tendering firms, they should clearly specify deviations there from in their tender.

ix. Typed quotations should be submitted. Those containing erasures and over-writings are liable to be rejected. Any corrections made in the tenders must be initialed by the tenderers, failing which their tenders will not be considered.

x. Insurance arrangement will be made as per instructions being issued from time to time by the Materials Management Division of Coal India Limited and / or its subsidiary companies.

8. (i) Samples of each item, if considered necessary, should be submitted simultaneously by the contractor for inspection by Inspector / Inspectors unless the articles under tender are of considerable bulk in which case separate arrangement will be made for inspection of the articles offered while considering the quotation.

- ii). All samples required for inspection or test shall be supplied by the successful tenderer free of cost.
- iii). All samples must be clearly labeled with the tenderer's name, this offer enquiry number and the last date of opening of tender.

9. a) Subletting and Assignment

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

b) Change in a Firm

(i) Where the supplier is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the purchaser (which may be granted only as an exception) of a written undertaking by the new partner to perform the contract and accept as liabilities incurred by the firm under the contract prior to the date of such undertaking.

(ii) On the death or retirement of any partner of the supplier firm before complete performance of the contract the purchaser may at his option cancel the contract in such case the supplier shall have no claim whatsoever for compensation against the purchase.

(iii) If the contract is not determined as provided in the sub-clause 1.ii above notwithstanding the retirement of a partner from the firm, he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act has been sent by him to the purchaser by registered post acknowledgement due.

10.(a) Consequence of Breach

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

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

11. Use of raw materials secured with Government assistance

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

I. Shall hold such material as trustee of Coal India Limited and / or its subsidiary companies.

II. Shall use such material economically and solely for the purpose of the contract.

III. Shall not dispose of the same without the previous permission in writing of the purchaser; and

IV. Shall tender due account of such material and return to the purchaser at such place as the purchaser may direct all surplus or unserviceable material that may be left after the completion of the contract or its termination for any reason whatsoever. On returning such material, the supplier shall be entitled to such price thereof as the purchaser may fix having regarding the condition of such material.

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

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

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

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

13. For orders placed directly on overseas suppliers, the tenderers should separately indicate whether their prices quoted include any commission for the manufacturer's agents in India and the amount of remuneration for the agent included in the quoted price

Price shall include:

- a. The service that will be rendered by them as manufacturer's agent
- b. The name and address of agents, if any, in India, and
- c. The agency commission or remuneration or freight in case FOR prices are accepted will be paid in Rupees in India

14. On acceptance of the tender, a formal acceptance of tender or supply order will invariably be issued. Advance intimation in writing of acceptance of the tender will be given whenever considered necessary by the said authority. In case an advance intimation has been given, the formal acceptance of tender or supply order shall follow in due course, but immediate action towards execution of supply order shall be taken on receipt of the advance intimation.

15. Inspection and Rejection

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

a) Facilities for Test and Examination

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

b) Cost of Test

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

c) Delivery of Stores for Test

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

d) Liability for Costs of Laboratory Test

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

e) Method of Testing

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

f) Stores Expended in Test

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

g) Inspector – Final Authority and to Certify Performance

(i) The Inspector shall have the power

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

(ii) To reject any stores submitted as not being in accordance with the particulars.

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

(iv) To mark the rejected stores with a rejection mark so that they may be easily identified if resubmitted.

(h) Consequence of Rejection

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

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

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

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

(I) Inspector’s Decision as to Rejection Final

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

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

(k) Notification of Result of Inspection

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

(l) Marking of Stores

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

(m) Removal of Rejection

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

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

(n) Inspection Notes

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

16. Packing and Transport

- a) It shall be the responsibility of the successful tenderers to arrange for the stores being sufficiently and properly packed for transport by Rail, Road or Sea as the case may be so as to their being free from loss or injury on arrival at destination. The packing of the stores shall be done at the expense of the successful tenderer.
- b) The successful tenderer is responsible for obtaining a clear receipt from the transport authorities specifying the goods despatched. He will not book any consignment on a "said to contain" basis. If he does so, he does it on his own responsibility. South Eastern Coalfields Limited shall pay for only such stores as are actually received by them in accordance with the contract.
- c) All packing cases, containers, packing and other similar materials shall be supplied free by the successful tenderer and shall not be returned unless otherwise specified in the contract/supply order.
- d) Packages must be so marked that identification is made easy. Packages will be stamped with identification marks both outside the packages as well as on the contents inside. Packages containing articles liable to be broken by rough handling like glass or machinery made of cast iron will be marked with cautionary works like 'Fragile' , 'Handle with care'. Weight of each package will be marked on the package.
- e) A complete list of contents in each package called the packing list will be prepared and one copy will be packed in the package itself and another copy will be forwarded to the consignee in advance.

17. Delivery:

The time for and the date of delivery of the stores stipulated in the 'Purchase Order' shall be deemed to be the essence of the contract and delivery of the stores must be completed by the date specified.

18. If the execution of the contract / supply order is delayed beyond the period stipulated in the contract / supply order as a result of outbreak of hostilities, declaration of any embargo or blockage, or fire, flood, acts of nature or any other contingency beyond the suppliers' control due to act of God then CIL or its subsidiary Companies may allow such additional time by extending the delivery period, as it considers to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by the CIL and its subsidiary companies, the contract / supply order shall be read and understood as if it had contained from its inception the delivery date as extended.

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

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

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

22. Carrying vessels for Imported Items

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

23. Freight

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

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

24. Passing of Property.

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

25. Laws Governing the Contract.

(a) This contract shall be governed by the Laws of India for the time being in force.

(b) Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender or supply order has been issued.

(c) Jurisdiction of Courts

The courts of the place from the acceptance of tender has been issued shall alone have Jurisdiction to decide any dispute arising out of or in respect of the contract.

(d) Marking of Stores

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

26. Corrupt Practices

(a) The supplier shall not offer or give or agree to give to any person in the employment of the purchaser or working under the orders of Coal India Ltd. and/or its subsidiary companies any gift or consideration of any kind as an inducement or reward for going or forbearing to do or for having done or forborne to do any act in relating to the obtaining or execution of the contract or any other contract with the purchaser or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other with the Purchaser. Any breach of the aforesaid condition by the supplier or any one employed by him or acting on his behalf (whether with or without the knowledge of the supplier) or the Commission of any offence by the supplier or by any one employed by him or acting on the behalf under Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 and any amendments thereto or any other Act enacted for the prevention of corruption by Public Servants shall entitle Coal India Limited and or its subsidiary companies to cancel the contract and all or any other contract with the supplier and to recover from the supplier the amount of any loss arising from such cancellation in accordance with the provisions of Clause 20.

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

27. Insolvency and Breach of Contract

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

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

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

c) If the supplier commits any breach of the contract not herein specifically provided for – Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also the supplier shall be liable to

pay to the purchaser for any extra expenditure he is thereby put to and the supplier shall under no circumstances be entitled to any gain on repurchase.

28. Progress Report

a) The supplier shall from time to time render such reports concerning the progress of the contract and or supply of the stores in such form as may be required.

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

29. All disputes arising out of this contract shall be under the jurisdiction of **Bilaspur court** only and as per the “law of the land”.

INTEGRITY PACT

Between

SOUTH EASTERN COALFIELDS LIMITED (SECL) hereinafter referred to as “The Principal”

And

.....hereinafter referred to as “The Bidder/Contractor”

23. Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for ----- The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organisation “Transparency International” (TI). Following TI’s national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 3. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder/Contractor

- (1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 3. The Bidder/Contractor will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
2. The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 – Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the

exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders/Contractor/Subcontractors

1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders/Contractors/Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 – External Independent Monitor/Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to/provided to Outside Expert Committee members/Chairman as prevailing with Principal.
8. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
9. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

Section 10 – Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. BILASPUR.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

-----	-----
For the Principal	For the Bidder/Contractor
Place.....	Witness 1 :
Date	Witness 2 :

Name and addresses of Independent External Monitors are mentioned as under :

- 1. Mrs. Nirmala Buch , IAS (Retd.), E-4/17 ,
Arera Colony , Bhopal (M.P.) – 462016**
- 2. Yogesh Chandra, IES(Retd)
A-316, Shipra Krishana Vista, Plot No.-14
Ashima Khand-1, Indira Puram, Ghaziabad-201014**

ANNEXURE-F

-Format of Performance Bank Guarantee AND SECURITY DEPOSIT:

SOUTH EASTERN COALFIELDS LIMITED
SEEPAT ROAD,
BILASPUR.

Messers -----, a Company having its office -----
----- (hereinafter called the Contractor) has entered into a
Contract No. -----dated ----- (hereinafter called the said Contract) with South Eastern Coalfields Limited (hereinafter called SECL) to supply equipment on the terms and conditions contained in the said contract.

It has been agreed that hundred percent (100%) payment of the value of the equipment will be made to the Contractor in terms of the said contract on the Contractor furnishing to the purchaser a Bank Guarantee for the sum of ----- equivalent to 10% of the value of each equipment shipped by the Contractor, as security for the due and faithful performance of the terms of the said contract and against any loss or damage caused to or would be caused to or suffered by Purchaser by reason of any breach by the said Seller of any of the terms and conditions contained in the said contract.

The ----- having its office at ----- has at the request of Seller agreed to give the guarantee hereinafter contained.

2. We, -----Bank Ltd. do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser by reason of any breach by the said Seller or any of the terms and conditions contained in the said Contract or by reason of the Seller's failure to perform the said contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We shall not withhold the payment on the ground that the Seller 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 purchaser and the Seller regarding the claim. However, our liability under this guarantee shall be restricted to an amount not exceeding -----.

3. We, -----, further agree that the guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of the Purchaser under or by virtue of the said contract have been fully paid and its claims satisfied or purchaser certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Seller and accordingly discharge the guarantee.

Unless a demand or claim under this guarantee is made on us in writing on or before the -----
----- (date to be given), we shall be discharged from all liability under this guarantee thereafter.

4. We ,-----Bank Ltd., further agree with the Purchaser, that the Purchaser, shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend

time of performance by the said seller (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser, against the said Seller and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason or any such variation or extension being granted to the said Seller or for any forbearance act or omission on the part of the Purchaser, or any indulgence by the Purchaser, to the said Seller or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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 Purchaser the said sum of -----(specify the amount) or such lesser sum as may then be due to the Purchaser and as the Purchaser may demand.

5. We, -----Bank Ltd., lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser, in writing.

6. The Bank has under its constitution power to give this guarantee and ----- who have signed it on behalf of the Bank have authority to do so.

7. This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

Dated: Day of 20
for Bank Limited.

Signature of the authorised person for and on behalf of the Bank.

**(P V BABU)
MATERIAL MANAGER
SECL, BILASPUR.
(094255-46071)**
