



भारत सरकार टकसाल

**INDIA GOVERNMENT MINT**

भारत प्रतिभूति मुद्रण तथा मुद्रा निर्माण निगम लिमिटेड की एक इकाई

A Unit of Security Printing & Minting Corporation of India Limited

भारत सरकार के पूर्ण स्वामित्वाधीन Wholly owned by Government of India

A Miniratna Category-I, CPSE CIN U22213DL2006GOI144763

डी2-, सैक्टर1-, नोएडा /D-2, Sector-1, NOIDA

ज़िला-गौतमबुद्ध नगर, उ.प्र. /Distt. Gautam Buddha Nagar (UP) - 201301

Fax: 0120-2537609 / 012-04783116 / E-mail: igm.noida@spmcil.com

Website: www.spmcil.com



*Not Transferable*

**Security Classification: Non-Security**

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 750 KVA DIESEL GENERATOR AT INDIA GOVT. MINT, NOIDA ON TURNKEY BASIS**

Tender No. IGMN/ CPP/PUR/DG Set /41486/2024

DATED 27.09.2024

**THIS TENDER DOCUMENT CONTAINS 111 PAGES.**

**DETAILS OF CONTACT PERSON IN INDIA GOVERNMENT MINT, NOIDA REGARDING THIS TENDER:**

Pankaj Khurana  
DY. General Manager (TO) &  
Material Head.  
For Chief General Manager  
India Government Mint,  
D-2, Sector -1,  
NOIDA - 201 301 UP  
**Email: igm.noida@spmcil.com**



### ***Disclaimer***

The information contained in this Bid Document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Security Printing and Minting Corporation Limited (hereafter referred as the "Purchaser") or any of its employees or associated agencies, is provided to Bidder(s) on the terms and conditions set out in this Bid Document and such other terms and conditions subject to which such information is provided.

This Bid Document is not an agreement and is neither an offer nor invitation by the Purchaser to the prospective Bidder(s) or any other party hereunder. The purpose of this Bid Document is to provide the Bidder(s) with information to assist them in the formulation of their proposal submission. This Bid document does not purport to contain all the information Bidder(s) may require. This Bid document may not be appropriate for all bidders, and it is not possible for the Purchaser to consider particular needs of each Bidder. Each Bidder should conduct its own investigation and analysis, and should check the accuracy, reliability, and completeness of the information in this document and obtain independent advice from appropriate sources.

Information provided in this Bid Document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Purchaser, its employees and other associated agencies accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

This Bid document and ensuing bids; communications and Contracts would alone determine the legal and commercial relationship between the bidders/ contractors and the Purchaser. No other Government or Purchaser's document/ guidelines/ Manuals including its Procurement Manual (which are for internal and official use of its officers), have any locus standi in such a relationship. These documents/ guidelines/ Manuals therefore should not be cited or referred in any legal or dispute resolution or grievance redressal proceedings.

The Purchaser, its employees and other associated agencies make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Bid Document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Bid Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Bid Document or arising in any way for participation in this Bid Stage.

The Purchaser, its employees and other associated agencies also accept no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder(s) upon the statements contained in this Bid Document.

The Purchaser may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Bid Document.

The issue of this Bid Document does not imply that the Purchaser is bound to select Bidder(s) and the Purchaser reserves the right to reject all or any of the Bidders or Bids or to decide to drop the procurement process at any stage without assigning any reason.

The Bidder(s) shall bear all its costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any submission of samples, demonstrations or presentations which may be required by the Purchaser or any other costs incurred in connection with or relating to their Bids. All such costs and expenses will remain with the Bidder(s) and the Purchaser shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder(s) in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

This disclaimer forms an integral part of the Bid document and shall supplement but not supplant the provision of the Bid Document.



## भारत सरकार टकसाल

### INDIA GOVERNMENT MINT

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Website: www.spmcil.com



## **SECTION -1 NOTICE INVITING TENDER (NIT)**

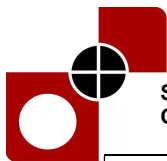
Tender SI. No. IGMN/PPP/PUR/DG Set/41486/2024

Dt. 27.09.2024

1. E-tenders (through CPP Portal <https://etenders.gov.in>) are invited from eligible and qualified bidders for supply of the following:

Schedule No.	Brief Description of Goods/ services	Quantity (with unit)	Earnest Money	Remarks
1	SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 750 KVA DIESEL GENERATOR AT INDIA GOVT. MINT, NOIDA ON TURNKEY BASIS	01 Job. (One)	Rs.2,00,000/- (Rupees Two Lakh only)	Bidders have to submit the Earnest Money Deposit (EMD) (in INR) along with Techno-Commercial Bid as mentioned at serial no. 10 below

Type Of Tender (Two Bid/ PQB/ EOI/ RC/ Development/ Indigenization/ Disposal of Scrap/ Security Item etc.)	National Competitive Bidding in two bid System i.e. (Techno-commercial + Price Bid)
Security Classification	Non-Security
Authority in whose favour all tender related financial instruments (FD, DD, Banker's cheque etc) are to be made	India Government Mint, Noida (A Unit of SPMCIL)
All Financial Instruments to be payable at:	Payable at Noida
Dates and place of issue of tender documents:	<b>From 27.09.2024 at 09:00 A.M. to 28.10.2024 at 03:00 P.M. at</b> <a href="https://igmnoida.spmcil.com">https://igmnoida.spmcil.com</a> <a href="https://etenders.gov.in">https://etenders.gov.in</a>



Closing date and time for receipt of tenders	<b>28.10.2024; 3:00 PM</b>
Submission of Bids	Through CPP Portal ( <a href="https://etenders.gov.in">https://etenders.gov.in</a> )
Time and date of opening of tenders for Technical Bid.  <i>Place, Time, and date of Opening of Technical Bid, Price (Financial) bid would be intimated later on</i>	1) <b>03:30 P.M. on 29.10.2024.</b> 2) For Price Bid: - will be intimated later on only to those whose Techno-Commercial Bid is accepted.
Place of opening of tenders	India Government Mint, D-2, Sector-1, Noida through e-tendering portal i.e. CPP Portal ( <a href="https://etenders.gov.in">https://etenders.gov.in</a> )
Nominated Person/ Designation to Receive Tenders	Through e-tendering portal i.e. ( <a href="https://etenders.gov.in">https://etenders.gov.in</a> )
Officer to be contacted for clarifications / help:	Pankaj Khurana Dy. General Manager (TO) & Material Head

2. Eligibility to participate as per Government of India's Public Procurement (Preference to Make in India) Order 2017 (as amended/ revised) and Ministry of Finance, Department of Expenditure, Public Procurement Division's Orders (Public Procurement 1, 2 and 3) F.No.6/18/2019-PPD dated 23rd/ 24th July 2020 (or any further amendments thereof) regarding eligibility of bidders from neighbouring countries shall apply to this tender.
3. Please note that India Government Mint, Noida reserves its right to grant Purchase preferences in accordance with Government of India's Public Procurement (Preference to Make in India) Order 2017 (as amended/revised) and Public Procurement Policy for Micro and Small Enterprises (MSEs) Amendment Order, 2018 (as amended/revised).
4. Interested tenderers may obtain further information about this requirement from India Government Mint, Noida. They may also visit our website mentioned above for further details.
5. Tenderer may also download the tender documents from the web site mentioned above and upload its tender by utilizing the downloaded document, (Through e-tendering portal i.e. CPP Portal (<https://etenders.gov.in>), bidder must not make any changes to the contents of the documents, except for filling the required information. A certificate to this effect must be submitted by the bidder in the Tender Form (Section X).
6. Tenderers shall ensure that their tenders, duly sealed and signed, complete in all respects as per instructions contained in the Tender Documents, are dropped on or before the closing date and time indicated in the Para 1 above in the tender box located at the address given below, failing which the tenders will be treated as late and rejected. Tenders may also be sent through post at the address as above. However, Purchaser will not be responsible for any postal lapses or delays in receipt of the documents. In case NIT/ SIT provide for uploading of bids to nominated eProcurement portal, bidders must upload their bids along with scanned copies as required enclosures (including proofs of cost of Tender Documents and EMD as applicable - unless an online payment gateway is provided in the instruction) as per instructions given in this regard. Original copies of such scanned uploaded required enclosures must reach in physical form within the date and place as provided in such instructions, (**Refer SIT 2 – EMD**), otherwise their uploaded bid, would be declared as unresponsive.



7. In the event of any of the above-mentioned dates being declared as a holiday/ closed day for the purchase organisation, the tenders will be sold/ received/ opened on the next working day at the appointed time.
8. The tender documents are not transferable.
9. The bidder, their affiliates, or subsidiaries – including subcontractors or suppliers for any part of the contract – should not stand declared ineligible/ blacklisted/ banned/ debarred by any Government Agency anywhere in the world, for participating in its tenders, under that country's laws or official regulations. A declaration to this effect shall be submitted by the bidder in the Tender Form (Section X).
10. EMD amount mentioned in Section VI – List of Requirements shall be furnished in one of the following forms: a) Account Payee Demand Draft or b) Fixed Deposit Receipt or c) Banker's cheque or d) Bank Guarantee; in acceptable form, otherwise the tender will not be accepted in any case. The demand draft, fixed deposit receipt or banker's cheque shall be drawn on any scheduled commercial bank in India, in favour of Account and place of payment specified in the Para 1 above. In case of bank guarantee, the same is to be provided from/confirmed by any scheduled commercial bank in India as per the format specified under Section XIII in these documents.
11. The work is to be executed in IGM , NOIDA protected areas. The agency shall be required to strictly follow security norms and procedure in terms of entry/ exit passes to all the vehicles/ persons/ materials, issue/ reissue/ surrender of labour passes and other rules and regulations that will be brought in force from time to time by IGM, Noida authorities. Photo ID cards for labourers along with their credentials will be required to obtain permission to enter the site. The strict access controls to site may result in loss of man-hours for which no extra payment shall be made.

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Pankaj Khurana  
Dy. General Manager (TO) &  
Material Head  
For Chief General Manager  
India Government Mint,  
D-2, Sector -1, Noida - 201 301, UP



## **SECTION II: GENERAL INSTRUCTIONS TO TENDERER (GIT)**

### **A PREAMBLE**

#### **1. Introduction**

- 1.1 Definitions and abbreviations, which have been used in these documents, shall have the meanings as indicated in GCC.
- 1.2 For sake of convenience, whole of this Standard Bidding Document (including all sections) is written in reference to Procurement of Goods Tenders. However, this SBD would be utilized for all types of Tenders e.g., EOI, PQB, Rate Contract, Tenders involving Samples, Sale/ Disposal of Scrap Material and Development/ Indigenization/ Make-in-India etc. Procurement of Services etc. Therefore, the construction of all clauses are to be interpreted in the context of particular type of tender beyond the letter of the clause, read with the additional clauses for the specific type of tenders in Part II GIT/ GCC.
- 1.3 These tender documents have been issued for the requirements mentioned in Section –VI - “List of Requirements”, which also indicates, inter-alia, the required delivery schedule and terms & place (i.e., destination) of delivery.
- 1.4 This section (Section II - “General Instruction Tenderers” - GIT) provides the relevant information as well as instructions to assist the prospective tenderers in preparation and submission of tenders. It also includes the mode and procedure to be adopted for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract. With this limited objective, GIT is not intended to be complete by itself and the rest of this document - SIT, GCC and SCC in particular may also be thoroughly studied before filling up the Tender Document. There would be certain topics covered in GIT/SIT as well as in GCC/ SCC from different perspectives. In case of any conflict between these, provisions of GCC/ SCC would prevail.
- 1.5 The tenderers shall also read the Special Instructions to Tenderers (SIT) related to this purchase, as contained in Section III of these documents, and follow the same accordingly. Whenever there is a conflict between the GIT and the SIT, the provisions contained in the SIT shall prevail over those in the GIT.
- 1.6 **LOCAL CONDITIONS:** It is imperative that each bidder fully acquaints himself with all the local conditions and factors, which would have any effect on the performance/ completion of the contract in all respects inter alia including the legal, environmental, infrastructure, Logistics, communications, and cost aspects. Bidders would themselves be responsible for compliance with Rules, Regulations, Laws and Acts in force from time to time in India and/ or country of manufacture & supply. On such matters, the Purchaser shall not entertain any request from the bidders.
- 1.7 **Obtaining the Tender Documents:** Interested tenderers may obtain further information about this requirement from the office issuing the documents, mentioned in the NIT. They may also visit website mentioned therein for further details.
  - 1.7.1. Tenderer may also download the tender documents from the web site mentioned in NIT and submit its tender by utilizing the downloaded document, the bidder must not make any changes to the contents of the documents, except for filling the required information. A certificate to this effect must be submitted by the bidder in the Tender Form (Section X).
  - 1.7.2. The tender documents are not transferable.

#### **2. Language of Tender**

The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and SPMCIL, shall be written in the Hindi or English language, unless otherwise specified in the Tender. However, the language of any printed literature furnished by the tenderer in connection with its tender may be written in any other language provided the same is accompanied by Hindi or English translation. For purposes of interpretation of the tender, the English version/ translation shall prevail.



### 3. Eligible Tenderers

- 3.1 Subject to provisions in following paras in this section, this invitation for tenders is open to all suppliers who fulfil the eligibility criteria specified in these documents. Please refer to *Section IX: Qualification/ Eligibility Criteria*. In case of Second Stage (after the Pre-Qualification stage) of two Stage Bidding or in case of Special Limited Tenders this invitation is open only to such bidders who have been shortlisted.
- 3.2 The bidder, their affiliates, or subsidiaries – including subcontractors or suppliers for any part of the contract – should not stand declared ineligible/ blacklisted/ banned/ debarred by any Government Agency anywhere in the world, for participating in its tenders, under that country's laws or official regulations. A declaration to this effect shall be submitted by the bidder in the Tender Form (Section X).
- 3.3 Unless otherwise stipulated in the NIT/ SIT, Joint Ventures/ Consortiums shall not be considered in this Tender.
- 3.4 Under Public Procurement (Preference to Make in India) Order 2017 (as amended/ revised from time to time) any Nodal Ministry for its items may issue directions to exclude bidders from a country from eligibility for its procurement as measure of reciprocity of such action by that country against Indian Suppliers. For this purpose, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.
- 3.5 Ministry of Finance, Department of Expenditure, Public Procurement Division, Orders (Public Procurement 1, 2 and 3) F.No.6/18/2019-PPD dated 23<sup>rd</sup>/ 24<sup>th</sup> July 2020 (or any further amendments thereof) regarding eligibility of bidders from specified countries shall be applicable to this tender. Salient features of this are:
  - I. Any bidder from a country which shares a land border with India (*excluding countries as listed on the website of Ministry of External Affairs, to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects*) will be eligible to bid in this tender only if the bidder is registered with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). The bidders shall enclose following certificate in this regard:

*"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; and solemnly certify that we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). We hereby certify that we fulfil all requirements in this regard and are eligible to be considered."*
  - II. In tenders for Turnkey contracts including Works contracts, the successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is similarly registered with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). In such cases the bidders shall enclose following certificate:

*"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries,; and solemnly certify that we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed) and we will not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered."*
  - III. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical



person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

IV. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -

- (a) An entity incorporated, established, or registered in such a country; or
- (b) A subsidiary of an entity incorporated, established, or registered in such a country; or
- (c) An entity substantially controlled through entities incorporated, established, or registered in such a country; or
- (d) An entity whose beneficial owner is situated in such a country; or
- (e) An Indian (or other) agent of such an entity; or
- (f) A natural person who is a citizen of such a country; or
- (g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

V. The beneficial owner for the purpose of (III) above will be as under:

- (a) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s). Who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
- (b) Explanation-
  1. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company.
  2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

VI. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

3.6 In case Integrity Pact is mandated in the SIT, only those bidders who sign the Integrity Pact, would be eligible to participate in the Tender.

#### **4. Eligible Goods and Services**

All goods and related services to be supplied under the contract shall have their origin in India or other countries, subject to any restriction imposed in this regard in para above and Section III (SIT). The term "origin" used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.

#### **5. Tendering Expense**

The tenderer shall bear all costs and expenditure incurred and/ or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. SPMCIL will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the tendering process.





**B**

## **TENDER DOCUMENTS**

### **6. Content of Tender Documents**

**6.1** The tender documents includes:

1. Section I - Notice Inviting Tender (NIT)
2. Section II - General Instructions to Tenderers (GIT)
3. Section III - Special Instructions to Tenderers (SIT)
4. Section IV - General Conditions of Contract (GCC)
5. Section V - Special Conditions of Contract (SCC)
6. Section VI - List of Requirements
7. Section VII - Technical Specifications
8. Section VIII - Quality Control Requirements
9. Section IX – Qualification/ Eligibility Criteria
10. Section X - Tender Form
11. Section XI - Price Schedule
12. Section XII – Vendor Details
13. Section XIII - Bank Guarantee Form for EMD
14. Section XIV - Manufacturer's Authorization Form
15. Section XV - Bank Guarantee Form for Performance Security
16. Section XVI - Contract Form
17. Section XVII: Letter of Authority for attending a Bid Opening
18. Section XVIII: Proforma of Bills for Payments
19. Section XIX: NEFT Mandate
20. Section XX: Integrity Pact

**6.2** The relevant details of the required goods and services, the terms, conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested tenderers before formulating the tender and submitting the same to SPMCIL, should read and examine all the terms, conditions, instructions etc. contained in the tender documents. Failure to provide and/ or comply with the required information, instructions etc. incorporated in these tender documents may result in rejection of its tender.

### **7. Amendments to Tender Documents**

**7.1** At any time prior to the deadline for submission of tenders, SPMCIL may, for any reason deemed fit by it, modify the tender documents by issuing suitable amendment(s) to it.

**7.2** Such an amendment will be notified on the website and also in writing by registered/ speed post or by fax/ telex/ e-mail, followed by copy of the same by suitable recorded post to all prospective tenderers, which have received the tender documents and will be binding on them.

**7.3** In order to provide reasonable time to the prospective tenderers to take necessary action in preparing their tenders as per the amendment, SPMCIL may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

### **8. Pre-Bid conference**

**8.1** In case Pre-bid conference is specifically stipulated in the NIT or SIT, prospective bidders interested in participating in this tender may attend a pre-bid conference for clarification on technical specifications and commercial conditions of the Tenders, at the venue, date and time specified in NIT/ SIT. Participation in the Pre-bid conference is restricted to prospective bidders who have purchased the Bid Documents. Proof of Purchase of Bid Documents must be submitted at the time of registration for participation or along with written queries or with letter of Authority for attending the pre-bid Conference. Bid documents for sale would also be available at the site.

**8.2** Participation is not mandatory, however, in case a bidder chooses not to participate (or fails to do so) in the pre-bid conference, it would be assumed that they have no issues regarding the Technical/ commercial specifications/ conditions.



- 8.3 The date and time by which the written queries for the Pre-bid must reach the authority is mentioned in the NIT.
- 8.4 The last date for registration for participation in the pre-bid conference is also mentioned in the NIT.
- 8.5 Delegates coming for the pre-bid conference must bring with them a photo identity and also an authorization letter as per format in Section XVII: "Letter of Authority for attending a Pre-Bid Conference/ Bid Opening" from their Company/ principals, else they would not be allowed to participate.
- 8.6 After the pre-bid conference a clarification letter would be issued, containing amendments if required, of various provisions of the Bid-Documents, which shall form part of the Bid-document.

**9. Clarification of Tender Documents**

The provisions in this Bid documents, must be interpreted in the context in which these appear. Any interpretation of these provisions far removed from such context or any other contrived or in between the lines interpretation is not acceptable. A Tenderer requiring any clarification or elucidation on any issue of the tender documents may take up the same with SPMCIL in writing or by fax / e-mail/ telex. SPMCIL will respond in writing to such request provided the same is received by SPMCIL not later than twenty-one days (unless otherwise specified in the SIT) prior to the prescribed date of submission of tender. Copies of the query and clarification shall be sent to all prospective bidders who have received the bidding documents.

**C PREPARATION OF TENDERS**

**10. Documents Comprising the Tender**

10.1 Unless otherwise indicated in NIT/ SIT "**Technical bid**" shall include inter-alia (including any changes in the following as per NIT/ SIT):

- (i) Tender Form/ Covering letter as per format in Section X
- (ii) Section VI - List of Requirements, showing the schedules and quantities quoted by them for which Price Schedule are enclosed in the Financial Bid. No pricing detail shall be disclosed or hinted upon in any manner in the Technical bid.
- (iii) Documentary evidence, as necessary in terms of GIT clauses 3 and 16, establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted. Section IX – Qualification/ Eligibility Criteria shall also be filled up/ compliance commented upon.
- (iv) Documents and relevant details to establish in accordance with GIT clause 4 and 17 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the tender documents along with list of deviations if any (ref clause 17.2 of GIT). Section VII - Technical Specifications and Section VIII - Quality Control Requirements shall also be filled up/ compliance thereof commented upon. The tenderers may also enclose in their technical bids, technical literature, and other documents as and if considered necessary by them.
- (v) Earnest money amount in the currencies (as specified in the Section VI: List of Requirements) furnished in accordance with GIT clause 18.1 alternatively, documentary evidence as per GIT clause 18.2 for claiming exemption from payment of earnest money.
- (vi) Vendor Details as per Section XII.
- (vii) Manufacturer's Authorization Form (ref Section XIV, if applicable)
- (viii) A list of deviations (ref Clause 19.4) from the clauses of this SBD, if any. And
- (ix) If so stipulated in NIT/ SIT, duly signed Integrity Pact as per Section XX.

Note: No price details should be given or hinted in the Technical Bid.

10.2 Unless otherwise indicated in NIT/ SIT "**Financial Bid**" shall include inter-alia (including any changes in the following as per NIT/ SIT):

- i). the Price Schedule (Section XI) and all financially relevant details. Prices shall be quoted duly taking into consideration, the Payment and delivery terms.

Note: No additional Technical details, which have not been brought out in the Technical Bid may be brought out in the Financial Bid.



- 10.3** A tender, that does not fulfil any of the above stipulations and/ or gives evasive information/ reply against any such stipulations, shall be liable to be ignored and rejected.
- 10.4** Tender sent by fax/email/ telex/ cable shall be ignored.
- 11. Tender currencies**
- 11.1** Unless otherwise specified, the tenderer shall quote only in Indian rupees.
- 11.2** Where the NIT/ SIT specifies acceptance of quotations in different currencies, then, for domestic goods, prices shall be quoted in Indian rupees only and for imported goods, prices shall be quoted either in Indian rupees or in the currency stipulated in the SIT, mentioning, inter-alia, the exchange rate adopted for converting foreign currency into Indian Rupees. As regards price(s) for allied services, if any required with the goods, the same shall be quoted in Indian Rupees if such services are to be performed / undertaken in India. Commission for Indian Agent, if any and if payable shall be indicated in the space provided for in the price schedule and quoted in Indian Rupees only.
- 11.3** Tenders, where prices are quoted in any other way shall be treated as unresponsive and rejected.
- 12. Tender Prices**
- 12.1** The Tenderer shall indicate on the Price Schedule provided under Section XI all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. Delivery Schedule and Terms of delivery are also to be quoted in Section XI. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a tenderer, same should be clarified accordingly by the tenderer.
- 12.2** Unless otherwise stipulated in the NIT/ SIT, if there is more than one schedule in the List of Requirements, the tenderer has the option to submit its quotation for any one or more schedules and, also, to offer special discount for combined schedules. However, while quoting for a schedule, the tenderer shall quote for the complete requirement of goods and services as specified in that particular schedule.
- 12.3** The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules attached under Section XI.
- 12.4** While filling up the columns of the price schedule, the following aspects should be noted for compliance:
- 12.5** For goods offered from within India, the prices in the corresponding price schedule shall be entered separately in the following manner:
- The price of the goods, quoted ex-factory, ex-showroom, ex-warehouse or off-the-shelf, as applicable, including all taxes and duties like GST/ CGST/ SGST/ UTGST/ IGST, custom duty, etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc or on the previously imported goods of foreign origin quoted ex-showroom etc.
  - Any GST/ CGST/ SGST/ UTGST/ IGST, which will be payable on the goods in India if the contract is awarded.
  - Charges towards inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and
  - The price of incidental services, as and if mentioned in List of Requirements.
- 12.6 GST/ CGST/ SGST/ UTGST/ IGST:**
- All the bidders/ tenders should ensure that they are GST compliant and their quoted tax structure /rates are as per GST Law.
  - As per the GST Act the bid and contract must show the GST Tax Rates (and GST Cess if applicable) and GST Amount explicitly and separate from the bid/ contract price (exclusive of GST). Bid-price inclusive of taxes/ GST would be a violation of the GST Act. In case any taxes, duties are not clearly specified, or column is left blank in price bid then it will be presumed that no such tax/levy is applicable or payable by SPMCIL. However, the price should be inclusive of any other taxes or levies if any, already paid or payable.



- (c) If a tenderer asks for GST/ CGST/ SGST/ UTGST/ IGST (and GST Cess if applicable) to be paid extra, the rate and nature of such taxes applicable should be shown separately. Such taxes will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to such taxes and is payable as per the terms of the contract. The payment of GST and GST Cess to contractor/supplier would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made there under and after online filing of valid return on GST portal.
- (d) Bidders should quote 'GST' if payable extra on total basic rate of each item, please quote GST in '%' inclusive of cess. GST will be applicable on 'basic rate + Packing & forwarding charges + Freight + Insurance'.
- (e) GST Registration Number (15-digit GSTIN). In case bidder has multiple business verticals in a state and having separate registration for each business vertical, GSTIN of each vertical concerned with the supply and service involved, as per the scope of NIT to be informed to SPMCIL. If supply / service provided is from multiple states, then bidder should mention GST Registration Number for each state separately.
- (f) If bidder is not liable to take GST registration, i.e., having turnover below threshold, bidders need to submit undertaking / indemnification against tax liability. The bidder/dealer shall not charge any GST and/or GST Compensation Cess on the bill/invoice. In such case, applicable GST will be deposited by CCL directly to concerned authorities. Further the bidder should notify and submit to SPMCIL within 15 days from the date of becoming liable to registration under GST.
- (g) Those bidders who have opted for Composition scheme under GST, they have to submit a declaration to indicating their GST registration no.
- (h) HSN (Harmonized System of Nomenclature) code for the goods being supplied by the vendor for each item covered under this NIT has to be declared in the Technical bid. Services Accounting Code (SAC) for classification of services under GST for each item covered under this NIT has to be declared in the Technical bid
- (i) All necessary adjustment vouchers such as Credit Notes / Debit Notes for any short/excess supplies or revision in prices or for any other reason under the Contract shall be submitted to SPMCIL Ltd., as per GST provisions.
- (j) In the event of default on his part in payment of tax and submission / uploading of monthly returns, SPMCIL is well within its powers to withhold payments, especially the tax portion, until Vendor/Supplier/Contractor corrects the default and / or complies with the requirements of GST and produces satisfactory evidence to that effect or upon GST appearing on the Company GST portal.
- (k) Vendor/Supplier/Contractor should issue Receipt vouchers immediately on receipt of advance payment and subsequently issue supplies along tax invoice after adjusting advance payments as per Contractual terms and GST Provisions.
- (l) In case the GST rating of vendor on the GST portal / Govt. official website is negative / blacklisted, then the bids may be rejected by SPMCIL. Further, in case rating of bidder is negative / blacklisted after award of work for supply of goods / services, then SPMCIL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by SPMCIL.
- (m) Any late delivery i.e., delivery after the due date attracts payment of damages by the vendor / contractor as agreed mutually. It is agreed by the Contractor that such damages become recoverable by SPMCIL with applicable GST thereon.
- (n) Any reference in the NIT to CENVAT / VAT / Service Tax/ Excise Duty and the clauses relating thereto may please be ignored.

#### **12.7 Duties/ Taxes on Raw Materials**

SPMCIL is not liable for any claim from the supplier on account of fresh imposition and/or increase (including statutory increase) of GST/ CGST/ SGST/ UTGST/ IGST, custom duty etc. on raw materials



and/or components used directly in the manufacture of the contracted goods taking place during the pendency of the contract, unless such liability is specifically agreed to in terms of the contract.

**12.8** For goods offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner:

- a) The price of goods quoted FAS / FOB port of shipment, CIF port of entry in India or CIF specified place of destination in India as indicated in the List of Requirements.
- b) Wherever applicable, the amount of custom duty and import duty on the goods to be imported.
- c) The charges for inland transportation, insurance, and other local costs incidental to delivery of the goods from the port of entry in India to their final destination, as specified in the List of Requirements. and
- d) The charges for incidental services, as and if mentioned in the List of Requirements.

**12.9 Imported Stores not liable to Above-mentioned Taxes and Duties:**

Above mentioned GST/ CGST/ SGST/ UTGST/ IGST are not leviable on imported Goods and hence would not be reimbursed.

**12.10 Customs Duty:**

In respect of imported stores offered from abroad, the tenderer shall specify the rate as well as the total amount of customs duty payable. The tenderer shall also indicate the corresponding Indian Customs Tariff Number applicable for the goods in question.

**12.10.1.** For transportation of imported goods offered from abroad, relevant instructions as incorporated under GCC Clause 11 shall be followed.

**12.10.2.** For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 12 shall be followed.

**12.10.3.** Unless otherwise specifically indicated in this tender document, the terms FOB, FAS, CIF etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris

**12.10.4.** The need for indication of all such price components by the tenderers, as required in this clause (viz., GIT clause 12) is for the purpose of comparison of the tenders by SPMCIL and will no way restrict SPMCIL's right to award the contract on the selected tenderer on any of the terms offered.

**13. Conflict of Interest among Bidders/ Agents**

**13.1.** A bidder shall not have conflict of interest with other bidders. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- (i) they have controlling partner (s) in common; or
- (ii) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- (iii) they have the same legal representative/agent for purposes of this bid; or
- (iv) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- (v) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid: or
- (vi) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid.

**13.2.** Therefore, one agent cannot represent two suppliers or quote on their behalf in a particular tender enquiry. Such quote has to be rejected. One manufacturer can also authorize only one agent/dealer. There can be only one bid from

- (i) The principal manufacturer directly or through one Indian agent on his behalf or



- (ii) The foreign principal or any of its branch/ division or
  - (iii) One Indian/ Foreign Agent on behalf of only one Principal.
- 13.3.** For same reasons, in case of a holding company having more than one independently manufacturing units or more than one unit having common business ownership / management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare in their bids such sister/ common business/ management units in same/ similar line of business.
- 13.4. Use of Agents by Foreign OEM/ Principals:** Wherever the foreign OEM/ principal desires to avail the services of an Indian Agent, the dealings with Indian Agents are to be regulated as follows:
- (a) Such Agents shall provide self-attested documentary evidence about their identity (PAN, Aadhar Card, GSTIN registration, proof of address etc), business details (ownership pattern and documents, type of firm, year of establishment, sister concerns etc) to establish that they are a bonafide business as per Indian Laws.
  - (b) Agency agreement between the foreign OEM/ principal and the Indian Agent (including their associates), should be submitted to SPMCIL which should cover - the precise relationship, services to be rendered, mutual interests in business - generally and/ or specifically for the tender. Any payment, which the agent or associate receives in India or abroad from the OEM, whether as commission or as a general retainer fee should be brought on record in the Agreement and be made explicit.
  - (c) Failure to furnish correct and detailed information as called for in sub-para above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination. Besides this there would be a penalty of banning business dealings with SPMCIL or damage or recovery of EMD/ LD/ PBG.
  - (d) Tenderers of Indian Nationality bidding in association or on behalf of foreign principals, shall furnish the following details in their offers:
- 13.5.** The Bidder(s)/ Contractor(s) of Indian Nationality shall furnish
- (a) The name and address of the foreign principals, if any, indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/ representatives.
  - (b) The amount of commission/ remuneration included in the price (s) quoted by the Tenderer for himself.
  - (c) Confirmation of the foreign principals of the Tenderer that the commission/ remuneration, if any, reserved for the Tenderer in the quoted price(s), may be paid by SPMCIL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.
- 14. Firm Price / Variable Price**
- 14.1** Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account.
- 14.2** In case the tender documents require offers on variable price basis, the price quoted by the tenderers will be subject to adjustment during original Delivery Period to take care of the changes in the cost of labour and material components in accordance with the price variation formula to be specified in the SIT. If a tenderer submits firm price quotation against the requirement of variable price quotation, that tender will be prima-facie acceptable and considered further, taking price variation asked for by the tenderer as zero.
- 14.3** However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in GIT clause 12 will apply for both firm price tender and variable price tender.
- 14.4 Exchange Rate Variation:** Subject to provisions of Clause 11 above, where prices are quoted in foreign currencies and the deliveries exceed 12 months, involving substantial imports content (> 35%) - Foreign Exchange Rate Variation (ERV) would be borne by the Purchaser within the



- original Delivery Period. The offer of the Tenderer should indicate import content and the currency used for calculating import content.
- 14.5** Base Exchange rate of each major currency used for calculating FE content of the contract should be indicated. The base date of ERV would be contract date and variation on the base date can be given up to the midpoint manufacture, unless firm has already indicated the time schedule within which material will be imported by the firm.
- 14.6** In case delivery period is refixed/ extended, ERV will not be admissible, if this is due to default of the supplier.
- 14.7 Documents for claiming ERV:**
- i. A bill of ERV claim enclosing working sheet
  - ii. Banker's Certificate/debit advice detailing F.E. paid and exchange rate
  - iii. Copies of import order placed on supplier
  - iv. Invoice of supplier for the relevant import order
- 15. Alternative Tenders/ Offers**  
Unless otherwise specified in the Schedule of Requirements, alternative tenders/ offers shall not be considered.
- 16. Documents Establishing Tenderer's Eligibility and Qualifications**
- 16.1** Pursuant to GIT clause 3 and 10, the tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.
- 16.2** The documentary evidence needed to establish the tenderer's qualifications shall fulfil the following requirements:
- a) In case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorized by the goods manufacturer to quote for and supply the goods to SPMCIL. The tenderer shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XIV in this document.
  - b) The tenderer has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section IX in these documents.
  - c) in case the tenderer is not doing business in India, how will he carry out the required contractual functions and duties of the supplier including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast-moving components and other obligations, if any, specified in the conditions of contract and/ or technical specifications.
- 17. Documents establishing Good's Conformity to Tender document**
- 17.1** Country of Origin, Manufacture and Supply: Bidder must declare the country of origin, manufacture, value addition and supply of the goods offered by them. He must confirm that these do not violate provisions of Clause 3 of GIT.
- 17.2** The tenderer shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by SPMCIL in the tender documents. For this purpose, the tenderer shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by SPMCIL in the tender documents to establish technical responsiveness of the goods and services offered in its tender.
- 17.3** In case there is any variation and/ or deviation between the goods & services prescribed by SPMCIL and that offered by the tenderer, the tenderer shall list out the same in a chart form without ambiguity along with justification and provide the same along with its tender.
- 17.4** If a tenderer furnishes wrong and/ or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to SPMCIL in this regard.



**18. Earnest Money Deposit (EMD)**

- 18.1** Pursuant to GIT clause 10.1(e) the tenderer shall furnish along with its tender, earnest money for amount as shown in the List of Requirements. The earnest money is required to protect SPMCIL against the risk of the tenderer's unwarranted conduct as amplified under sub-clause 23.2 below.
- 18.2** The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with Udyam Registration as Micro & Small Enterprises (MSEs), National Small Industries Corporation (NSIC) or with SPMCIL are exempted from payment of earnest money. In case the tenderer falls in these categories, it should furnish certified copy of its valid registration details (with Udyam Registration, NSIC or SPMCIL as the case may be).
- 18.3** The earnest money shall be denominated in Indian Rupees.
- 18.4** The earnest money shall be furnished in one of the following forms:
- a) Account Payee Demand Draft or
  - b) Fixed Deposit Receipt or
  - c) Banker's cheque or
  - d) Bank Guarantee

The demand draft, fixed deposit receipt or banker's cheque shall be drawn on any scheduled commercial bank in India, in favour of Account specified in the Clause 1 of NIT. In case of bank guarantee, the same is to be provided from/confirmed by any scheduled commercial bank in India as per the format specified under Section XIII in these documents.

- 18.5** Unless otherwise specified in SIT, the earnest money shall be valid for a period of forty-five days beyond the validity period of the tender.
- 18.6** Unsuccessful tenderers' earnest monies will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.
- 18.7** Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender. The successful tenderer's earnest money will be forfeited if it fails to furnish the required performance security within the specified period.

**19. Tender Validity**

- 19.1** If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 90 days (Ninety days) in case of single bid tender system and 120 days in case of two-bid system after the date of tender opening prescribed in the tender document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- 19.2** In exceptional cases, the tenderers may be requested by SPMCIL to extend the validity of their tenders upto a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/email/ telex/ cable followed by surface mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly.
- 19.3** In case the day upto which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for SPMCIL, the tender validity shall automatically be extended upto the next working day.
- 19.4** **Compliance with the Clauses of this Tender Document:** Tenderer must comply with all the clauses of this Tender Document. In case there are any deviations, these should be listed in a chart form without any ambiguity along with justification.

**20. Signing and Sealing of Tender**

- 20.1** An authenticated copy of the document which authorizes the signatory to commit on behalf of the firm shall accompany the offer. The individual signing the tender, or any other documents connected therewith should clearly indicate his full name and designation and also specify whether he is signing,
- (a) As Sole Proprietor of the concern or as attorney of the Sole Proprietor.
  - (b) As Partner (s) of the firm.





(c) as Director, Manager or Secretary in case the of Limited Company duly authorized by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.

- 20.2** The authorized signatory of the tenderer must sign the tender at appropriate places and initial the remaining pages of the tender.
- 20.3** The tenderers shall submit their tenders as per the instructions contained in GIT Clause 10.
- 20.4** Unless otherwise mentioned in the SIT, a tenderer shall submit two copies of its tender marking them as "Original" and "Duplicate".
- 20.5** The original and other copies of the tender shall either be typed or written in indelible ink and the same shall be signed by the tenderer or by a person(s) who has been duly authorized to bind the tenderer to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.
- 20.6** All the copies of the tender shall be duly signed at the appropriate places as indicated in the tender documents and all other pages of the tender including printed literature, if any shall be initialled by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.
- 20.7** The tenderer is to seal the original and each copy of the tender in separate envelopes, duly marking the same as "Original", "Duplicate" and so on and writing the address of SPMCIL and the tender reference number on the envelopes. The sentence "NOT TO BE OPENED" before ..... (The tenderer is to put the date & time of tender opening) are to be written on these envelopes. The inner envelopes are then to be put in a bigger outer envelope, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, SPMCIL will not assume any responsibility for its misplacement, premature opening, late opening etc.
- 20.8** **Two-Bid (envelop/ packet) System:** If so indicated in the NIT/ SIT, tender document will seek quotation in two parts (Two Bid System) for purchasing capital equipment, high value plant, machinery etc. of complex and technical nature. First part would be containing the relevant technical details of the equipment / machinery etc., and the second part would be containing, price quotation along with other allied issues. First part will be known as 'Technical Bid', and the second part 'Financial bid'. Tenderer shall seal separately 'Technical Bid' and 'Financial bid', and covers will be suitably super scribed. Both these sealed covers shall be put in a bigger cover and sealed, and evaluation would be done as described in clause 24.4 below. Further details would be given in SIT, if considered necessary. Pricing details should not be mentioned or hinted at in any manner in the "Technical Bid". In Financial bid, there should not be any extra information connected with Technical suitability of the offer – which has not been already disclosed in the Technical Bid.
- 20.9** If permitted in the SIT, the tenderer may submit its tender through e-tendering procedure.

## **D SUBMISSION OF TENDERS**

### **21. Submission of Tenders**

- 21.1** Tenderers shall ensure that their tenders, duly sealed and signed, complete in all respects as per instructions contained in the Tender Documents, are dropped in the tender box located at the place as indicated in para 1 of NIT on or before the closing date and time indicated therein, failing which the tenders will be treated as late and rejected. Tenders may also be sent through post at the address as above. However, Purchaser will not be responsible for any postal lapses or delays in receipt of the documents. In case of bulky tender, which cannot be put into tender box, the same shall be submitted by the tenderer by hand to the designated officers of SPMCIL, as indicated in clause 1 of NIT. The officer receiving the tender will give the tenderer an official receipt duly signed with date and time.
- 21.2** The tenderers must ensure that they deposit their tenders not later than the closing time and date specified for submission of tenders. In the event of the specified date for submission of tender



falls on / is subsequently declared a holiday or closed day for SPMCIL, the tenders will be received upto the appointed time on the next working day.

**22. Late Tender**

A tender, which is received after the specified date and time for receipt of tenders will be treated as "late" tender and will be ignored.

**23. Alteration and Withdrawal of Tender**

**23.1** The tenderer, after submitting its tender, is permitted to alter / modify its tender so long as such alterations / modifications are received duly signed, sealed, and marked like the original tender, within the deadline for submission of tenders. Alterations / modifications to tenders received after the prescribed deadline will not be considered.

**23.2** No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a tenderer withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the tenderer in its tender besides other sanctions by SPMCIL.

**E TENDER OPENING**

**24. Opening of Tenders**

**24.1** SPMCIL will open the tenders at the specified date and time and at the specified place as indicated in clause 1 of NIT. In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for SPMCIL, the tenders will be opened at the appointed time and place on the next working day.

**24.2** Authorized representatives of the tenderers, who have submitted tenders on time may attend the tender opening, provided they bring with them letters of authority as per the format in SBD XVII from the corresponding tenderers. The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives' names & signatures and corresponding tenderers' names and addresses.

**24.3** During the tender opening, the tender opening official(s) will read the salient features of the tenders like description of the goods offered, price, special discount if any, delivery period, whether earnest money furnished or not and any other special features of the tenders, as deemed fit by the tender opening official(s).

**24.4** In the case of two bid system mentioned in clause 20.8 above, the technical bids are to be opened in the first instance, at the prescribed time and date. These bids shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the tender document. Thereafter, in the second stage, the financial bids of only the technically acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation. Other financial bids would be returned unopened to the respective bidders under Registered AD/ Reliable Courier or any other mode with proof of delivery.

**F SCRUTINY AND EVALUATION OF TENDERS**

**25. Basic Principle**

Tenders will be evaluated on the basis of the terms & conditions already incorporated in the tender document, based on which tenders have been received and the terms, conditions etc. mentioned by the tenderers in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.

**26. Preliminary Scrutiny of Tenders**

**26.1** The tenders will first be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the tender document. The tenders, that do not meet the basic requirements, are liable to be treated as unresponsive and ignored.

**26.2** The following are some of the important aspects, for which a tender may be declared unresponsive and ignored.

- a) The tender is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document.
- b) Required EMD has not been provided.



- c) The bidder is not eligible to participate in the bid as per laid down eligibility criteria (example: the tender enquiry condition says that the bidder has to be a registered MSE unit, but the tenderer is a, say, a large-scale unit);
- d) The Tenderer has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer.
- e) The tender validity is shorter than the required period.
- f) The bid departs from the essential requirements specified in the bidding document (Example: Some such important essential conditions are – performance security, terms of payment, liquidated damage clause, warranty clause, dispute resolution mechanism, applicable law and any other important condition having significant bearing on the cost/ utility/ performance of the required goods, etc);
- g) Against a schedule in the List of Requirement (incorporated in the tender enquiry), the Tenderer has not quoted for the entire requirement as specified in that schedule. (Example: In a schedule, it has been stipulated that the Tenderer will supply the equipment, install, and commission it and also train SPMCIL's operators for operating the equipment. The Tenderer has however, quoted only for supply of the equipment).

**27. Minor Infirmary/ Irregularity/ Non-Conformity**

If during the preliminary examination, SPMCIL find any minor infirmity and/ or irregularity and/ or non-conformity in a tender, SPMCIL may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the tenderers. Wherever necessary, SPMCIL will convey its observation on such 'minor' issues to the tenderer by registered/ speed post etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

**28. Discrepancy in Prices**

**28.1** If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless SPMCIL feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.

**28.2** If there is an error in a total price, which has been worked out through addition and/ or subtraction of subtotals, the subtotals shall prevail and the total corrected; and

**28.3** If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 28.1 and 28.2 above.

**28.4** If, as per the judgment of SPMCIL, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation of SPMCIL, the tender is liable to be ignored.

**29. Discrepancy between original and copies of Tender**

In case any discrepancy is observed between the text etc. of the original copy and that in the other copies of the same tender set, the text etc. of the original copy shall prevail. Here also, SPMCIL will convey its observation suitably to the tenderer by register / speed post and, if the tenderer does not accept SPMCIL's observation, that tender will be liable to be ignored.

**30. Clarification of Bids**

During evaluation and comparison of bids, purchaser may, at its discretion ask the bidder for clarification of its bid. The clarification should be received within 7 days from the bidder from date of receipt of such request. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered, or permitted. No post bid clarification at the initiative of the bidder shall be entertained.

**31. Qualification/ Eligibility Criteria**

Tenders of the tenderers, who do not meet the required qualification/ eligibility criteria prescribed in Section IX will be treated as unresponsive and will not be considered further.



- 32. Conversion of tender currencies to Indian Rupees**  
In case the tender document permits the tenderers to quote their prices in different currencies, all such quoted prices of the responsive tenderers will be converted to a single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as per the B.C. selling exchange rates established by the State Bank of India for similar transactions, as on the date of (technical bid) tender opening.
- 33. Schedule-wise Evaluation**  
Unless otherwise stipulated in the NIT/ SIT in case the List of Requirements contains more than one schedule, the responsive tenders will be evaluated and compared separately for each schedule. The tender for a schedule will not be considered if the complete requirements prescribed in that schedule are not included in the tender. However, as already mentioned in GIT sub clause 12.2, tenderers have the option to quote for any one or more schedules and offer discounts for combined schedules. Such discounts, wherever applicable, will be considered to determine the tender or combination of tenders offering the lowest evaluated cost for SPMCIL in deciding the successful tenderer for each schedule, subject to that tenderer(s) being responsive.
- 34. Comparison on CIF Destination Basis**  
Unless mentioned otherwise in Section-III – Special Instructions to Tenderers and Section-VI – List of Requirements, the comparison of the responsive tenders shall be on CIF destination basis, duly delivered, commissioned, etc. as the case may be.
- 35. Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders**
- 35.1** Further to GIT Clause 33 above, SPMCIL's evaluation of a tender will include and consider the following:
- a) in the case of goods manufactured in India or goods of foreign origin already located in India, GST/ CGST/ SGST/ UTGST/ IGST & other similar duties, which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and
  - b) In the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/ taxes, which will be contractually payable (to the tenderer) on the goods if the contract is awarded on the tenderer.
- 35.2** SPMCIL's evaluation of tender will also consider the additional factors, if any, incorporated in SIT in the manner and to the extent indicated therein.
- 35.3 Benefits/ Preferential Treatment to Micro & Small Enterprises (MSEs) and Star-up Enterprises:** As per policies of the Government from time to time, the purchaser reserves its option to give price preference to Micro and Small-Scale Industries in comparison to the large-scale Industries:
- (a)
    - (i) Tender sets shall be provided free of cost to MSEs registered with agencies, as given at Para (b) below, for the item tendered.
    - (ii) MSEs registered with the agencies, as given at Para (b) below, for the item tendered will be exempted from payment of Earnest Money.
    - (iii) If a MSE bidder quotes a price within the band of the lowest (L1) +15 per cent in a situation where the L1 price is quoted by someone other than an MSE, the MSE bidders are eligible for being awarded 25 per cent of the total tendered value if they agree to match the L1 price. In case of more than one such eligible MSE, the 25 per cent quantity is to be distributed proportionately among these bidders. Within this, a purchase preference of 4 per cent is reserved for MSEs owned by Scheduled Caste (SC)/ Scheduled Tribe (ST) entrepreneurs and 3 per cent is reserved for procurement from MSEs owned by women (if they participate in the tender process and match the L1 price). Provided that, in event of failure of such SC/ ST or Women MSE to participate in tender process or meet tender requirements and L1 price, 4 per cent sub-target shall be met from other MSE.



- (b) (I) MSEs, who are interested in availing themselves of these benefits, will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME indicated below: -
- (i) District Industries Centres
  - (ii) Khadi and Village Industries Commission
  - (iii) Khadi and Village Industries Board
  - (iv) Coir Board
  - (v) National Small Industries Corporation
  - (vi) Directorate of Handicraft and Handloom
  - (vii) Udyog Aadhar Memorandum of Ministry of MSME
  - (viii) Any other body specified by Ministry of MSME
- (II) MSEs would be treated as owned by SC/ ST or women entrepreneurs:
- (a) In case of proprietary MSE, proprietor(s) shall be SC / ST or women
  - (b) In case of partnership MSE, the SC/ ST or women partners shall be holding at least 51% shares in the unit
  - (c) In case of Private Limited Companies, at least 51% share shall be held by SC/ ST or women promoters.
- (II) The MSEs must also indicate the terminal validity date of their registration.
- Failing (b) (I), (II) & (III) above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.2012 and its further amendments.

**35.4 Support to Start-up Enterprises**

- 35.5** The condition of prior turnover and prior experience may be relaxed for Start-ups (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality & technical specifications and making suitable provisions in the bidding document. The quality and technical parameters are not to be diluted. As defined by Department of Policy & Promotion (DIPP) an entity shall be considered as a 'start-up'-
- (a) Up to five years from the date of its incorporation/ registration,
  - (b) If its turnover for any of the financial years has not exceeded Rs 25 (Rupees twenty-five) crore
  - (c) It is working towards innovation, development, deployment or commercialisation of new products, processes or services driven by technology or intellectual property.
  - (d) Provided further that in order to obtain benefits a start-up so identified under the above definition shall be required to obtain and submit along with the tender, a certificate of an eligible business from the inter-Ministerial Board of Certification.

**35.6 Preference to Make in India Products**

1. Department for Promotion of Industry and Internal Trade, (DPIIT - Public Procurement Section) has issued order No. P-45021/2/2017-PP (BE-II) dated 04th June 2020, revising its "Public Procurement (Preference to Make in India) Order 2017" (PPI-MII) to encourage 'Make in India' and promote manufacturing and production of goods and services in India. Local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them.

**2. Categories of Local Suppliers:**

Bidders/ Supplier are divided into three categories based on Local Content (local value addition as a %age of total value):

'Class-I local supplier' with local content equal to or more than 50%

'Class-II local supplier' with local content more than 20% but less than 50%

'Non - Local supplier' with local content less than or equal to 20%

**3. Nodal Ministry/ Department:**

- a) Nodal Ministry/ Department for various products have been prescribed on DPIIT website. The products where there is sufficient local capacity and local competition and prescribe or vary minimum local content (only above which benefits of PPI-MII order are applicable for a



procurement). It may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement/ transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phased increase in local content. Guidelines by respective Nodal Ministry/ Department for different products can be seen from website of DPIIT.

b) Nodal Ministry for its items may issue directions to exclude bidders from a country from eligibility for its procurement as measure of reciprocity of such action by that country against Indian Suppliers. For this purpose, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.

#### **4. Eligibility to participate and Purchase preference to Class-I local suppliers in Tenders of all goods, services or works:**

(a) Only 'Class-I local supplier' shall be eligible to bid irrespective of purchase value - where there is sufficient local capacity and local competition Hence in such cases there is no question of price preference.

(b) Only 'Class-I local supplier' and 'Class-II local supplier' shall be eligible (and 'Non-local suppliers are NOT eligible) to bid in other procurement of less than Rs. 200 Crore (where Global Tender would not be normally allowed). All three categories of suppliers are eligible to bid in global tender enquiries. In such procurements Class-I local suppliers (provided they fulfil the minimum local content specified in the tender for the item) would be given preference over other categories of suppliers (who are not entitled to any purchase preference) as per following procedure:

(1) For goods and works where the requirements are divisible by nature:

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.

ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(2) For goods and works where the requirements are not divisible in nature, and in procurement of services where the bid is evaluated on price alone:

i. Among all qualified bids, the lowest bid will be termed as L1. If L 1 is 'Class-I local supplier', the contract will be awarded to L1.

ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.



(c) The margin of purchase preference shall be 20%, unless otherwise stipulated by the Nodal Ministry/ Department. Minimum local content is 50%, unless otherwise specified by the Nodal Ministry/ Department. The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders and shall not be varied during procurement.

**5. Verification of local content and violations:**

a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

b. In cases of procurement for a value in excess of Rs 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

c. Complaints about Local content declarations may be made through the channels of SPMCIL. SPMCIL and Nodal Ministries may prescribe fees for such complaints.

d. For False declarations a bidder or its successors can be debarred for up to two years by following debarment procedures along with such other actions as may be permissible under law.

**35.7 Price Variation:** If the tenders have been invited on variable price basis, the tenders will be evaluated, compared, and ranked on the basis of the position as prevailing on the day of (technical bid) tender opening and not on the basis of any future date.

**36. Tenderer's capability to perform the contract**

**36.1** SPMCIL, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified, and capable in all respects to perform the contract satisfactorily. If, there is more than one schedule in the List of Requirements, then, unless otherwise stipulated in the NIT/ SIT, such determination will be made separately for each schedule.

**36.2** The above-mentioned determination will, inter-alia, consider the tenderer's financial, technical and production capabilities for satisfying all the requirements of SPMCIL as incorporated in the tender document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the tenderer in its tender as well as such other allied information as deemed appropriate by SPMCIL.

**37. Cartel Formation/ Pool Rates**

Cartel formation or quotation of Pool/ Co-ordinated rates, leading to "Appreciable Adverse Effect on Competition" (AAEC) as identified in Competition Act, 2002, as amended by Competition (Amendment) Act, 2007, would be considered as a serious misdemeanour and would be dealt accordingly as per Clause 44 below.

**38. Negotiations**

Normally there would be no price negotiations. But SPMCIL reserves its right to negotiate with the lowest acceptable bidder (L1), who is technically cleared/approved for supply of bulk quantity and on whom the contract would have been placed but for the decision to negotiate, under the following exceptional circumstances:

- a. Where the procurement is done on proprietary basis
- b. Items to be procured are supplied by only limited sources of supply
- c. Items where there is suspicion of cartel formation.



**39. Contacting SPMCIL**

- 39.1.** From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact SPMCIL for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.
- 39.2.** It will be treated as a serious misdemeanour in case a tenderer attempts to influence SPMCIL's decision on scrutiny, comparison, evaluation, and award of the contracts. In such a case the tender of the tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by SPMCIL, in terms of clause 44 of GIT.

**G AWARD OF CONTRACT**

**40. SPMCIL's Right to Accept any Tender and to Reject any or All Tenders**

SPMCIL reserves the right to accept in part or in full any tender or reject any tender without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers.

**41. Award Criteria**

Subject to GIT clause 36 above, the contract will be awarded to the lowest evaluated responsive tenderer decided by SPMCIL in terms of GIT Clause 34.

**42. Variation of Quantities at the Time of Award**

No variation of quantities at the time of awarding the contract.

**43. Parallel Contracts**

SPMCIL reserves its right to conclude Parallel contracts, with more than one bidder (for the same tender) in following circumstances:

- (i) After due processing, if it is discovered that the quantity to be ordered is far more than what L-1 alone is capable of supplying and there was no prior stipulation in the NIT/ SIT to split the quantities, then the purchaser reserves its rights to distribute the quantity being finally ordered, among the other bidders by counter offering the L1 rate to L2 or higher tenderers.
- (ii) When it is decided in advance to have more than one source of supply due to the critical/ strategic/ specific nature of the supplies/ goods parallel contract stipulation would be declared in the NIT/ SIT, clearly stating the manner of deciding relative share of lowest bidder (L1) contractor and the rest of the tenderers should be clearly defined, along with the minimum number of suppliers sought for the contract. Unless otherwise stipulated in the NIT/ SIT, in case of splitting in two and three, the ratio of 70:30; 50:30:20, respectively, may be used. These ratios are approximate and SPMCIL reserves its right to marginally vary quantities to suit capacity of the firm/ unit loads of packing or transportation. In such cases the firms should not quote for less than 25% of the tendered quantity; otherwise, their offer would be considered as unresponsive.

**44. Serious Misdemeanours and Integrity Pact**

**44.1. Serious Misdemeanour:** Following would be considered serious misdemeanours:

- i. Other than in situations of force majeure, after opening of financial bids, the supplier withdraws from the procurement process or after being declared as successful bidder: (i) withdraws from the process; (ii) fails to enter into a procurement contract; or (iii) fails to provide performance security or any other document or security required in terms of the bidding documents.
- ii. If the proprietor of the firm, its employee, partner, or representative is convicted of any offence by a court under the Prevention of Corruption Act, 1988 or under the Indian Penal Code or any other law for the time being in force for offences involving moral turpitude in business dealings.
- iii. If a firm directly or through an agent violates the code of ethics mentioned in Clause 32 of the GCC violates Integrity Pact mentioned in clause 43.3 below, in procurement or execution of the contract.
- iv. Violate the safety or statutory norms that result in industrial accidents leading to loss or injury to life or property or to any other legal liability to The Procuring Entity.





- v. Employs a government servant, who has been dismissed or removed on account of corruption or employs a non-official convicted for an offence involving corruption or abetment of such an offence, in a position where he could corrupt government servants or employs a government officer within two years of his retirement, who has had business dealings with him in an official capacity before retirement; or
  - vi. On account of doubtful loyalty to the country or national security consideration as determined by appropriate agencies of Gol (normally such banning/ blacklisting would be initiated by the central government/ ministry).
  - vii. Doubtful loyalty to the country or national security consideration as determined by appropriate agencies of Gol
- 44.2.** Besides, suitable administrative actions, like rejecting the offers, Holiday Listing or delisting of registered firms, SPMCIL would take other remedies available to it including banning/ blacklisting Tenderers committing such misdemeanour, including declaring them ineligible to be awarded SPMCIL contracts for indefinite or for a stated period.
- 44.3. Integrity Pact:**
- 44.3.1. Signing of the Integrity Pact:** If so stipulated in the NIT/ SIT, purchaser shall be entering into an Integrity Pact with the bidders as per format enclosed vide Section XX: Integrity Pact, of this tender document. Each page of this Integrity pact proforma would be duly signed by Purchaser's competent signatory. All pages of the Integrity Pact are to be returned by the bidder (along with the technical bid) duly signed by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid and to make binding commitments on behalf of his company. Any bid not accompanied by Integrity Pact duly signed by the bidder shall be considered to be a non-responsive bid and shall be rejected straightway. Names and contact details of the Independent Monitor(s) for this Tender are listed in Para 1 of Notice Inviting Tender (NIT).
- 44.3.2.** Extended Validity and provisions of its forfeiture: In modification of clause 18.5 and 18.6 earlier, in view of Integrity Pact, the Earnest Money Deposit shall be valid for six months beyond the date of validity of the offer, after which the EMD of the unsuccessful bidders would be returned. In addition, the EMD shall also be liable to be forfeited If the Bidder or anyone employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) breaches any of the provisions of the Integrity Pact.
- 44.3.3. Additional Serious Misdemeanour:** As supplement to clause 44.1 above, breaches of any of the provisions of the Integrity Pact by the Bidder or anyone employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) shall be one of the misdemeanours attracting consequences and penalties as mentioned in clause 44.2 above.
- 45. Notification of Award of Contract**
- 45.1** Before expiry of the tender validity period, SPMCIL will notify the successful tenderer(s) in writing, by registered / speed post or by fax/email / telex/ cable (to be confirmed by registered / speed post) that its tender for goods & services, which have been selected by SPMCIL, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful tenderer must furnish to SPMCIL the required performance security within twenty-one days from the date of this notification. Relevant details about the performance security have been provided under GCC Clause 6 under Section IV.
- 45.2** The notification of award shall constitute the conclusion of the contract.
- 46. Issue of Contract**
- 46.1** Within seven working days of receipt of performance security, SPMCIL will send the contract form (as per Section XVI) duly completed and signed, in duplicate, to the successful tenderer by registered / speed post.
- 46.2** Within seven days from the date of issue of the contract, the successful tenderer will return the original copy of the contract, duly signed, and dated, to SPMCIL by registered / speed post.



- 47. Non-receipt of Performance Security and Contract by SPMCIL**  
Failure of the successful tenderer in providing performance security within 21 days of receipt of notification of award and / or returning contract copy duly signed in terms of GIT clauses 45 and 46 above shall make the tenderer liable for forfeiture of its EMD and, also, for further sanctions by SPMCIL against it.
- 48. Return of EMD**  
The earnest money of the successful tenderer and the unsuccessful tenderers will be returned to them without any interest, whatsoever, in terms of GIT Clause 18.6.
- 49. Publication of Tender Result**  
The name and address of the successful tenderer(s) receiving the contract(s) will be mentioned in the notice board/ bulletin/ web site of SPMCIL.



## Part II: Additional General Instructions Applicable to Specific Types of Tenders:

In addition to GIT in Part I above, following GIT will be applicable following types of Tenders:

### 50. Rate Contract Tenders

- i. Earnest Money Deposit (EMD) is not applicable.
- ii. The quantities required mentioned in the tender in Section-1 and Section-VI is without any commitment on a rate-contract basis. The quantities are indicative and exact call-off of quantity would be intimated periodically to the contractor by way of periodical supply orders in line with the conditions of the rate contract.
- iii. SPMCIL reserves the right to conclude more than one rate contract for the same item.
- iv. Unless otherwise specified in SIT, the currency of a Rate Contract would normally be for one year.
- v. During the currency of the Rate Contract, SPMCIL have the option to withdraw the rate contract or renegotiate the price by serving suitable notice. The prescribed notice period is generally thirty days.
- vi. During the currency of the Rate Contract, in case of emergency or for values less than Rs 1.5 (one and a half) Lakhs, SPMCIL may purchase the same item through ad hoc contract with a new supplier.
- vii. The terms of delivery in rate contracts are FOR dispatching station.
- viii. Supply orders, incorporating definite quantity of goods to be supplied along with all other required conditions following the rate contract terms, will be issued by the SPMCIL or its nominated Direct Demanding Officers (DDO) for obtaining supplies through the rate contract.
- ix. SPMCIL is entitled to place supply orders up to the last day of the validity of the rate contract and, though supplies against such supply orders will be affected beyond the validity period of the rate contract, all such supply will be guided by the terms & conditions of the rate contract.
- x. The rate contract will be guided by "Fall Clause" as described below.

#### 50.1 Fall Clause

If the rate contract holder reduces its price or sells or even offers to sell the rate contracted goods, following conditions of sale similar to those of the rate contract, at a price lower than the rate contract price, to any person or organization during the currency of the rate contract, the rate contract price will be automatically reduced with effect from that date (the day of opening of Price Bid) for all the subsequent supplies under the rate contract and the rate contract amended accordingly. Any violation of the fall clause would be considered a serious misdemeanour under clause 44 of the GIT and action, as appropriate, would be taken as per provision of that clause.

#### 50.2 Performance Security

Value of Performance Security would be stipulated in the SIT. Performance Security shall, however, not be demanded again in the individual supply orders issued subsequently against rate contracts.

#### 50.3 Renewal of Rate Contracts

In case, it is not possible to conclude new rate contracts before the expiry of existing ones, due to some special reasons, the existing rate contracts would be extended with same terms, conditions etc for a suitable period, with the consent of the rate contract holders. Rate contracts of the firms, who do not agree to such extension, will be left out. Period of such extension would generally not be more than three months.

### 51. Prequalification Bidding (PQB)

51.1 Prequalification Bidding is for short listing of qualified Bidders who fulfil the Prequalification criteria (PQC) as laid down in SIT or in Section IX of SBD – "Qualification Criteria" for procurement of Goods or Services as listed in Section VI of SBD – "List of Requirements".

51.2 Unless otherwise stipulated in NIT/ SIT, the Pre-qualification Bid of the bidder should contain inter-alia:

- i). Tender Form: Section X



- ii). Qualification/ Eligibility Criteria: Section IX, along with supporting documents
  - iii). If so specified in NIT/ SIT EMD amount in specified format
  - iv). Vendor Details: Section XII
  - v). Manufacturer's Authorisation Form: Section XIV, if applicable
- 51.3** Unless otherwise stipulated in NIT/ SIT, EMD would be required as per clause 18 of GIT. No separate EMD would be called from short-listed bidders for the subsequent procurement bidding. In case a shortlisted bidder does not participate in subsequent procurement bidding, the EMD shall be forfeited.
- 51.4** Shortlisted Bidders would be informed of their qualification and short listing in accordance with the stipulations laid down in the SIT. Unless otherwise stipulated in the SIT the PQB short listing would be valid only for the next procurement stage of bidding.
- 51.5** If stipulated in the SIT, only these shortlisted qualified bidders would be invited to participate in the next stage of Procurement of the requirements.
- 51.6** Otherwise SIT may also indicate that instead of floating a separate stage of PQB bidding, it may be combined it with the Procurement bidding, as a three bid (envelope) tender. Initially the first envelope containing PQB would be opened, and evaluation would be done, to shortlist the bidders who pass the PQB criteria. Thereafter the rest of tender would be handled as a two-bid system for only such shortlisted bidders.
- 52. Tenders involving Samples**
- 52.1** Normally no sample would be called along with the offer for evaluation.
- 52.2 Purchaser's Samples:** If indicated in the SIT, A Purchaser's sample may be displayed to indicate required characteristics over and above the Specifications for perusal of the bidders. Name and Designation of the Custodian, Place, Dates and Time of inspection of Purchaser's sample will be indicated in the SIT. The supplies in the contract will have to meet the indicated required characteristics for which the Purchaser's sample was displayed, besides meeting the specification listed in Section VII – "Technical Specifications" of the SBD. He would be issued a sealed Purchaser's sample for the purpose at the time of award of the contract.
- 52.3 Pre-Production Samples:** If stipulated in SIT, successful contractor would be required to submit a Pre-Production sample(s) to the Inspecting Officer/ or the nominated authority mentioned in the contract within the time specified therein. If the Contractor is unable to do so, he must apply immediately to the Office issuing the acceptance of tender for extension of time stating the reasons for the delay. If the Purchaser is satisfied that a reasonable ground for an extension of time exists, he may allow such additional time as he considers to be justified (and his decision shall be final) with or without alteration in the delivery period stipulated in the contract and on such conditions as he deems fit. In the event of the failure of the Contractor to deliver the pre-production sample by the date specified in the acceptance of tender or any other date to which the time may be extended as aforesaid by the Purchaser or of the rejection of the sample, the Purchaser shall be entitled to cancel the contract and, if so desired, purchase or authorize the purchase of the stores at the risk and cost of the Contractor (unless specified otherwise in the SIT). In such an event, in case of Security Items where urgency develops due to such delays, SPMCIL reserves its right to procure not more than one year's requirement against this "Risk & Cost" tender from existing pre-qualified and security cleared firms. Bulk production and supply will only be allowed if this sample(s) pass the Tests laid down in the Section VIII – "Quality Control Requirements" in the SBD.
- 52.4 Testing of Samples:** Tests, procedures and testing laboratories for testing samples would be detailed in the Section VIII – "Quality Control Requirements" in the SBD.
- 52.5 Validation/ Prolonged Trials:** If specified in SIT or in the Section VIII – "Quality Control Requirements" in the SBD, pre-production samples may have to undergo validation or extended trial before their performance can be declared satisfactory.
- 52.6** Parameters Settings and duration of Validation Tests would be indicated in the Section VIII – "Quality Control Requirements" in the SBD. It would also stipulate the period or event marking



- end of validation trials. It would also be indicated therein whether the Permission to start bulk production will have to wait full validation or it can go on in parallel.
- 53. Expression of Interest (EOI) Tenders:**
- 53.1** EOI tenders are floated for short listing firms who are willing and qualified for: -
- i. Registration of Vendors for Supply of particular Stores or certain categories of Stores.
  - ii. Development of new items or Indigenization of Imported stores
- 53.2** The qualification /eligibility criteria required and the format of submission of such Data would be indicated in the Section IX – “Qualification Criteria” in the SBD.
- 53.3** Objectives and scope of requirement would be indicated in the Section VI – “List of Requirements” in the SBD. Indicative quantity required yearly, and its future requirements would also be indicated.
- 53.4** Unless otherwise stipulated in the NIT/ SIT, the EOI bid to be submitted by the bidders would contain, inter-alia:
- i). Tender Form: Section X
  - ii). Qualification/ Eligibility Criteria: Section IX, along with supporting documents
  - iii). Vendor Details: Section XII
  - iv). Manufacturer’s Authorisation Form: Section XIV, if applicable
- 53.5** In case of EOI for Development of new Items or for Indigenization, prospective firms would be given opportunity to inspect the Machine/ Item at the place of installation at the place, dates and Time mentioned in SIT.
- 53.6** In case EOI is for registration of vendors, Registration Fees and validity period of registration would be detailed in the SIT.
- 53.7 Short List of Suppliers:** The suppliers shall be evaluated for short listing, inter-alia, based on their past experience of supplying goods in similar context, financial strength, technical capabilities etc. Each supplier will be assigned scores based on weightages assigned to each of the criteria mentioned in the Section IX – “Qualification Criteria” in the SBD.
- 53.8** If stipulated in the SIT, the Firm’s capacity and Capability may be assessed by a nominated Committee or by a third party nominated by SPMCIL.
- 53.9** All suppliers who secure the minimum required marks (normally 60% unless otherwise specified in the Section IX) would be short listed. Section IX may alternatively specify minimum qualifying requirement for each of the criteria i.e., minimum years of experience, minimum number of assignments executed, minimum turnover etc. Under such circumstances, all suppliers who meet the minimum requirement, as specified, will be short listed.
- 53.10** In case of EOI for registration of vendors, registration letters would be issued to the shortlisted tenderers.
- 53.11** Unless otherwise stipulated in the NIT/ SIT, in case of EOI for development/ indigenization, these shortlisted tenderers would only be allowed to participate in the subsequent development/ indigenization tenders.
- 54. Tenders for Disposal of Scrap:**
- 54.1 Introduction:** The tender is for Sale of Scrap material lying at various locations. Details of scrap for sale including Description, Present Condition, Lot Size, and its Location would be given in the Section VI – “List of Requirements/ Disposal”.
- 54.2** Sections VII, VIII, IX, XII, XIV, XV, XVIII, XIX and XX of SBD are not applicable to Tenders for disposal of Scrap.
- 54.3** Unless otherwise stipulated in the NIT/ SIT, the Disposal of Scrap bid to be submitted by the bidders would contain, inter-alia:
- i). Tender Form: Section X
  - ii). List of Requirements/ Disposal - Section VI
  - iii). Qualification/ Eligibility Criteria: Section IX, along with supporting documents
  - iv). If so specified in NIT/ SIT EMD amount in specified format
  - v). Price Schedule: Section XI
- 54.4 “As Is; Where Is; Whatever Is” Basis of This Sale:**



- 54.2.1** This sale of Scrap is strictly on “As Is; Where Is; Whatever Is” basis. Tenderer must satisfy himself on all matters with regard to quality, quantity; nature of stores etc., before tendering as no complaint or representation of any kind shall be entertained after the sale contract is concluded.
- 54.2.2** The description of lot in the particulars of sale has been given for the purpose of identification thereof only and the use of such description shall not constitute the sale thereof to be sale by description and no sale shall be invalid by reason of any defect or deviation or variation in any lot or on account of any lot not being exactly described and the purchaser shall not be entitled to claim any damage or compensation whatsoever on account of such fault, error in description, weight or the like.
- 54.2.3** All quantities of scrap whether by weight or measurement mentioned in the Tender notice are only approximate and should the quantity, on actual weight or measurement basis as the case may be and whenever delivered on such basis, works out less than the advertised and /or projected quantity, the SPMCIL shall not under any circumstances be liable to make good any such deficiency
- 54.2.4** SPMCIL reserves right to increase or decrease the quantity of any item or items or terminate the contract at any stage by giving one week's notice. No claim whatsoever shall lie against the SPMCIL on account of such termination of the contract or variation in the quantity.
- 54.2.5** SPMCIL shall have the right to remove certain items which it feels were not intended for sale but were inadvertently made a part of the scrap material or of the lot offered for sale lying at the premises or were joined or attached to the material offered for sale.
- 54.2.6** Tenderers desirous of purchasing and participating in the tender must visit the site before submitting the offer, after taking due permission from the concerned Stockholders. The Tenderers submitting the offers shall be deemed to have visited the site and acquainted themselves thoroughly with materials intended for sale in all respect.
- 54.2.7** Any person giving offer shall be deemed to have made himself fully conversant with the Terms and Conditions of the Tender Sale, as well as the location and condition of the materials being sold and shall be deemed to have agreed to all the stated terms and conditions herein under.
- 54.3 Submission of Offer:**
- 54.3.1** Unless specified otherwise in the SIT, tenders shall hold good for acceptance for a minimum period of 90 days (ninety days) from the date of opening of the tenders. The offers of the tenderers shall be irrevocable.
- 54.3.2 Right to Reject all Bids:** The seller reserves the right to accept/reject and cancel any bid, amend the quantity under any lot or withdraw any lot at any stage after acceptance of bid/issue of acceptance letter/sale order/delivery order/deposit of the full sale value by the bidder, without assigning any reason thereof and the value of such material, if paid for, shall be refundable. The seller shall not be responsible for damage/loss to bidders on account of such withdrawal at any stage from the sale.
- 54.3.3** Unless otherwise stated in the SIT, the amount of EMD in such tenders would be 5% of the value of the tender. The Earnest Money shall be forfeited if the tenderer unilaterally withdraws, amends, impairs or derogates from his offer in any respect within the period of validity of his offer.
- 54.3.4** If the offer of the tenderer is not accepted by the SPMCIL, the Earnest Money deposit made by the tenderer shall be refunded to him. No interest shall be payable on such refunds. The EMD deposited by the successful tenderer shall remain with the SPMCIL till payment of the security deposit (SD) money, as stipulated in relevant Clause, has been made. It may be adjusted as part of the total SD money at the discretion of the SPMCIL.
- 54.3.5 Excise Duty, Taxes and TCS:** Commercial tax/terminal tax, Octroi, municipal tax or any other taxes/duties etc. whatever in force shall be payable extra by the purchaser as per rules applicable to SPMCIL. Current and valid PAN and sales/commercial tax registration number wherever applicable must be provided in the Bid of the Tenderer. Any statutory variations in the rate of taxes/duties are to be borne by the purchaser. VAT/ excise duty rates indicated in the e-auction catalogue are only indicative and the actual VAT rates as applicable on the date shall be



- payable by the successful bidders directly to the seller at the time of taking delivery of materials. Form 'C' will be accepted. Tax Collected at Source (TCS) at the prevailing rate may be deducted from all payments made to the buyer. In order to avoid the imposition of penalty, the amount deposited by the successful bidder towards taxes, duties and TCS will be immediately deposited with the concerned tax authorities without waiting for the actual delivery. Registered dealers who are exempted from payment of Sales Tax must submit copies of their Registration certificate of concerned authority and shall be required to submit necessary form duly completed in all respect to SPMCIL or its representatives before obtaining delivery order, duly signed by the partner of the firm or the person authorized to do so.
- 54.3.6** All arrangement for lifting and transportation of scrap material, including manpower, crane, transport vehicle and trolley etc, if required shall be made by the purchaser concerned only and the SPMCIL shall not provide or help in providing any such arrangements and the rate quoted by the purchaser must include such and all incidental charges.
- 54.3.7 Sale of Items/Lots Comprising Hazardous Waste:** Sale of hazardous waste items will be governed by the following procedures in addition to guidelines/notifications issued by the Central Pollution Control Board (CPCB)/Ministry of Environment and Forests (MoEF) from time to time:
- Sale of old batteries/lead acid batteries will be governed by the Batteries (Management & Handling) Rules, 2001 and its subsequent amendments.
  - Sale of other categories of hazardous waste items will be governed by the Hazardous Waste (Management, Handling and Transboundary Movement) Rules, 2008 and its subsequent amendments and/or their relevant statutory act/rules.
  - Sale of e-waste shall be governed by e-Waste (Management and Handling) Rules, 2011.
  - Bidders must submit a notarized copy of the valid registration certificates issued by the State (or Union Territory) Pollution Control Board (PCB) and produce it at the time of taking delivery of the materials, failing which their bid will be liable for rejection. In case of lead acid batteries, used/waste oils, and nonferrous metal wastes, in addition to submitting necessary valid registration from the SPCB, the bidder must also submit a notarized copy of the valid registration certificate from CPCB (or MoEF); and
  - In case of a sale involving inter-state movement of goods, the buyer shall also submit an NOC from the concerned SPCB, with whom the buyer is registered, to the seller before taking delivery, failing which the buyer will be responsible for the consequences and the seller shall take further decision as may be deemed fit.
- 54.3.8** Evaluation of tenders for Disposal of scrap will be done on similar basis as Tenders for Procurement of Goods, except that in supersession of clause 41 above, the selection of the bidders shall be on the basis of the highest responsive Bidder (H1). In case full quantity is not offered to be taken by the Highest Bidder, parallel contracts would be placed.
- 54.4 Notification of Acceptance and Award of Contract:**
- 54.4.1** The successful tenderer, herein after referred to as purchasers, shall have to submit security deposit (SD) @ 3% - 5% of the total sale value of the contract within 5 working days of issue of the sale contract (excluding the date of issue of sale contract). The SD shall be deposited in the form of bank draft/pay order, drawn on any nationalized or recognized bank in favour of SPMCIL as mentioned in clause 1 of NIT in connection with EMD.
- 54.4.2** The purchaser has to pay balance payment within 20 days from the date of notification of acceptance, which is to be issued by SPMCIL or his authorized representative, in form of Bank draft drawn on any nationalized or recognized bank in favour of same authority as mentioned above. In case of any, default to deposit balance payment, SPMCIL reserves right to terminate the contract and forfeit the security deposit.
- 54.5 Disposal Tenders for Security and Sensitive Machinery and Items:**
- 54.5.1 Non-Misuse Declaration:** The bidder is required to give an undertaking that he or his employees or legal heirs will ensure that such items purchased from SPMCIL, will be utilized only for scrap recovery, and will not be misused for any other purpose. He will also ensure that this undertaking is honoured, and it got underwritten from further down the line scrap



processors/ re-purchasers, if any. In case his firm changes hands, it will be his responsibility to ensure that the new owners honour and underwrite this undertaking.

**54.5.2** If stipulated in SIT delivery would be given only in dismantled/cut-up condition.

**55. Development and Indigenization Tenders:**

**55.1** Already developed firms or firms who have already received development orders for the item (with whatever results) would not be considered in such tenders.

**55.2** If specified in SIT the contract documents may be issued free of cost, and submission of earnest money deposit and security deposit may be relaxed.

**55.3** If specified in SIT, The Tenderers may quote separately for

- i. Price/rate for bulk supply of item in development/indigenization supplies and
- ii. Separately, cost of development including cost of pre-production samples. Firms would be paid only for the number of samples specified in the Tender. If he has to manufacture more samples due to failure of earlier one, he would not be paid for it.

**55.4** L1 would be determined on the basis of rate of item quoted including reference to total cost of the development cost (including the cost of prototype) plus the notional total cost of quantities that will be required over next three years, wherever applicable.

**55.5** Development contracts may, as far as feasible, be concluded with two or more contractors in parallel.

**55.6** The ratio of splitting of the supply order between various development agencies/firms in cases of parallel development, including criteria thereof, would be specified in the SIT.

**55.7** However, in case the requirement is meagre and complex technology is involved, or quantity of the equipment/ spares is limited/small/ uneconomic if distributed between two vendors, the entire order could be placed upon the L1 vendor only.

**55.8** If specified in SIT, Advance and Intermediate Payment to Suppliers may be allowed.

**55.9 Quantity for Development Commitment**

In Next three years, after the newly developed firm is able to successfully complete Development orders with +/-5% tolerance, 20% of annual quantity requirement may be reserved for Newly Developed firms.

**55.10 Period of Development Commitment**

A newly developed firm would be granted this facility till only three years after completing the initial Development order. However, this facility is not a bar to the firm from competing with already established firms for quantities larger than 20% provided their prices and performance so warrant. Thereafter they would have to compete on equal terms with other already developed firms.



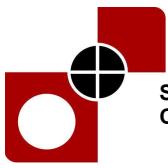


### **SECTION III: SPECIAL INSTRUCTIONS TO TENDERERS (SIT)**

The following Special Instructions to Tenderers will apply for this purchase. These special instructions will modify/ substitute/ supplement the corresponding General Instructions to Tenderers (GIT) incorporated in Section II. The corresponding GIT clause numbers have also been indicated in the text below:

In case of any conflict between the provision in the GIT and that in the SIT, the provision contained in the SIT shall prevail.

<b>Sl. No.</b>	<b>GIT Clause No.</b>	<b>Topic</b>	<b>Modify/ Substitute/ Supplement</b>	<b>SIT Provision</b>
1.	3.	Eligible Tenderers	-	As applicable
2.	3.4	Eligible Goods and Services (Origin of Goods)	-	As applicable
3.	6.1	The tender documents include:	Modify	SIT 1 (Mentioned below)
4.	10.1	The Technical bid to be submitted by Tenderer shall contain the following documents, duly filled in, as required:	-	As applicable
5.	11.2	Tender Currency	-	As applicable
6.	12.1	Tender Prices	-	As applicable
7.	12.2, 33, 36.1	Schedule wise evaluation	-	Not applicable
8.	12.6	GST details	-	As applicable
9.	16.2 a) to c)	Documents Establishing Tenderer's Eligibility and Qualifications	-	As per Section IX: Qualification / Eligibility Criteria
10.	18.4, 18.5	Earnest Money Deposit (EMD)	Modify	SIT 2 (Mentioned below)
11.	19	Tender Validity	Modify	SIT 3 (Mentioned below)
12.	20.4	Number of Copies of Tenders to be submitted	Modify	SIT 4 (Mentioned below)
13.	20.8	Two Bid System		As applicable
14.	20.9	E-Procurement	Modify	SIT 5 (Mentioned below)
15.	24	Tender opening	Modify	SIT 6 (Mentioned below)



**SIT 1: - The tender documents include:**

1. Section I - Notice Inviting Tender (NIT)
2. Section II - General Instructions to Tenderers (GIT)
3. Section III - Special Instructions to Tenderers (SIT)
4. Section IV -General Conditions of Contract (GCC)
5. Section V - Special Conditions of Contract (SCC)
6. Section VI - List of Requirements
7. Section VII - Technical Specifications
8. Section VIII - Quality Control Requirements
9. Section IX – Qualification/ Eligibility Criteria
10. Section X - Tender Form
11. Section XI - Price Schedule
12. Section XII – Vendor Details
13. Section XIII - Bank Guarantee Form for EMD
14. Section XIV – Manufacturer’s Authorization Form
14. Section XV - Bank Guarantee Form for Performance Security
15. Section XVI - Contract Form
16. Section XVIII-Proforma of Bills for Payments
17. Section XIX- NEFT Mandate

**SIT 2: Earnest Money Deposit: -**

- (i) Earnest Money Deposit amounting to Rs.2,00,000/- (Rupees Two lakh only) in the form of account payee Demand Draft /Bankers Cheque/Fixed Deposit/BG/Insurance security bonds/Payment through online mode (for FDR *validity should be minimum 120 days + 45 days from the date of tender opening*) Receipt in favor of India Government Mint, Noida payable at Noida is to be furnished along with Techno-Commercial Bid.
- (ii) EMD of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender. Further, if the successful bidder fails to furnish the required performance security within the specified period, its EMD will be forfeited.
- (iii) Startups as recognized by Department of Industrial Policy & Promotion (DIPP) are exempted from furnishing the Bid Security/EMD.

**Tenderers must upload scanned copies of above required documents along-with their bids as proofs of EMD. Original copies of such scanned uploaded documents must reach in physical form within the date and place as provided in such instructions (Refer SIT 4 – Tender submission/uploading) otherwise their uploaded bid, would be declared as unresponsive.**

**SIT 3: Tender Validity: -**

- (i) Tender shall remain valid for acceptance for a period of 120 days from the date of opening of Techno-Commercial Bid. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- (ii) In exceptional cases, the tenderers may be requested by India Govt. Mint, Noida to extend the validity of their tender up to a specified period. Such request(s) and response thereto shall be conveyed by surface mail or by e-mail. The tenderers who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly.



- (iii) In case the day up to which the tenders are to remain valid falls on/subsequently declared a holiday or closed day for IG Mint, Noida the tender validity shall automatically extended up to the next working day.
- (iv) Compliance with the Clauses of this Tender Document: Tenderer must comply with all the clauses of this Tender Document. In case there are any deviations, these should be listed in a chart form without any ambiguity along with justification

**SIT 4: Tender Submission/ Uploading** : - Tenderer shall upload their tender and relevant documents on [CPP Portal \(https://etenders.gov.in\)](https://etenders.gov.in) only and no physical documents will be entertained for the bid, further in case EMD is to be submitted through DD/BC/BG/Insurance security bonds/FDR etc. then scan copy should be uploaded along with the documents and physical financial instrument should reach IGM, Noida within 5 days' time of tender opening failing which tender shall be deemed unresponsive.

**SIT 5: E-Procurement:** - E-Tender will consist of Two Bid system i.e. Part I-Techno Commercial/ Technical Bid and Part II - Financial/ Price Bid

(I) Techno Commercial/Technical Bid and (II) Financial/ Price Bid are to be submitted through e-tendering portal i.e. CPP Portal (<https://etenders.gov.in>) on or before the due date of submission of tenders. It may be noted that the price is not to be quoted in the Techno Commercial Bid. It shall only be quoted in Price Bid. Non-adherence to this shall be making tender liable for rejection.

Earnest Money Deposit (EMD) in original shall be sent to the designated officer Mr. Pankaj Khurana, DGM (TO) & Materials Head, India Government Mint, D-2, Sector-1, Noida - 201 301 through post or by hand so as to reach within 5 days' time of tender opening.

#### **PART I: TECHNO COMMERCIAL BID**

As part of Techno-Commercial Bid, the bidder is required to submit all the following documents to ensure the compliance of techno-commercial qualification criteria

- i) Containing **un-priced** tender consisting of complete Qualification/ Eligibility of the tenderer as per the format specified under Section IX in this document. (Copies of required documents must be attached)
- ii) Earnest Money Deposit.
- iii) Power of Attorney/authorization with the seal of the company of person signing the tender documents.
- iv) Tender form as in Section-X of tender document duly signed.
- v) The tenderer shall submit detailed technical offer as per Technical Specifications as per Section VII of this tender document.
- vi) The tenderer has to submit acceptance of all sections of this tender document (GIT, SIT, GCC, SCC, Quality control requirements, Tender form, Questionnaire, etc.,)
- vii) Containing un-priced tender consisting commercial package including all terms and conditions. No price details to be given in this tender.
- viii) Class-A Electrical Contractor License valid throughout contract period.
- ix) NOC from Vidyut Suraksha Department, Uttar Pradesh
- x) Service Centre in NOIDA.



- xi) The following undertakings need to be invariably submitted along with the offer failing which the offer shall be rejected and no further communication shall be entertained.

**UNDERTAKINGS:**

- a. 'Our offer against tender No. \_\_\_\_\_ does not contain any deviation from the stipulated tender conditions and we accept all the terms and conditions of the tender document without any deviations.'
- b. Declaration of the bidder that he is not blacklisted/debarred for dealing by Government of India.

**PART III: PRICE BID**

The tenderers shall quote the prices as per the proforma given in Section – XI of the tender document. No additional/ extra item with price should be included other than that of Section – XI. If any that particular item will not be considered for evaluation.

**Note: -**

- (i) The bidders must submit the self-attested valid documents in support of their claim for TECHNO COMMERCIAL BID criteria as mentioned above.
- (ii) Bidders are required not to quote the prices in Techno Commercial Bid. Price shall only be quoted in Price Schedule/ Financial Bid. Non-adherence to this shall be making tender liable for rejection.
- (iii) Tenders received without EMD and not as per the tender terms shall not be evaluated and will be rejected.

**SIT 6: Opening of Tender & Evaluation Process:**

- (i) The Techno-commercial bids are to be opened in the first instance on CPP Portal at the prescribed time and date. These bids shall be scrutinized and evaluated by the competent committee/authority with reference to the parameters prescribed in the Part- I: Techno-Commercial Bid.
- (ii) Thereafter, in the second stage, the financial bids of only the techno-commercially acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation.
- (iii) The method of evaluation of L1 bidder for awarding the Contract shall be on consolidated grand total offered by the bidder and will be decided by taking into consideration the grand total offered price as per Section - XI (Price schedule) of this tender document.



## **SECTION IV: GENERAL CONDITIONS OF CONTRACT (GCC)**

### **Part I: General Conditions of Contract applicable to all types of Tenders**

#### Tenders

**1. Definitions; Interpretation and Abbreviations:** In the contract, unless the context otherwise requires:

#### **1.1 Definitions and Interpretation:**

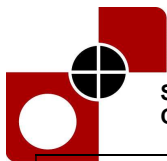
- (i) "Contract" means the letter or memorandum communicating to the Contractor the acceptance of this tender and includes "Intimation of Award" of his tender; "Contract" includes Bid Invitation, Instructions to Tenderers, Tender, Acceptance of Tender, General Conditions of Contract, Schedule of Requirements, particulars and the other conditions specified in the acceptance of tender and includes a repeat order which has been accepted or acted upon by the Contractor and a formal agreement, if executed;
- (ii) "Contractor" or "Supplier" means the individual or the firm supplying the goods and services. The term includes his employees, agents, successors, authorized dealers, stockists, and distributors. Other homologous terms are: Vendor, Firm, Manufacturer, OEM etc.;
- (iii) "Drawing" means the drawing or drawings specified in or annexed to the Specifications;
- (iv) "Government" means the Central Government or a State Government as the case may be;
- (v) The "Inspecting Officer" means the person, or organisation specified in the contract for the purpose of inspection of stores of work under the contract and includes his/their authorised representative;
- (vi) "Purchase Officer" means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser;
- (vii) The "Purchaser" means SPMCIL – the organization purchasing goods and services as incorporated in the documents;
- (viii) "Signed" includes stamped, except in the case of an acceptance of tender or any amendment thereof;
- (ix) "Test" means such test as is prescribed by the particulars or considered necessary by the Inspecting Officer whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting Officer;
- (x) The delivery of the stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract, after approval by the Inspecting Officer if so provided in the contract —
  - a. The consignee at his premises; or
  - b. Where so provided, the interim consignee at his premises; or
  - c. A carrier or other person named in the contract for the purpose of transmission to the consignee: or
  - d. The consignee at the destination station in case of contract stipulating for delivery of stores at destination station.
- (xi) "Writing" or "Written" includes matter either in whole or in part, in manuscript, typewritten, lithographed, cyclostyled, photographed, or printed under or over signature or seal, as the case may be.
- (xii) Words in the singular include the plural and vice-versa.
- (xiii) Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not.



- (xiv) The heading of these conditions shall not affect the interpretation or construction thereof.
- (xv) Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as amended) or the Indian Contract Act, 1872 (as amended) or the General Clauses Act, 1897 (as amended) as the case may be.
- (xvi) "Parties": The parties to the contract are the "Contractor" and the "Purchaser", as defined above;
- (xvii) "Tender" means quotation / bid received from a firm / supplier.
- (xviii) "Goods" means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, industrial plant etc. which the supplier is required to supply to SPMCIL under the contract. Other homologous terms are: Stores, Materials etc.
- (xix) "Services" means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- (xx) "Earnest Money Deposit" (EMD) means monetary guarantee to be furnished by a Tenderer along with its tender.
- (xxi) "Performance Security" means monetary guarantee to be furnished by the successful Tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit or Performance Bank Guarantee.
- (xxii) "Consignee" means the person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of despatch to another person as provided in the Contract then that "another" person is the consignee, also known as ultimate consignee.
- (xxiii) "Specification" or "Technical Specification" means the drawing/ document/ standard that prescribes the requirement to which product or service has to conform.
- (xxiv) "Inspection" means activities such as measuring, examining, testing, analysing, gauging one or more characteristics of the product or service, and comparing the same with the specified requirement to determine conformity.
- (xxv) "Day" means calendar day.
- (xxvi) "Scheduled Commercial Bank" means a bank, defined as a scheduled bank under section 2(e) of the Reserve Bank of India Act, 1934.

## 1.2 Abbreviations:

AAEC	"Appreciable Adverse Effect on Competition" as per Competition Act
BG	Bank Guarantee
BL or B/L	Bill of Lading
BNPMIPL	Bank Note Paper Mill India Private Limited, Mysore
BRBNMPL	Bhartiya Reserve Bank Note Mudran Private Limited, Bangalore
CD	Custom Duty
CIF	Cost, Insurance and Freight Included
CMD	Chairman and Managing Director
CPSU	Central Public Sector Undertaking
CST	Central Sales Tax
CWBN	Cylinder-mould-Vat-made Watermarked Bank Note Paper
DDO	Direct Demanding Officer in Rate Contracts
DEA	Department of Economic Affairs
DoCC	Currency and Coins Division in Department of Economic Affairs
DP	Delivery Period
ECS	Electronic clearing system
ED	Excise Duty
EMD	Earnest money deposit



EOI	Expression of Interest (Tendering System)
ERV	Exchange rate variations
FAS	Free alongside shipment
FOB	Freight on Board
FOR	Free on Rail
GCC	General Conditions of Contract
GIT	General Instructions to Tenderers
GOI	Government of India
GST	Goods and Services Tax which will replace Sales Tax
H1, H2 etc	First Highest, Second Highest Offers etc in Disposal Tenders
Incoterms	International Commercial Terms, 2000 (of ICC)
L1, L2 etc	First or second Lowest Offer etc.
LC	Letter of Credit
LD or L/D	Liquidated Damages
LSI	Large Scale Industry
NIT	Notice Inviting Tenders.
NSIC	National small industries corporation
PQB	Pre-qualification bidding
PSU	Public Sector Undertaking
PVC	Price variation clause
RBI	Reserve Bank of India
RC	Rate contract
RFI	Request for Information
RFP	Request for Proposal
RFQ	Request for Qualification
RR or R/R	Railway Receipt
SBD or T E Document	(Standard) BID / Tender Document
SCC	Special Conditions of Contract
SIT	Special Instructions to Tenderers
SPM	Security Paper Mill, Narmadapuram, India
SPMCIL	Security Printing and Minting Corporation Limited
SSI	Small Scale Industry
ST	Sales Tax
VAT	Value Added Tax

## 2. Application

- 2.1. The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same are not superseded by the Special Conditions of Contract (SCC) prescribed under Section V of this document.
- 2.2. General Conditions of the contract shall not be changed from one tender to other.
- 2.3. **Other Laws and Conditions That will Govern the Contract:**  
Besides GCC and SCC following conditions and Laws will also be applicable and would be considered as part of the contract:
  - i. Indian Contracts Act, 1872
  - ii. Sale of Goods Act, 1930
  - iii. Arbitration and Conciliation Act, 1996 and Arbitration and Reconciliation Amendment Act, 2015
  - iv. Competition Act, 2002 as amended by Competition (Amendment Act), 2007
  - v. Contractor's Tender Submissions including Revised Offer during Negotiations if any
  - vi. Conditions in other parts of the Tender Documents



- vii. Integrity Pact signed in terms of the Tender Document
- viii. Correspondence including counter-offers if any; between the Contactor and SPMCIL during the Tender Finalization
- ix. Notification of award and Contract Documents
- x. Subsequent Amendments to the Contract

**3. Use of contract documents and information**

- 3.1.** The supplier shall not, without SPMCIL's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample, or any information furnished by or on behalf of SPMCIL in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this tender document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- 3.2.** During the process of procurement of Security or Sensitive Machinery and Items, Tender Documents and the specifications/ drawings of such items would be issued only to Vendors having security clearance within the validity of such clearance and he shall maintain absolute secrecy and strictly control the number of copies and access to the documents and copies thereof, in addition to safeguards mentioned in sub-para above.
- 3.3.** Further, the supplier shall not, without SPMCIL's prior written consent, make use of any document or information mentioned in GCC sub-clause 3.1 above except for the sole purpose of performing this contract.
- 3.4.** Except the contract issued to the supplier, each and every other document mentioned in GCC sub-clause 3.1 above shall remain the property of SPMCIL and, if advised by SPMCIL, all copies of all such documents shall be returned to SPMCIL on completion of the supplier's performance and obligations under this contract.

**4. Patent Rights**

- 4.1.** The supplier shall, at all times, indemnify SPMCIL, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against SPMCIL, SPMCIL shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to SPMCIL.

**5. Country of Origin**

- 5.1.** All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.
- 5.2.** The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced, or processed or from where the services are arranged.

**6. Performance Bond/ Security**

- 6.1.** Within twenty-one days after the issue of notification of award by SPMCIL, the supplier shall furnish performance security to SPMCIL for an amount equal to 3% - 5% of the total value of the contract, valid up to sixty days after the date of completion of all contractual obligations by the supplier, including the warranty obligations.
- 6.2.** The Performance security shall be denominated in Indian Rupees or in the currency of the contract and shall be in one of the following forms:
- a) Account Payee Demand Draft or Fixed Deposit Receipt drawn on any commercial bank in India, in favour of SPMCIL as indicated in the clause 1 of NIT in reference to EMD.
  - b) Bank Guarantee issued by a commercial bank in India, in the prescribed form as provided in section XV of this document.
- 6.3.** In the event of any loss due to supplier's failure to fulfil its obligations in terms of the contract, the amount of the performance security shall be payable to SPMCIL to compensate SPMCIL for the same.





6.4. In the event of any amendment issued to the contract, the supplier shall, within twenty-one days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

6.5. Subject to GCC sub-clause 6.3 above, SPMCIL will release the performance security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations.

## 7. **Technical Specifications and Standards**

7.1. The Goods & Services to be provided by the supplier under this contract shall conform to the technical specifications and quality control parameters mentioned in 'Technical Specification' and 'Quality Control Requirements' under Sections VII and VIII of this document.

## 8. **Packing and Marking**

8.1. The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit upto final destination as per the contract.

8.2. The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and Quality Control Requirements under Sections VII and VIII and in SCC under Section V. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.

### 8.3. **Packing instructions:**

Unless otherwise mentioned in the Technical Specification and Quality Control Requirements under Sections VII and VIII and in SCC under Section V, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:

- a) contract number and date
- b) brief description of goods including quantity
- c) packing list reference number
- d) country of origin of goods
- e) consignee's name and full address and
- f) supplier's name and address

## 9. **Inspection and Quality Control**

9.1. SPMCIL and/ or its nominated representative(s) will, without any extra cost to SPMCIL, inspect and/ or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. SPMCIL shall inform the supplier in advance, in writing, SPMCIL's programme for such inspection and, also the identity of the officials to be deputed for this purpose.

9.2. The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where, and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to SPMCIL's inspector at no charge to SPMCIL.

9.3. If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, SPMCIL's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to SPMCIL and resubmit the same to SPMCIL's inspector for conducting the inspections and tests again.



- 9.4. In case the contract stipulates pre-despatch inspection of the ordered goods at suppliers premises, the supplier shall put up the goods for such inspection to SPMCIL's inspector well ahead of the contractual delivery period, so that SPMCIL's inspector is able to complete the inspection within the contractual delivery period.
- 9.5. If the supplier tenders the goods to SPMCIL's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to SPMCIL under the terms & conditions of the contract.
- 9.6. SPMCIL's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by SPMCIL's inspector during pre-despatch inspection mentioned above.
- 9.7. Goods accepted by SPMCIL and/ or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute SPMCIL's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 16.
10. **Terms of Delivery**
- 10.1. Goods shall be delivered by the supplier in accordance with the terms of delivery specified in the contract.
11. **Transportation of Goods**
- 11.1. The supplier shall not arrange part-shipments and/ or transshipment without the express/ prior written consent of SPMCIL.
- 11.2. **Instructions for transportation of domestic goods including goods already imported by the supplier under its own arrangement:** In case no instruction is provided in this regard in the SCC, the supplier will arrange transportation of the ordered goods as per its own procedure.
- 11.3. **Shipping Arrangement for Foreign Contracts:** In the case of FOB/FAS contracts, shipping arrangements shall be made by SPMCIL. The Contractor shall give adequate, notice to the Forwarding Agents/Nominees about the readiness of the cargo from time to time and at least six weeks' notice in advance of the required position for finalising the shipping arrangements. In the case of C&F contracts, the Contractor shall arrange shipment in accordance with the instructions from SPMCIL.
- 11.4. **Airlifting:** Should the Purchaser intend to airlift all or some of the stores the Contractor shall pack the stores accordingly on receipt of intimation to that effect from the Purchaser. Such deliveries will be agreed upon well in advance and paid for as may be mutually agreed.
12. **Insurance:**
- 12.1. Unless otherwise instructed in the SCC, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the following manner:
- 12.2. In case of supply of domestic goods on CIF destination basis, the supplier shall be responsible till the entire stores contracted for arrive in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier in its own name and not in the name of SPMCIL or its Consignee.
- 12.3. In the case of FOB and C&F offers for import of Goods, insurance shall be arranged by the Purchaser. However, the supplier must give sufficient notice to the Purchaser prior to the date of shipment, so that the Insurance Cover for the shipment can be activated. The Supplier must co-ordinate so as to ensure that the Shipment sails only with Insurance cover in place.
- 12.4. In case of Import of Goods, even in case where the insurance is paid by the Purchaser, and loss or damage shall be made good by the Contractor free of cost, without waiting for the settlement of insurance claim. The payment after settlement of insurance claim shall be reimbursed by the



Purchaser to the Contractor. It will be entirely the responsibility of the Contractor to make good loss/damage without waiting for settlement of insurance claim so that machine is commissioned within the time specified in the contract.

**13. Spare parts**

- 13.1.** If specified in the List of Requirements and in the resultant contract, the supplier shall supply/ provide any or all of the following materials, information etc. pertaining to spare parts manufactured and/ or supplied by the supplier:
- a) The spare parts as selected by SPMCIL to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and
  - b) In case the production of the spare parts is discontinued:
    - i. sufficient advance notice to SPMCIL before such discontinuation to provide adequate time to SPMCIL to purchase the required spare parts etc., and
    - ii. immediately following such discontinuation, providing SPMCIL, free of cost, the designs, drawings, layouts, and specifications of the spare parts, as and if requested by SPMCIL.
- 13.2.** Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to SPMCIL promptly on receipt of order from SPMCIL.

**14. Incidental services**

- 14.1.** Subject to the stipulation, if any, in the SCC (Section-V) and the Technical Specification (Section – VII), the supplier shall be required to perform any or all of the following services.
- a) Providing required jigs and tools for assembly, start-up, and maintenance of the goods
  - b) Supplying required number of operation & maintenance manual for the goods
  - c) Installation and commissioning of the goods
  - d) Training of SPMCIL's operators for operating and maintaining the goods
  - e) Providing after sales service during the tenure of the contract
  - f) Providing maintenance service after expiry of the warranty period of the goods if so incorporated in the contract
- 14.2.** Prices to be paid to the supplier by SPMCIL for any of the required incidental services, if not already included in the contract price during the placement of the contract, shall be settled and decided in advance by SPMCIL and the supplier. However, such prices shall not exceed the contemporary rates charged by the supplier to other customers for similar services.

**15. Distribution of Despatch Documents for Clearance/ Receipt of Goods**

- 15.1.** The supplier shall send all the relevant despatch documents well in time to SPMCIL to enable SPMCIL to clear or receive (as the case may be) the goods in terms of the contract. Unless otherwise specified in the SCC, the usual documents involved and the drill to be followed in general for this purpose are as follows:
- 15.2.** For Domestic Goods, including goods already imported by the supplier under its own arrangement Within 24 hours of despatch, the supplier shall notify SPMCIL, consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract):
- (a) Supplier's Invoice indicating, inter alia description and specification of the goods, quantity, unit price, total value;
  - (b) Packing list;
  - (c) Insurance certificate;
  - (d) Railway receipt/ Consignment note;
  - (e) Manufacturer's guarantee certificate and in-house inspection certificate;
  - (f) Inspection certificate issued by SPMCIL's inspector
  - (g) Expected date of arrival of goods at destination and
  - (h) Any other document(s), as and if specifically mentioned in the contract.



- 15.3.** For Imported Goods, within 3 days of despatch, the supplier will Notify SPMCIL, consignee and other concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by Courier (or as instructed in the Contract), besides advance intimation by Fax/ email:
- (a) Clean on-Board Airway Bill/Bill of Lading (B/L)
  - (b) Original Invoice
  - (c) Packing List
  - (d) Certificate of Origin from Seller's Chamber of Commerce
  - (e) Certificate of Quality and current manufacture from OEM
  - (f) Dangerous Cargo Certificate, if any.
  - (g) Insurance Policy of 110% if CIF/CIF contract.
  - (h) Performance Bond/Warranty Certificate
- 16. Warranty**
- 16.1.** The supplier warrants that the goods supplied under the contract is new, unused, and incorporate all recent improvements in design and materials unless prescribed otherwise by SPMCIL in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (except when the design adopted and / or the material used are as per SPMCIL's specifications) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.
- 16.2.** This warranty shall remain valid for twelve months after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by SPMCIL in terms of the contract or for fifteen months from the date of despatch from the supplier's premises for domestic goods (including goods already imported by the supplier under its own arrangement) or for eighteen months after the date of shipment from the port of loading in the source country for imported goods offered from abroad, whichever is earlier, unless specified otherwise in the SCC.
- 16.3.** In case of any claim arising out of this warranty, SPMCIL shall promptly notify the same in writing to the supplier.
- 16.4.** Upon receipt of such notice, the supplier shall, with all reasonable speed (or within the period, if specified in the SCC), repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/ goods after providing their replacements and no claim, whatsoever shall lie on SPMCIL for such replaced parts/ goods thereafter.
- 16.5.** In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/ replaced goods shall be extended to a further period of twelve months from the date such rectified / replaced goods starts functioning to the satisfaction of SPMCIL.
- 16.6.** If the supplier, having been notified, fails to rectify/ replace the defect(s) within a reasonable period (or within the period, if specified in the SCC), SPMCIL may proceed to take such remedial action(s) as deemed fit by SPMCIL, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which SPMCIL may have against the supplier.
- 17. Assignment**
- 17.1.** The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities, and obligations to perform the contract, except with SPMCIL's prior written permission.
- 18. Subcontracts**
- 18.1.** The Supplier shall notify SPMCIL in writing of all subcontracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.
- 18.2.** Subcontract shall be only for bought out items and sub-assemblies.
- 18.3.** Sub-contracts shall also comply with the provisions of GCC Clause 5 ("Country of Origin").



**19. Modification of contract**

- 19.1.** Once a contract has been concluded, the terms and conditions thereof will generally not be varied. However, if necessary, SPMCIL may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:
- (a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for SPMCIL,
  - (b) mode of packing,
  - (c) incidental services to be provided by the supplier
  - (d) mode of despatch,
  - (e) place of delivery, and
  - (f) any other area(s) of the contract, as felt necessary by SPMCIL depending on the merits of the case.
- 19.2.** In the event of any such modification/ alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/ or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier does not agree to the adjustment made by SPMCIL, the supplier shall convey its views to SPMCIL within twenty-one days from the date of the supplier's receipt of SPMCIL's amendment / modification of the contract.
- 19.3. Option Clause:** By a suitable provision in the SCC, the Purchaser may reserve the right to increase the ordered quantity by 25% at any time, till final delivery date of the contract, by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of Delivery Period.

**20. Prices**

- 20.1.** Prices to be charged by the supplier for supply of goods and provision of services in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its tender or during negotiations, if any, and incorporated in the contract except for any price adjustment authorized in the SCC.

**21. Taxes and Duties**

- 21.1.** Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to SPMCIL.
- 21.2.** Further instruction, if any, shall be as provided in the SCC.

**22. Terms and Mode of Payment:** Unless specified otherwise in SCC, the terms of payments would be as follows:

- 22.1.** Unless otherwise specified in SCC, usual payment term is 100% on receipt and acceptance of goods by the Purchaser and on production of all required documents by the supplier.
- 22.2. For Domestic Goods:** Unless otherwise specified in the SCC, payments to suppliers are usually made by account payee cheque or through ECS only. The tenderer shall give his consent in a mandate form for receipt of payment through NEFT (Section XIX); by attaching the same in the (Technical) Bid. Tenderer shall provide the details of Bank A/C in line with RBI guidelines for the same. These details will include Bank Name, Branch Name & Address, Account Type, Bank A/C No., and Bank & Branch Code as appearing on MICR cheque issued by bank. Tenderer shall also attach certificate from their bank certifying the correctness of all above-mentioned information. In case of non-payment through EFT, or where EFT facility is not available, payment may be released through cheque. The purchase order will contain the following details as furnished by the firm;
- (i) Account no. & Type
  - (ii) Bank Name & Code.
  - (iii) Branch name & Address.
  - (iv) Whether payment is through EFT or Cheque.



- 22.2.1.** Where the terms of delivery is FOR dispatching Station, the payment terms, depending on the value and nature of the goods, mode of transportation etc. maybe – 60% to 90% (as specified in SIT) on proof of despatch and other related documents and balance on receipt at site and acceptance by the consignee.
- 22.2.2.** Where the terms of delivery is CIF destination/delivery at site/FOR destination, usual payment term is 100% on receipt and acceptance of goods by the consignee and on production of all required documents by the supplier.
- 22.2.3.** Where goods to be supplied also need installation and commissioning by the supplier, the payment terms are generally as under:
- (a) For a contract with terms of delivery as FOR dispatching station
- 60% on proof of despatch along with other specified documents
  - 30% on receipt of the goods at site by the consignee and balance
  - 10% on successful installation and commissioning and acceptance by the user department.
- (b) For a contract with terms of delivery as CIF destination/ Delivery at site/FOR destination
- 90% on receipt and acceptance of goods by the consignee at destination and on production of all required documents by the supplier
  - 10% on successful installation and commissioning and acceptance by the consignee.
- 22.3. For Imported Good:** Unless otherwise specified in SCC, payments are made through an irrevocable Letter of Credit (LC).
- (a) Cases where Installation, Erection and Commissioning (if applicable) are not the responsibility of the Supplier – 100 % net FOB/FAS price is to be paid against invoice, shipping documents, inspection certificate (where applicable), manufacturers' test certificate, etc.
- (b) Cases where Installation, Erection and Commissioning are the responsibility of the Supplier – 80% - 90% net FOB/FAS price (as specified in the SCC) will be paid against invoice, inspection certificate (where applicable), shipping documents etc. and balance within 21 - 30 days of successful installation and commissioning at the consignee's premises and acceptance by the consignee.
- (c) Payment of Agency Commission against FOB/FAS Contract – Entire 100% agency commission is generally paid in Indian Rupees; after expiry of 90 days after the discharge of all obligations under the contract and after all other payments have been made to the supplier in terms of the contract. Tax deduction at source is applicable to the agency commission paid to the Indian agent as per the prevailing rules.
- 22.4.** Unless specified otherwise in the SCC, the following general conditions will apply for payment to the supplier.
- 22.5.** The payment shall be made in the currency / currencies authorized in the contract.
- 22.6.** The supplier shall send its claim for payment in writing as per Section XVIII – "Proforma for Bill for Payments", when contractually due, along with relevant documents etc., duly signed with date, as specified in SCC and in a manner as also specified therein.
- 22.7.** While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.
- 22.8.** The important documents which the supplier is to furnish while claiming payment are:
- Original Invoice
  - Packing List
  - Certificate of country of origin of the goods from seller's Chamber of Commerce.
  - Certificate of pre-despatch inspection by SPMCIL's representative/ nominee
  - Manufacturer's test certificate
  - Performance/ Warrantee Bond
  - Certificate of Insurance



- h) Clean on Bill of lading/ Airway bill/ Rail receipt or any other despatch document, issued by a government agency (like postal department) or an agency duly authorized by the concerned ministry/ department
  - i) Consignee's Certificate confirming receipt and acceptance of goods
  - j) Dangerous Cargo Certificate, if any, in case of Imported Goods.
  - k) Any other document specified.
- 22.9.** While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty, custom duty) from SPMCIL, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to SPMCIL, SPMCIL's share out of such refund received by the supplier. The supplier shall also refund the applicable amount to SPMCIL immediately on receiving the same from the concerned authorities.
- 22.10.** In case where the supplier is not in a position to submit its bill for the balance payment for want of receipted copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:
  - a) The supplier will make good any defect or deficiency that the consignee (s) may report within six months from the date of despatch of goods.
  - b) Delay in supplies, if any, has been regularized.
  - c) The contract price where it is subject to variation has been finalized.
  - d) The supplier furnishes the following undertakings:

"I/ We, \_\_\_\_\_ certify that I/ We have not received back the Inspection Note duly receipted by the consignee or any communication from SPMCIL or the consignee about non-receipt, shortage or defects in the goods supplied. I/ We \_\_\_\_\_ agree to make good any defect or deficiency that the consignee may report within three months from the date of receipt of this balance payment or six months from the date of despatch whichever is later.
- 23. Delay in the supplier's performance**
- 23.1.** The time for and the date specified in the contract or as extended for the delivery of the stores shall be deemed to be the essence of the contract and the supplier shall deliver the goods and perform the services under the contract within the time schedule specified by SPMCIL in the List of Requirements and as incorporated in the contract.
- 23.2.** Subject to the provision under GCC clause 28, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions besides any administrative action:
  - a) imposition of liquidated damages,
  - b) forfeiture of its performance security and
  - c) termination of the contract for default.
- 23.3.** If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform SPMCIL in writing about the same and its likely duration and make a request to SPMCIL for extension of the delivery schedule accordingly. On receiving the supplier's communication, SPMCIL shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.
- 23.4.** When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:
  - a) SPMCIL shall recover from the supplier, under the provisions of the clause 24 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.



- b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
- c) But nevertheless, SPMCIL shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.
- 23.5.** The supplier shall not despatch the goods after expiry of the delivery period. The supplier is required to apply to SPMCIL for extension of delivery period and obtain the same before despatch. In case the supplier despatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against SPMCIL.
- 24. Liquidated damages**
- 24.1.** Subject to GCC clause 28, if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, SPMCIL shall, without prejudice to other rights and remedies available to SPMCIL under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the ½% percent (or any other percentage if prescribed in the SCC) of the delivered price of the delayed goods and/ or services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 10% (or any other percentage if prescribed in the SCC) of the delayed goods' or services' contract price(s). During the above-mentioned delayed period of supply and / or performance, the conditions incorporated under GCC sub-clause 23.4 above shall also apply. In all such cases GST would also be applicable on LD.
- 25. Custody and Return of SPMCIL Materials/ Equipment/ Documents loaned to Contractor**
- 25.1.** Whenever stores are required to be issued to the firm/contractor for fabrication or prototypes or sub-assemblies are issued for guidance in fabrication, these would be issued against appropriate Bank Guarantee as specified in SCC. In addition to the Bank Guarantee, appropriate insurance may be asked if specified in the SCC.
- 25.2.** All drawings and samples issued to the contractor in connection with the contract must be returned by him. Final payment will be withheld if this is not done, besides any other sanction deemed fit by SPMCIL.
- 26. Termination for default**
- 26.1.** SPMCIL, without prejudice to any other contractual rights and remedies available to it (SPMCIL), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by SPMCIL pursuant to GCC sub-clauses 23.3 and 23.4.
- 26.2.** In the event of SPMCIL terminates the contract in whole or in part, pursuant to GCC sub-clause 26.1 above, SPMCIL may procure goods and/ or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the supplier and the supplier shall be liable to SPMCIL for the extra expenditure, if any, incurred by SPMCIL for arranging such procurement.
- 26.3.** Unless otherwise instructed by SPMCIL, the supplier shall continue to perform the contract to the extent not terminated.
- 27. Termination for insolvency**
- 27.1.** If the supplier becomes bankrupt or otherwise insolvent, SPMCIL reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation,





whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to SPMCIL.

**28. Force Majeure**

- 28.1.** In the event of any unforeseen event directly interfering with the supply of stores arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the Contractor shall, within a week from the commencement thereof, notify the same in writing to the Purchaser with reasonable evidence thereof. Unless otherwise directed by SPMCIL in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for a period of 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.
- 28.2.** Notwithstanding the provisions contained in GCC clauses 23, 24 and 26, the supplier shall not be liable for imposition of any such sanction so long the delay and/ or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 28.3.** In case due to a Force Majeure event SPMCIL is unable to fulfil its contractual commitment and responsibility, SPMCIL will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

**29. Termination for convenience**

- 29.1.** SPMCIL reserves the right to terminate the contract, in whole or in part for its (SPMCIL's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of SPMCIL. The notice shall also indicate inter-alia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- 29.2.** The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by SPMCIL following the contract terms, conditions, and prices. For the remaining goods and services, SPMCIL may decide:
- a) to get any portion of the balance completed and delivered at the contract terms, conditions, and prices; and / or
  - b) to cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

**30. Governing language**

- 30.1.** The contract shall be written in Hindi or English language following the provision as contained in GIT clause 2. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

**31. Notices**

- 31.1.** Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable or telex or facsimile and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.
- 31.2.** The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

**32. Code of Ethics, Obligations, Penalties and Punishments**

- 32.1. Code of Ethics:** Officers and staff of SPMCIL as well as Bidders, Suppliers, Contractors, and Consultants under SPMCIL contracts shall observe the highest standard of ethics and should not



indulge in following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

- (i) **“Corrupt practice”** making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process; **Anti-Bribery Management System (ABMS):** By participating in this tender, the suppliers/Vendors/Contractors are deemed to have undertaken that they shall not give or take, any financial or non-financial bribe, to or from anyone during the tender or during the execution of the contract thereafter and if they notice any such incident happening, they shall report it to Vigilance. **(It shall be incorporated in all tender including GeM tenders)**
- (ii) **“Fraudulent practice”** any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- (iii) **“Anti-competitive practice”** - any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness, and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- (iv) **“Coercive practice”** harming or threatening to harm, persons, or their property to influence their participation in the procurement process or affect the execution of a contract;
- (v) **“Conflict of interest”** –participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract from which particular procurement is linked; or if they are part of more than one bid in the procurement; or if their personnel have relationship or financial or business transactions with any officer in Procuring entity, who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain; and
- (vi) **“Obstructive practice”** - materially impede procuring entity’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the procuring entity’s rights of audit or access to information;

### 32.2. Obligations for proactive disclosures:

- i) Procuring authorities as well as bidders, suppliers, contractors, and consultants, are obliged under this Code of Integrity to suo-moto proactively declare any conflict of interest (coming under the definition mentioned above - pre-existing or as and when these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity.
- ii) Any bidder must declare, whether asked or not in a bid-document, any previous transgressions of such code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.

### 32.3. Penalties and Punishments

A particular violation of ethics may span more than one of above-mentioned unethical practices. Without prejudice to and in addition to the rights of the procuring entity to other penal provision as per the bid-documents or Contract, If the procuring entity comes to a conclusion that a (prospective) bidder or contractor directly or through an agent has violated



this code of ethics in competing for the contract or in executing a contract, the procuring entity may take appropriate measures including:

- a) Rejection and exclusion of the bidder from the procurement process;
- b) Calling off of any pre-contract negotiations and forfeiture or encashment of bid security;
- c) Forfeiture or encashment of any other security or bond relating to the procurement;
- d) Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
- e) Recovery of payments made by the procuring entity along with interest thereon at prevailing rate;
- f) Holiday Listing, Removal from the list of approved vendors and banning/ debarment of the bidder from participation in future procurements of the procuring entity for a period not less than one year;
- g) In case of Anti-competitive practices, information for further processing may be filed with the Competition Commission of India.
- h) Initiation of suitable disciplinary or criminal proceedings against any individual staff found responsible,

**33. Resolution of disputes**

**33.1.** If dispute or difference of any kind shall arise between SPMCIL and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either SPMCIL or the supplier may seek recourse to settlement of disputes through arbitration as per The Arbitration and conciliation Act 1996 as per following clause.

**33.2. Arbitration Clause:** If both parties fail to reach such amicable settlement, then either party (the Purchaser or Seller) may within 21 days of such failure give a written notice to the other party requiring that all matters in dispute or difference be arbitrated upon. Such written notice shall specify the matters which are in difference or of difference of which such written notice has been given and no other matter shall be referred to the arbitration.

**a) For Domestic Tenderers**

In the event of any question, dispute or difference arising under these Conditions or any Special Conditions of Contract or 'Instructions to Tenderers' or in connection with this contract (except as to any matters the decision of which is specifically provided by these Conditions or " (except as to any matters the decision of which is specifically provided by these conditions or Instructions to Tenderers' or the Special Conditions) the same shall be referred to the sole arbitration of a Gazetted Officer of the Purchaser, appointed by the Director General Currency, Directorate of Currency, Department of Economic Affairs, Ministry of Finance, Government of India. The Gazetted Officer to be appointed as Arbitrator, however, will not be one of those who had an opportunity to deal with the matters to which the contract relates or who in the course of their duties had expressed views on all or any of the matters under dispute or difference. The award of Arbitrator shall be final and binding on the parties to this contract. Subject as aforesaid, the Indian Arbitration and Conciliation Act, 1996 and Arbitration and Conciliation (Amendment) Act, 2015, the rules there under and any statutory modification or re-enactment thereof, shall apply to the arbitration proceedings under this agreement.

**b) For Foreign Tenderers**

In the event of any dispute or difference arising between the parties hereto relating to any matter arising out of or connected with this agreement, such dispute or difference shall be referred to the award of two Arbitrators, one Arbitrator to be nominated by the Purchaser and the other to be nominated by the contractor or in the case of the said Arbitrators not agreeing, then to the award of an Umpire to be appointed by the Arbitrators in writing before proceeding with the reference, and in case the Arbitrators cannot agree to the Umpire, who may nominated by the Chief Justice of India. The award of the Arbitrators, and in the event of their not agreeing, of the Umpire



- appointed by them or by the Chief Justice of India, shall be final and binding on the parties. Subject as aforesaid, the Indian Arbitration and Conciliation Act, 1996 and Arbitration and Conciliation (Amendment) Act, 2015, the rules there under and any statutory modification or re-enactment thereof, shall apply to the arbitration proceedings under this agreement. The venue of the arbitration in all cases shall be in India.
- 33.2.1 In the event of the arbitrator dying, neglecting, or refusing to act, or resigning or being unable to act for any reason or his award being set aside by the court for any reason, it shall be lawful for the authority appointing the Arbitrator to appoint another Arbitrator in place of the earlier Arbitrator in the manner aforesaid.
- 33.2.2 The arbitrator may from time to time, with the consent of all the parties to the contract enlarge, the time for making the award.
- 33.2.3 Upon any and every such reference, the assessment of the cost incidental to the reference and award respectively shall be at the discretion of the arbitrator.
- 33.2.4 Work under the contract, if reasonably possible, may continue during the arbitration proceedings and no payment due to or payable by the Purchaser shall be withheld on account of such proceedings.
- 33.2.5 In this clause the authority to appoint the arbitrator includes, if there be no such authority, the officer who is, for the time being discharging the functions of that authority, whether in addition to other functions or otherwise.
- 33.2.6 All arbitrations shall be subject to Indian Laws. The arbitration proceeding shall be held in New Delhi, India and shall be conducted in English language. All documentation to be reviewed by the arbitrators and/ or submitted by the parties shall be written or translated into English.
- 34. Applicable Law**
- 34.1. The contract shall be interpreted in accordance with the laws of India.
- 34.2. Irrespective of the place of delivery, or the place of performance or the place of Payments under the contract, the contract shall be deemed to have been made at the place from which the notification of acceptance of the tender has been issued.
- 34.3. The courts of the place from where the notification of acceptance has been issued – shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.
- 35. Secrecy**
- 35.1. The Contractor shall take all reasonable steps necessary to ensure that all persons employed in any work in connection with the contract, have full knowledge of the Official Secrets Act and any regulations framed thereunder.
- 35.2. Any information obtained in the course of the execution of the contract by the Contractor,; his servants or agents or any person so employed, as to any matter whatsoever, which would or might be directly or indirectly, of use to any enemy of India, must be treated secret and shall not at any time be communicated to any person.
- 35.3. Any breach of the aforesaid conditions shall entitle the Purchaser to cancel the contract and to purchase or authorise the purchase of the stores at the risk and cost of the Contractor, In the event of such cancellation, the stores or parts manufactured in the execution of the contract shall be taken by the Purchaser at such price as he considers fair and reasonable and the decision of the Purchaser as to such price shall be final and binding on the Contractor.



## Part II: Additional General Conditions of Contract for specific Types of Tenders:

### 36. Disposal/ Sale of Scrap by Tender

36.1 During the currency of contract, no variation in price or rate shall be admissible.

### 36.2 Payment and Default

36.2.1 Payment may be made in the form of Demand Draft /Pay order issued by any scheduled commercial bank and drawn in favour of the Account mentioned in the NIT.

36.2.2 No interest will be paid to the purchaser for the amounts paid or deposited with the SPMCIL and subsequently found refundable to the purchaser under any of the conditions of the contract.

36.2.3 If the purchaser fails to deposit sale value for a sold lot within the allowed period as per relevant clause SPMCIL may forfeit the security deposit. Requests for an extension of this period, made by the purchaser may be considered by the SPMCIL and may at its discretion, on the merits of the case, allow further time not excluding 50 days from the date of the contract. Interest shall be leviable on such amount at a rate 2% per annum higher than the PLR of State Bank of India, from the date of expiry of the payment date to actual date of payment (actual date of payment inclusive).

36.2.4 The lot or lots in respect of which forfeiture has been made, shall be deemed to have been abandoned by the purchaser to all intents and purposes and may be re-sold or otherwise disposed of at the discretion of the SPMCIL without reference to the purchaser concerned and without incurring any liability on part of SPMCIL whatsoever in respect there under.

36.2.5 In case extension is granted by SPMCIL and due to late payment of sale amount the delivery cannot be completed by the purchaser, in accordance with the relevant clause of Special Conditions of Tender sale, then ground rent shall also be leviable as per relevant clause of Special Conditions of Tender sale.

36.2.6 On production of proof of having made payment, nominated authority shall issue a delivery order authorizing the purchaser to take delivery of the Scrap Materials.

### 36.3 Deliveries, Delays and Breach of Contact

36.3.1 The Title of goods or material sold shall not be deemed to have been passed to the Purchaser/Bidder until and unless the full and final payment has been made by the purchaser, in accordance with the contract to the SPMCIL and the authorized Officer has issued the Delivery Order in favour of the purchaser. The materials sold may be removed from the premises only on production of the cash receipt for the payment and a delivery order from the Officer authorized by the SPMCIL.

36.3.2 Unless specified otherwise in SIT, delivery period for lifting of material shall be within 60 days from the date of finalization of contract agreement.

36.3.3 The work of delivery will be supervised by Stockholder or his authorized representative, representative of accounts Department and Security Staff duly authorized by SPMCIL for the propose of delivery. Delivery will be allowed during working hours.

36.3.4 No delivery of or materials sold shall be given on Sundays, Gazetted holidays and other shall holidays observed by SPMCIL. The delivery of the goods or material shall be affected from the premises concerned only during its normal working hours. In order to complete the delivery within the working hours all loadings must cease half an hour before the normal closing time of the concerned premises. The decision of the SPMCIL with regard to the working hour shall be final and binding on the purchaser. Purchaser will not be allowed to lift the Scrap Material from more than one location at a time.

36.3.5 The purchased stores will be carried away by the purchaser at his risk and no claims against the SPMCIL will be entertained for shortage in weight which may be discovered after the materials have left the premises wherefrom delivery is taken. If required the purchaser shall provide his own bags, cases, or other receptacles for the removal of the scrap.

36.3.6 The SPMCIL shall not be responsible for any accident that may occur to purchaser's labours/servants for any reasons whatsoever. The purchaser will himself have to ensure the



safety of his workers and shall be liable to pay claims, whatsoever if any. SPMCIL will not carry any responsibility of such payments. The purchaser will be responsible to supply personal protection equipments to his labour/servant and staff and no additional charges are admissible for the same.

- 36.3.7** The materials sold, shall be removed by the purchaser within the period specified in relevant clause of Special Condition of Sale.
- 36.3.8** If due to any default on the part of the SPMCIL, the purchaser is unable to remove the materials sold within the specified period, the SPMCIL may extend the period therefore and in such an event purchaser will be entitled to take delivery of the goods or the materials sold within such extended Delivery period.
- 36.3.9** If contractor fails to lift sold scrap within the specified period, penalty shall be levied at the rate of 0.5% per day of the value of un-removed Scrap. Moreover, the material shall remain at the purchaser's risk until removal thereof. Further SPMCIL will be entitled to charge the ground rent as stated in relevant Para of SCC, for the area in which the materials sold are kept or stored – which would be recovered by the SPMCIL from the Purchaser before removal of the material and in the event of default in payment thereof, the SPMCIL at its discretion shall be entitled to order the re-sale of such materials and forfeit the Security deposit or sale amount or both, paid by the purchaser.
- 36.3.10** If the purchaser makes slow progress with his contract and the SPMCIL is of opinion that he may fail to fulfil the contract within the time specified in the conditions of sale, it will be lawful for the SPMCIL to cancel the whole contract or such portion thereof as may not have been completed and the SPMCIL shall be at liberty to dispose off the goods in any manner at the risk and expense of the purchaser.
- 36.3.11** The purchaser will have to comply with the provisions of the Contract Labour (Regulations and Abolition Act 1970 and Central Rules 1971 and obtain license from the Assistant Labour Commissioner or the competent authorities empowered to issue such license. Any failure on the part of the purchaser in this regard will be at his risk and consequences. He shall comply with Workman's Compensation Act 1923, Payment of Wages Act 1936, and Minimum Wages Act 1948 and all the other related statutory and legal provisions and obligations. The purchaser shall also indemnify the SPMCIL against any claim / liabilities that may occur to the contractor's labours and servants due to any reasons whatsoever.
- 36.3.12** If the purchaser makes default in complying with any of the condition of the contract, the sale of lot or lots in respect of which such default is made may be cancelled and such lot or lots may be put up again for sale and in such an event if a lower price is offered and accepted for such lot or lots then the purchaser shall be liable to pay the difference in price thereof together with all expenses occasioned by such resale in default to the SPMCIL provided further that the purchaser in default shall not be entitled to claim any profit which may arise from such resale.



## **SECTION V: SPECIAL CONDITIONS OF CONTRACT (SCC)**

The following Special Conditions of Contract (SCC) will apply for this Purchase. The corresponding clauses of General Conditions of Contract (GCC) relating to the SCC stipulations have also been incorporated below.

These Special Conditions will modify/ substitute/ supplement the corresponding (GCC) clauses. Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

(Clauses of GCC listed below include a possibility for variation in their provisions through SCC. There could be other clauses in SCC as deemed fit)

<b>S. No</b>	<b>GCC Clause No.</b>	<b>Topic</b>	<b>Modify/ Substitute/ Supplement</b>	<b>SCC Provision</b>
1	6.1, 6.3 & 6.5	Performance Bond/ Security	Modify	SCC-1 (Mentioned below)
2	8.2	Packing and marking	-	Not applicable
3	9	Inspection and Quality Control	-	Not applicable
4	11.2	Transportation of Domestic Goods	-	As applicable
5	12.	Insurance	Modify	SCC-2 (Mentioned below)
6	14.1	Incidental Services	-	As applicable
7	15	Distribution of Despatch Documents for clearance/ Receipt of Goods	-	Not applicable
8	16.2, 16.4	Warrantee Clause	Modify	SCC-3 (Mentioned below)
9	19.3	Option Clause	Modify	SCC-4 (Mentioned below)
10	20.1	Price Adjustment Clause		As applicable
11	21.	Taxes and Duties	Modify	SCC-5 (Mentioned below)
12	22.	Terms and Mode of payments	Modify	SCC-6 (Mentioned below)
13	24.1	Quantum of LD	Modify	SCC-7 (Mentioned below)
14	25.1	Bank Guarantee and Insurance for Material Loaned to Contractor		Not applicable
15	33.1	Resolution of Disputes		As applicable



### **SCC-1: Performance Bond/ Security:**

The successful bidder shall furnish Security Deposit within 21 days of issue notification of award of contract/LOI in the form of unconditional Bank Guarantee (including e-Bank Guarantee) Account Payee Demand Draft or Fixed Deposit Receipt/ Insurance Security Bonds or online payment, from any scheduled commercial Bank of India in favor of the "India Government Mint, Noida", for 5% value of the purchase/work order valid upto 60 days beyond the date of completion of all contractual obligations by the supplier, including the warranty obligations. EMD shall be refunded/ returned without any interest on request of the bidder and after receipt of Performance Bank Guarantee and signing of the contract with successful bidder.

### **SCC-2: INSURANCE**

- i. During the Contract period, all insurance shall be taken by the Contractor and related expenses shall be borne by the Contractor. The Owner shall not incur any financial loss.
- ii. In case of any loss or damage or pilferage or theft or fire accident or combination of the said incidents etc. under the coverage of insurance, the Contractor shall lodge the claim as per rules of insurance. Any FIR required to be lodged to local Police Station shall be the responsibility of the Contractor.
- iii. The Contractor shall arrange for providing insurance coverage to its workmen under Workmen's Compensation Act or similar Rules and Acts as applicable during execution of work for covering risk against any mishap to its workmen. The Contractor shall also undertake a Third-Party Insurance. The Owner shall not be responsible for any such loss or mishap.

### **SCC-3: Warranty Clause**

Warranty of New 750 KVA DG set shall be 24 months from the final acceptance of DG set.

02 years onsite comprehensive warranty from the date of commissioning and handing over of 750 KVA DG set must be provided by the agency.

During the warranty period, quarterly visits should be arranged for the checking of 750 KVA DG healthiness. The Engineer should visit the site for quarterly checkups and maintenance of 750 KVA DG, during the period of 02 years onsite comprehensive warranty.

If the break-down occurs at any time during the warranty period, the engineer has to attend & rectify the fault in 750 kVA DG set and associated accessories at the site. The restoration time for availability of system shall be within 12 hours. Post 24 Hrs, a penalty of Rs. 750/day will be charged from the vendor.

All defective components and used items like coolant, lubricating oil, air filters, fuel filters, lub. oil filters shall be replaced by the agency free of cost during 24 months comprehensive warranty period from the date of commissioning, as per operation & maintenance guidelines of the OEM.

### **SCC-5: Taxes and Duties**

Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to SPMCIL. If the tenderer fails to include taxes and duties as per law of the land in the tender, no claim thereof will be considered by purchaser at a later stage.

### **SCC 6: - Terms and Mode of payments:**

100% payment after completion of erection, testing and commissioning and handing over to the India Government Mint, Noida.





### SCC 7: - Quantum of LD

if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, or extended date of completion, IGM Noida shall without prejudice to any other right or remedy available to IGM, Noida under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the  $\frac{1}{2}\%$  percent of the delivered price of the delayed goods and/ or services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 10% of the delayed goods' or services' contract price(s). During the above-mentioned delayed period of supply and / or performance, the conditions incorporated under GCC sub-clause 23.4 above shall also apply. In all such cases GST would also be applicable on LD.



## **SECTION VI: LIST OF REQUIREMENTS**

<b>Schedule No.</b>	<b>Brief Description of goods and services (Related Specifications etc. are in Section-VII)</b>	<b>Accounting Unit</b>	<b>Quantity</b>	<b>Amount Earned Money</b>	<b>of</b>	<b>Remark</b>
1	Supply, Installation, testing and commissioning of 750 KVA Diesel Generator at mint, noida on turnkey basis.	AU	1.0 Job	Rs.2,00,000		

**Required Delivery Schedule:** - The bidder has to complete installation/commissioning/functional test of the 750 kVA DG set, AMF panel, Battery Charger including protection devices within in 06 (Six) months from the date of award of contract.

### **SCOPE OF WORK:**

Supply, Installation, Testing and Commissioning of 750 KVA Diesel Generator at Mint, Noida. This contract comprises of

- (a). The work of supply, installation, testing and commissioning of 750 kVA Diesel Generator set including AMF panel, Battery charger, associated cabling etc. at India Government Mint, Noida which is inclusive of transportation, transit insurance, loading, unloading and storage of all materials at site.
- (b). Synchronization of supplied 750KVA DG set with existing 500KVA DG, Final Acceptance test will be carried out for synchronization of both DG sets. Complete Synchronization for supplied 750KVA Dg set and existing 500KVA DG set is in scope of successful bidder
- (c). Supply and Retrofitting of 2500Amp ABB ACB and retrofitting of 2500Amp ABB ACB in place of 800Amp ABB ACB (SACE PR 122/P-LSIG, SACE Emax E2). 800Amp ACB will be non-returnable.
- (d). Dismantling of existing working 750 kVA Diesel Generator set, DG control panel, AMF panel and other associated system.
- (e). Laying and termination of power cables from DG set location to LT MCC of sub-station of India Government Mint, Noida.
- (f). Laying and termination of control cables.
- (g). Providing necessary earthing for new 750 kVA DG set as per Indian Standards.
- (h). Testing & commissioning of 750 kVA Diesel Generator set as per approved Quality Plans, Field Quality Plans and erection & commissioning procedures
- (i). BOQ, drawings, Manuals and contract terms & conditions of contract.
- (j). Buyback of existing working 750 kVA Diesel Generator set.

The bidders shall read the technical specifications, Bill of Quantity (BOQ), Quality Plans and terms & conditions of the tender carefully and must visit NOIDA before quoting rates.

## **INSTRUCTION TO BIDDERS: -**

### **Sufficiency of tender:**

- 1.The bidders are advised to visit India Government Mint NOIDA before quoting rates to familiarize with the nature of work. The work is to be executed at India Government Mint NOIDA.
- 2.Bidders are advised to clarify their doubts/ queries prior to bid submission date. Post bid queries may not be entertained.
- 3.The bidder shall be deemed to have satisfied himself before quoting, about the correctness and sufficiency of this tender for the works mentioned and the bidder shall be deemed to have satisfied himself before quoting about the rates and prices quoted in the schedule of Quantities/Bill of Quantity (BOQ), which rates and prices shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and commissioning of the works. The scope of work shall also include all such materials, items and services which are not specifically mentioned in the tender documents but which are essential for successful completion of the work, unless otherwise specifically excluded in the tender documents.
- 4.After the award of contract, the bidder is to submit detailed engineering drawings, General Arrangement drawings, Quality Plans, Bought out items list and Wiring diagrams of DG set, AMF Panel, Battery charger and other equipment. The work is to be executed after India Government Mint, Noida approval only.
- 5.The party has to submit detailed bill of material and technical specification, along with the GA, POWER and control circuit drawings for approval of department.
- 6.The 750 kVA DG set is to be manufactured as per the drawings and Manufacturing Quality Plans approved by IGM, NOIDA Foundation for 750 kVA DG set:
- 7.After dismantling of existing working 750 kVA Diesel Generator set, the bidder is to inspect the existing foundation to check its suitability for installation of new 750 kVA DG set. If the existing foundation is found not suitable, the bidder is to do the engineering for installation of new DG set and submit foundation drawing and other drawings for IGM, NOIDA approval.
- 8.Construction of new foundation/any alteration in existing foundation, if required for installation of new 750 kVA DG set as per approved drawing from IGM,NOIDA. Construction of new trench or modification of existing trench with trench cover all are in the bidder scope.
- 9.All Civil works are in the scope of bidder for the installation.

### **Safety:**

- 10.The contractor shall ensure proper safety of the workmen, material, plant & equipments belonging to him or to IGM NOIDA or to others working at site. The contractor shall also be responsible for provision of all safety rules and safety equipment required both by the relevant legislation of government and the Engineer-in-Charge as may be deemed necessary.
- 11.Contractors have to comply all the statutory norms and standard practice while execution at site. The working manpower must wear required PPEs and special safety gears required for the job. Contractor shall be fully responsible for safety of his workers and in case of any accident/mishap; the entire



responsibility shall be on the contractor. The work shall be executed without any loss/ damage to the IGM, NOIDA property.

12. The safety of contractor's worker/staff is the responsibility of the contractor

13. All the rules and regulations prevailing and applicable from time to time as directed by IGM, NOIDA will be strictly adhered to by the contractor.

**Removal of waste material/ scrap:**

14. The contractor shall keep the site clean and remove and dispose of all waste material & rubbish etc. from the site and take necessary actions to comply with health and hygiene regulations. The site shall be clean and tidy to the satisfaction of the Engineer-in-Charge.

15. The party shall ensure periodic cleaning of work sites and removal of all waste material, packing material and leftovers and their proper disposal.

**Material Entry gate pass:**

16. All material required to be used by the contractor shall be brought into premises of IGMN, with proper gate passes and authentic document with regard to the materials and the material shall be inspected and approved by Engineer-in-Charge before its use.

17. Contractor shall be responsible for getting the gate passes issued, duly signed by appropriate authority for the persons working under him.

**Work Execution at site:**

18. The contractor shall setup his site organization and bring all the plant, equipments & labour etc. If during currency of contract, it is found by the Engineer-in-Charge that the progress of work is not satisfactory, the contractor shall mobilize additional resources such as plant, equipment, material & labour as may be required by the Engineer-in-Charge for satisfactory progress of the work.

19. As the work is to be carried out in existing operational facility the party has to employ competent manpower and supervisory personnel.

20. The contractor should approach Engineer-in-Charge for electric supply point(s) and all electric connection circuit shall be drawn only with his approval. In case of noncompliance of the above, or in case of any mishap or accident occurring, Engineer-in-Charge may deduct any amount(s) as penalty/compensation as his sole discretion.

21. All jobs shall be carried out in an approved manner to the entire satisfaction of the Engineer-in-Charge.

22. The contractor shall ensure that the DG set is dismantled carefully without damage to any part/parts. However, if there is already any damage to any part, the same is to be shown/ intimated to the Engineer-in-Charge before dismantling of the equipment.

23. The dismantled 750 kVA DG set is to be kept in a clean place as decided by the Engineer-in-Charge and the dismantled DG set is to be covered properly and the safe custody of the parts/equipments of dismantled DG set from damage, theft, pilferage shall be the responsibility of the contractor.

24. PROJECT SEQUENCE: - First new 750KVA DG set AND ITS ASSOSERIES will arrive at IGMN, after that dismantling of Old 750 kVA DG set is permitted. The work is to be taken up with consultation and co-ordination with IG Mint Noida so that production or supply is effected minimum.



25. The recovery in respect of any spare which is damaged due to negligence of the contractor shall be made at the rate as mentioned in the price catalogue of the manufacturer or any other source along with the overheads. 26. All consumables, wastages and damages shall be on the account of the contractor.

26. The work shall be carried out with good engineering practices by deploying qualified manpower as per the instructions of Engineer-in-Charge and in line with the technical specifications & BOQ. Regarding acceptance of quality of work executed, the decision of Engineer-in-Charge shall be final and binding.

27. Earthing of new DG system is to be done as per IS/IEC standards.

28. Any item though not specifically mentioned, but is required to complete the works in all respect for its safe, reliable, and efficient and trouble-free operation of 750 kVA DG set along with accessories shall also be taken to be included and same shall be supplied and erected by the party without any extra cost.

29. All wiring shall be properly supported, neatly arranged, readily accessible and securely connected to equipment, terminal and terminal blocks to be used for this purpose.

30. Printed ferrules marked to correspond with panel wiring diagram shall be fitted at both ends of each wire.

31. The bidder must have valid electrical license throughout the contract period.

#### **Commissioning & Testing:**

32. All testing instruments, testing kit, tool & tackles required for erection, testing, commissioning of the DG set, AMF Panel, Battery Charger and the protection system will be arranged by the contractor at site. The party also shall produce a valid certificate of calibration for all measuring instruments used.

33. Preparation & submission of test reports, commissioning records after completion of work will be in the scope of the contractor.

34. Transportation, transit insurance, loading, unloading of existing 750 kVA DG set and associated accessories etc. is to be done by the vendor from NOIDA to its own location.

35. If successful bidder's work and services are not found satisfactory, the contract will be terminated by serving a notice of Non-Performance and performance bank guarantee deposited with IGM, NOIDA shall be forfeited.

#### **Scrap of existing 750 kVA DG set**

The vendor is to buyback the existing 750 kVA DG set installed at India Government Mint, NOIDA .

#### **Details of Existing 750 kVA DG set for Scrap.**

1. Engine Make: Cummins
2. Engine model: KTA2300G Engine no 25291971 Sr No 37091
3. Manufacturing date: 2004
4. Date of installation: IN 2004
5. Generator Rating: 750 KVA
6. Total running hours of the DG set: approx. 2374 Hrs.



**OTHERS TERMS & CONDITIONS Work Experience:** - The bidder should have executed successfully minimum one same or higher capacity DG Set installation in last 3 years. Certificate to be provided.

- i. Single Source Power Assurance from OEM - The engine, alternator, after treatment system, control system and Battery, manufactured from same brand.
- ii. Engine –6 cylinder, In-line 4 stroke, radiator cooled engine.

Engine Displacement: Not More than 19L

Alternator: PMG as standard. BHP- Not More than 890

Fuel consumption- Not More than 116.8 Litre/Hr at 75% load

No deration at 50 degree C ambient conditions

Fuel System: Full authority electronic engine

Single manufacturer for EATS (After Treatment System), engine and alternator.

Integrated control module for engine and EATS

Compliances as per latest CPCB-IV+

Remote monitoring system.

500 Hrs or 1 year service interval Pre filled engine oil with first change only after 500 Hrs or 1 year.

4G Telematics with monitoring & Diagnosis and Device location using triangulation

ivOEM or Authorized Seller of OEM should have a own REGISTERED office in Noida/NCR to provide after sales service support at consignee site.

vElectrical License - Bidder should have " A" Class electrical license. The Bidder must obtain NOC from the Vidhut Suraksha Department in Uttar Pradesh

viServices Supports - Service Centre should be in NOIDA. Supplier provide contact number and name Address.

## **DIESEL GENERATORS**

**(1.00.00)**

CODES AND STANDARDS

DIESEL ENGINE IS -10000, BS- 5514

INTERNAL COMBUSTION ENGINES (12 PARTS) IS -10000

SPEED OF DIESEL GENERATOR BS649 / 195B

ALTERNATOR IS-4722/IEC-60034,

IS12065, IS12075

PERMISSIBLE LIMITS OF NOISE LEVEL OF ROTATING IS 12065 MACHINES

MEASURE, EVALUATION AND LIMIT OF VIBRATION IS 12075

SEVERITY OF ROTATING ELECTRICAL MACHINES

SHAFT 65 mm DIA OR HIGHER

DIESEL FUELS – SPECIFICATIONS IS1460

RECOMMENDED PRACTICE FOR HOT-DIP GALVANIZING IS 2629 OF IRON AND STEEL

METHODS FOR TESTING UNIFORMITY OF COATING OF IS 2633 ZINC COATED ARTICLES

CODE OF PRACTICE FOR FIRE – SAFETY IS 3034

RECIPROCATING INTERNAL COMBUSTION ENGINES ISO 3046, ISO 15550

OSID STANDARD ON LIGHTENING PROTECTION, OISD-GDN-180



**(1.01.00)**

The installation work shall conform to Indian Electricity Act and Indian Electricity Rules as amended up to the date this specification is issued. Any approval required from statutory authorities shall be obtained by the Contractor. Nothing in this specification shall be construed to relieve the Contractor of this responsibility.

**(1.02.00)**

Equipment complying with other internationally accepted standards such as ASA, IEC, BS, VDE etc. will also be considered if they ensure performance and constructional features equivalent to or superior to standards listed above. In such a case, the Bidder shall clearly indicate the standard(s) adopted and also furnish a copy in English of the latest revision of the standards alongwith copies of all official amendments in force as on date of opening of bid. Bidder shall clearly bring out the salient features for comparison.

**TYPE ,,**

**(2.00.00)** Diesel Engine ,,Stationary type, turbo charged and water cooled. ,,

**(3.00.00)** ,,TECHNICAL REQUIREMENTS

- a) ,,Ambient temperature ,,50 degree. (to be considered for deration of alternator)
- b) ,,Relative Humidity ,, ,,100%
- c) ,,Fuel ,, ,,HSD Fuel as per IS 1460
- d) ,,Rated Speed ,, ,,1500 rpm
- e) ,,Governor (Electronic Type) ,,A1 type as per BS:5514
- f) ,,Vibrations ,, ,, Max. 250 microns peak to peak with anti-vibration pads
- g) ,,Starting ,, ,,Electrical self starting
- h) ,,Fuel service tank ,, ,,990 litres
- i) ,,Air intake system Dry type air filter, 15 micron size or better with 90% efficiency or better
- j) ,,Cooling Forced water cooled for Engine & Air cooled for Alternator.
- k) ,,Paint Shade Grey RAL9002

**(4.00.00) GENERAL**

**(4.01.00)** 750 KVA, 415V, 50Hz, 3Phase DG set to be supplied at India Government Mint Noida

**(4.02.00)** The DG set shall come in to operation in the event of power failure at India Government Mint Noida

**(4.03.00)** DG set including stack height, acoustics, air emission and fuel oil supply & storage installation shall meet the requirement given by gazette notifications of Ministry of Environment, Forest and Climate Change time to time, guidelines of Central Pollution Control Board (CPCB), Commission for Air Quality Management (CAQM) in National Capital Region, all statutory requirement of Govt. of India and State Pollution Board Guidelines & as updated as on date of bid opening date. Present emission norms as notified by Ministry of Environment, Forest and Climate Change has been titled as Annexure-1 at the end of this document. Necessary lightening protection shall be provided by the bidder for the stack as per statutory and safety requirements. Bidder shall furnish overload capacity with a variation in ambient temperature.



**(4.04.00)** DG Set shall be located inside acoustic enclosure and suitable for outdoor duty. The DG set is to be installed in the existing space after removal of existing 750 kVA DG set at India Government Mint Noida premises. The bidder must visit the site to check availability of space to suit its design before participating for this bid. If required, the necessary approval of the installation from statutory authorities shall be taken by bidder. The exhaust shall be discharged through a silencer & stack at a sufficient height as per statutory norms by CPCB, Commission for Air Quality Management (CAQM) in National Capital Region. Necessary lightning protection as per OISD standard OISD-GDN-180 shall be provided by the bidder for the stack

**(4.05.00)** The generating set shall be suitable placed and enclosed so as to meet the technical, functional and statutory requirement like Noise level, IP protection etc.

**(4.06.00)** Critical speed of the machine shall not be lesser than 120% of the normal speed.

**(4.07.00)** All couplings shall be capable of withstanding the maximum generator sudden short circuit torque. Necessary ducting, piping, valves, drains, etc. shall also be provided.

**(4.08.00)** Maintenance and erection tools and tackles for all the equipment shall be provided by the bidder.

**(4.09.00)** The DG set shall also be able suitable for 12 hours continuous running of which one hour at 10% overload at rated speed.

**(4.10.00)** BHP rating of the engine shall be Limited-time running Power (LTP) as per ISO 8528-1 considering deration for 50 deg C ambient temperature

**(4.11.00)** The DG set shall be able to deliver specified net electrical out put while supplying power / driving all electrical and mechanical auxiliaries connected to alternator terminals and engine shaft.

#### **(4.13.00) DUCTING, PIPING VALVES AND FITTINGS**

**(5.00.00)** The engine shall be supplied with all necessary silencer, exhaust, piping, valves and fittings for the fuel oil, lubricating oil, engine starting, air inlet and engine exhaust system, along with expansion joints, drain plugs, flanges and their support structure etc.

**(5.01.00)** Necessary starters for ventilation fans/ exhaust fans / acoustic enclosure and priming pump motors etc. shall be in the scope of the agency along with necessary AC distribution board, cables and cabling. Distribution board shall be metal enclosed, compartmentalized, wall/structure mounted and shall be fabricated out of cold rolled sheet steel of thickness 1.6mm with degree of protection of IP-54.

**(5.02.00)** The same shall be provided inside the acoustic enclosure. The alternator outgoing supply of DG Set shall be fed into bidder's breaker panel.

#### **(6.00.00) OPERATIONAL REQUIREMENTS**

##### **Starting and Control.**

The 750 kVA DG Set shall be controlled independently through separate control panel. It shall also have auto initiation through a 'No volt relay 'and' Auto position of auto/manual selector switch. Subsequent loading of the set shall also be automatic up to a preset value. It shall also have auto initiation through command from remote panel/ central control room. The DG set shall have suitable control arrangement





so as to meet functional/control requirement mentioned elsewhere in the specification. Necessary relays, contactor etc for the purpose shall be included. Also three (3) attempt starting facility shall be provided.

The starting time required from the initiating signal until the operating speed and voltage is attained and the engine and generator are ready to take load, shall not be greater than 30 seconds. Three attempt starting facility shall be provided either by using two impulse timer and a summation timer or by using microprocessor based controller along with auxiliary panel if any. The DG set shall lockout automatically in case of failure of above. The DG shall be capable of being stopped manually from remote as well as local. Interlock shall be provided in DG control panel to prevent shutting down operation (when in auto mode) as long as the circuit at generator output is closed.

For electrical self starting system the source of energy shall be batteries backed up by battery chargers which shall be supplied by the agency.

The starter motor shall conform to IS: 4722.

The fuel oil system and the lubricating oil shall also start operating simultaneously and automatically as soon as a starting impulse is received to obviate any chance of seizure of the piston and bearing as well as air locking in fuel supply system. Battery and Battery Charger The battery for starting the engine shall be capable of performing six (6) normal start without recharging The charger shall be protected by a suitable current limiting device. The battery shall be sized for site minimum temperature. Battery and battery charger shall also feed the control supply of DG control panel. The minimum voltage at the end of load cycle shall not be less than 1.75 volts per cell.

A suitable battery charger shall be housed inside the panel to recharge the battery within ten hours. The battery charger shall be SMPS based automatic and shall be complete with the following

- a. DC voltmeter
- b. DC Ammeter

c. Float / Boost selector switch Auto / Manual selector switch for Boost to float change over.

d. The charger shall have necessary filters to reduce the ripple factor less than three (3) and suitable dropping characteristics by means of choke and/ or suitable input transformer impedance to automatically reduce the charging current as the battery gradually charges up.

The battery shall be of at least 24V 360 AH or 2 sets of 2 numbers of 12 V, 180 AH battery connected in parallel and shall conform to the requirements of IS : 7372 /IEC:60095. The battery with Polypropylene containers meeting the other technical requirements of IS: 7372 may be acceptable.

## **(7.0) DIESEL GENERATOR CONTROL PANEL**

The local control panel shall be of robust construction, floor mounting, free standing type made of 2.0 mm thick CRCA sheet steel including doors and Partition. Neoprene gaskets shall be provided between all openings and joints. It shall be provided with hinged door with locking arrangement. The control panels shall have IP-54 degree of protection as per IS: 13947 Part-I.

Control panel with provision for local starting shall be provided. This shall incorporate all controls required for starting, monitoring, regulating and stopping DG set. It shall be equipped with all necessary instrumentation to provide adequate surveillance of DG set under all operating conditions including 'Standby'.

All cables shall be bottom entry. Enough space shall be provided in the control panel for easy access during maintenance and repairs. A tinned copper/ aluminum bus-bar of adequate dimension shall be provided for earth connection complete with nuts and bolts as required for external connection to earth grid. CT shorting links, test terminal blocks etc. shall be provided. All the equipment mounted inside the control panel shall be identified by lamicoid labels/ stenciling by paint. Panel shall be provided with panel illumination lamp operated by the door switch and thermostat-controlled space heater. Control panel



shall be furnished complete with all accessories and wiring for safe and trouble free operation of the system.

The Control panel shall be complete with the following

(i) Microprocessor base control unit Microprocessor base control unit with following.

- (a.) Voltage sensing mains supply failure monitor
- (b.) Auto engine start / stop & failure to start lock out.
- (c.) Generator voltage & frequency sensing
- (d.) Selector switch and push button to facilitate remote starting/stopping, speed & voltage control
- (e.) Manual / Auto / Test selector switches
- (f.) DG start /stop push button
- (g.) DG Incomer Breaker close / trip push button
- (h.) Mains breaker close / trip push button
- (i.) Auto/manual Speed adjustment
- (j.) Auto/manual Voltage adjustment
- (k.) Auto/manual selector switch for priming pump motor (if required)

(ii) LED indication lamps

LED indication lamp shall be provided for the following

- (a.) 'DG ON' indication lamp'
- (b.) DG Breaker ON' indication lamp
- (c.) 'Mains ON' indication lamp
- (d.) 'Mains Breaker ON' indication lamp.
- (e.) Charger ON indication lamp.

(iii) Annunciation Annunciation for the following shall be provided with fault indication, alarm & trip contact, accept, reset and test facility. Any one or more of the following defects shall cause the alarm or running diesel generator to be tripped. In case of tripping, re-start shall be prevented until the fault(s) are removed and manual resetting is done. Separate indicators shall be provided for each of the following in control panel:

- (a.) Engine fails to start (Alarm)
- (b.) Low lube – oil pressure. (Trip)
- (c.) High cooling water temperature. (Trip)
- (d.) D.G. overload. (Alarm)
- (e.) DC failure
- (f.) DG over speed (Trip)
- (g.) Fuel level low in day tank (Alarm)
- (h.) Fuel level very low in day tank (Trip).
- (i.) Generator stator temperature high. (Alarm)
- (j.) Electrical protection operated. (Trip)
- (k.) Incomer to emergency switchgear from DG closed.
- (l.) Earth fault (alarm) input from switchgear.
- (m.) Lube Oil Priming Pump 'Fault' indication (if applicable)

(iv) Metering Following meters shall be provided in the panel:

- (a.) AC voltmeter



- (b.) AC Ammeter
- (c.) Frequency meter
- (d.) Electronic Kwh meter with counter display.
- (e.) KW meter
- (f.) PF Meter

Suitable 4-20mA transducers with dual output shall be provided in the control panel for voltmeter & frequency meter readings at remote use.

Provision for following status/ signal shall also be provided in the DG control panel:

- (a.) DG fail to start.
- (b.) DG start command actuated/ reset.
- (c.) DG working/ stop signal.
- (d.) DG trouble/ normal signal.
- (e.) DG control supply failure/ normal signal.

The requirement of CT, VTs, relays, timers, auxiliary contacts shall be as per the system requirement. The bidder shall supply any other controls and indications for diesel generator set though not specifically mentioned here but which the supplier may recommend and are required to make system complete for satisfactory operation of DG sets. Necessary pressure switches, level switches, thermostats, flow switches, auxiliary relays, etc. required for the above alarm and annunciation system shall be furnished under the scope of this specification. Panel shall be provided with panel illumination lamp operated by the door switch and thermostat-controlled space heater. Control panel shall be furnished complete with all accessories and wiring for safe and trouble free operation of the system All fuses shall be of HRC cartridge link type. Screw type fuses are not acceptable.

### **Relays**

A voltage relay for sensing the supply to control Panel shall be provided. The relay shall operate at about 90% of voltage and shall be English Electric type VAG 11 or equivalent.

Indicating lamps shall be of the panel mounting LED type with series resistor and of low power consumption. Lamps shall be provided with series resistor built-up lamp assembly

## **(8.0) DIESEL ENGINE**

### **Construction Features**

(a) Diesel engine shall be mounted on visco damper type vibration dampening system or equivalent anti-vibration mounting system (as recommended by Engine manufacturer) and shall be complete with integral air intake through dry type air filters and exhaust systems, metering facility, speed regulation system, fuel injection system, lube oil system, primary cooling water system along with necessary filters, silencers, ducts, exhaust, piping and fittings, valves, instruments, etc. as required.

(b) The generating unit shall be complete with all auxiliaries and its performance, torsional vibration, materials and workmanship, etc. shall be in accordance with the standard practices of diesel engine manufacturer's association in USA. IS-10000, BS-5514. The engine shall be properly balanced so as to transmit only small unbalanced forces to the foundation.

### **DIESEL OIL SYSTEM**

(a) The diesel oil system as provided shall be complete with simplex type filters, hoses, piping, fittings, relief valves, supports, control and instrumentation and all other accessories to make it complete.



(b)The fuel consumption of the engine at full and three quarters of its rated power output shall be indicated.

(c)A day oil tank of 990 litres fuel capacity shall be provided, mounted on fabricated steel platform outside the acoustic enclosure. The tank shall be complete with level indicator marked in Litres, two nos. of level switches, filling inlet with removable screen, an outlet, a drain plug, an air vent and necessary piping. The fuel tank shall be painted with oil resistant paint. All pipe joints shall be brazed/ welded.

### **Lubricating oil System**

(a.)Automatic pressure lubrication shall be provided by a shaft driven gear type pump through an oil cooler and fin mesh filters to the end bearing, camshaft bearings, camshaft chain and gear drives, governor, air starting, distribution, auxiliary drive gears etc.

(b.)Hand driven and/ or A.C. motor driven lube oil priming pump (if applicable) along with starter is to be provided as recommended by the engine manufacturer.

(c.)All necessary accessories like pressure gauges, temperature and oil level indicators, pressure relief valves, bypass valves, pressure switches for alarm and control shall be furnished together with all inter connecting piping, fittings, supports, valves, etc.

(d) A lubricating oil filter shall be provided for operation under normal conditions for period of a more than 250 hours without the necessity of its replacement or cleaning.

### **Cooling System**

In case, Jacket water cooling system is offered, same be in closed cycle and shall have radiator located in front of the engine with a fan driven mechanically from the engine shaft. Forced water circulation by means of pump driven by the engine shaft shall be employed. The radiator tubes shall be of copper with sufficient heat transfer area.

### **Governing System**

(a)The governor shall be electronic type with class A1 type as per BS-5514.

(b)The governor shall have necessary characteristics to maintain the speed substantially constant even with sudden variation in load. However a tripping shall be provided even if speed exceeds the maximum permissible limit.

### **Ancillary Equipment**

The following equipment as per system requirements shall be included:

(a.)Flywheel

(b.)Fuel piping

(c.)RPM indicator

(d.)Lubricating oil cooler

(e.)Exhaust silencer and piping

(f.)Fuel and lubricating oil filters, air filters.

(g.)Temperature indicator for water.

(h.) Pressure indicator for lubricating oil

(i.) Hand barring gear.

(j.)Necessary foundation bolts and base channels for the engine, alternator, fuel service tank and for all other equipment included in this package.

(k.)Base frames

(l.)Starting equipment

(m.)Protective equipment preferably in the form of fuel cut-off solenoid and suitable relays to protect the engine against low lubrication pressure.



- (n.) Lifting attachment for lifting the complete set or the engine alternator separately.
- (o.) Radiator.
- (p) Any other ancillary equipment not specifically mentioned in the specification but are necessary for proper operation and maintenance of the set and safety of operating personnel.

## **(9.0) GENERATOR**

(i) The generator shall be of totally enclosed or screen protected drip proof and self air cooled type. The generator shall be driven by the Diesel engine in this specification and shall match the same in all respects. The generator shall conform to IEC- 60034.

(ii) AC generator shall be supplied along with its excitation system, AVR and include all necessary auxiliaries.

(iii) Rating

The 750kVA Generator shall be star connected 3-phase, 50 Hz synchronous generator and shall have a continuous rating. The operating condition for each electric generator shall be as follows:

a) Voltage : 415V

b) Frequency : 50 C/S (+3 to-5%) c) Power factor : 0.80

iv) Insulation and Temperature Rise of Windings and Core

All insulated winding conductors of alternator shall be of copper. The generator stator and rotor windings core insulation and all connections including main and neutral leads shall have insulation conforming to IEC-60034-Pt1. The winding shall be given power house treatment (i.e. two coats of varnish and backing followed by final coat of resin). The total insulation shall be non hygroscopic. The temperature rise of the stator core and mechanical parts in contact with or adjacent to winding shall not exceed the specified limits of IEC-60034-Pt1.

v) Space heaters

Suitably rated 240 V, single phase, 50 Hz, space heaters located in lower part of alternator shall be provided to maintain the internal temperature above the dew point to prevent moisture condensation on the insulation when the set is not running.

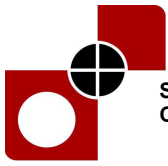
vi) Separate terminal boxes shall be provided for phase and neutral side of leads. The terminal boxes shall be dust tight, weather proof phase segregated double walled (metallic as well as insulated barriers) having degree of protection of IP-54 as per IS: 13947..

vii) Elastimold terminals with protective covers shall also be acceptable. As far as possible, connection between exciter and alternator shall be contained within the machine frame and connections carrying AC and DC current shall be segregated from each other. The necessary CT's for differential protection shall be provided on neutral side. viii) Alternator vibration level shall not exceed the values as defined in IS:12075. Alternators in case driven by Diesel engine shall be able to withstand vibration level of 9mm/sec. as per BS 5000 Part III. Vibration level shall not exceed the permissible levels for Generator however the same shall in any case not exceed 250 micron peak to peak. ix) Resistance element temperature detector shall be installed at the following locations: Six numbers of Duplex type or 12 nos. Simplex type Resistance element Temperature Detectors (RTDs) shall be suitably distributed at locations where highest temperatures may be expected in stator windings and one. (1) element in each bearing. The RTD's shall comply with the latest edition of IS:2828.

x) The generator shall be complete with voltage transformers necessary for AVR/ Synchronization.

xi) The Main Phase side terminal box shall be suitable for terminating Sandwiched type LT bus ducts/ cables. The sizing of the same shall be as per 750 kVA rating of DG set.

xii) As far as possible connection between exciter and alternator shall be contained within the machine frame and connections carrying AC and DC current shall be segregated from each other. The necessary CT's for differential protection shall be provided on neutral side. The neutral point shall be brought to DG control panel and shall be connected to 300/110V VT, to be supplied and mounted inside the DG control panel by the bidder for earth fault detection.



### **Excitation System**

The generator shall be provided with complete excitation system capable of supplying the excitation current of the generator under all conditions of output from no load to full load and capable of maintaining voltage of the generator constant within +/- 1% of set value. The setting range available on voltage regulator shall be at any value with +/- 10% of the rated voltage. It shall be possible to set the same from remote also.



The Bidder is required to upload/submit the Check list as per format given below along with the Techno-commercial Documents.

Sl. No.	Description	Submitted/Not Submitted	Page No.
1.	EMD (Earnest Money Deposit)		
2.	Documentary evidence towards Experience as per clause (A) of section IX.		
3.	Documentary evidence towards Capability equipment & Manufacturing Facilities as per clause (B) of section IX.		
4.	Documentary evidence towards Financial Standing as per clause (C) of section IX.		
5.	Class-A Electrical Contractor License valid throughout contract period		
6.	NOC from Vidyut Suraksha Department, Uttar Pradesh		
7.	Service Centre in NOIDA		
8.	Power of Attorney/ Authorization with the seal of company indicating that authorized signatory is competent and legally authorized to submit the tender and/ or to enter into legally binding contract.		
9.	Tender form as in Section-X of tender document duly signed		
10.	Vendor details in Section-XII of tender document duly filled and signed.		
11.	Submit the copy of GST Registration No. and PAN Card details. Permanent EPF account no. and ESI registration No. (if applicable)		
12.	The tenders has to submit acceptance of all Sections of this Tender document (GIT,SIT,GCC,SCC and Quality Control Requirements.)		
13.	NEFT mandate as per Section XIX		
14.	Undertakings/Declarations a & b as per point xi, Part-I (Techno Commercial Bid) of SIT 5		
15.	All pages of the tender documents (including GIT, GCC, SIT, SCC, List of requirements, technical specification, quality requirements, etc.) duly signed and stamped by the Authorized signatory of the bidder		
16.	Adherence to the Technical Specification as per Section VII on Bidder's Letter Head and other required information		
17.	Adherence to the Quality Control Requirements as per Section VIII on Bidder's Letter Head		
18.	Adherence to the Delivery Schedule as per Section VI on Bidder's Letter Head		

The Bidder has to submit the Check list as per Format given below along with the **Price Bid**:

Sl. No.	Description	Submitted/Not Submitted	Page No.
1	Duly filled Section XI: Price bid		



## **SECTION VII: TECHNICAL SPECIFICATIONS**

### **TECHNICAL PARAMETERS OF CURRENT AND POTENTIAL TRANSFORMERS TO BE SUPPLIED BY THE BIDDER.**

Neutral side current transformers for differential protection:

- (a.)Type Cast resin, bar primary
- (b.)Voltage 660V, 50Hz
- (c.)KPV To be decided during detailed engineering
- (d.)RCT To be decided during detailed engineering
- (e.)Current ratio To be decided during detailed engineering
- (f.)Class PS
- (g.)One minute power 2.5KV frequency withstand voltage Single phase voltage Transformers ( Neutral )

- (a.)Type Cast resin
- (b.)Voltage Ratio 300/110
- (c.)Accuracy 1.0 class
- (d.)Rated Voltage factor 1.2 continuous
- (e.)VA Burden 20VA
- (f.)One minute power 2.5kV rms frequency withstand Voltage Voltage Transformers for Metering

- (a.)Type Cast resin
- (b.)Voltage Ratio 440/110
- (c.)Accuracy class 1.0
- (d.)Rated Voltage factor 1.2 continuous
- (e.)Burden 100VA
- (f.) One minute power 2.5kV rms frequency withstand Voltage

### **SOUND PROOFING SYSTEM**

Bidder shall furnish design calculation for sound proofing/ ventilation system. The detailed frequency response for noise absorbing characteristic of acoustic material shall be furnished. The sound absorptive layer shall comprise of bonded type mineral wool/glass wool of adequate thickness and density to comply the design requirements.

DG shall be placed in acoustic enclosure. The requirements of acoustic enclosure are as following:

- (a). The acoustic enclosure shall be fabricated from 2.0 mm thick CRCA sheet with steel section & frame of suitable size. The construction shall be modular type to facilitate dismantling as required for maintenance. The frame shall be of sufficient stiffness and rigidity. The enclosure shall be suitable for outdoor duty. The sheet and all sections shall be powder coated shade of grey RAL9002. A minimum clear space of 800mm shall be kept inside the enclosure.
- (b). The exposed surface of lining shall be retained in place by minimum 1.0mm thick CRCA/ aluminium perforated sheet. Absorptive lining shall be provided between the perforated sheet and absorbing material. Necessary acoustic sealing shall be done in the panels/ modular unit joints.
- (c). Enclosure shall be provided with adequate lighting. Enclosure shall be provided with adequate number of door and viewing glass.



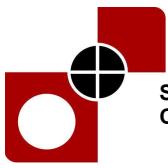


- (d). All hardware of mild steel shall be electro-galvanized.
- (e). Acoustic enclosure is designed for the loss of 25 DB (A) at the distance of 1 mtr from the acoustic enclosure, As per the CPCB norms. ( 70 to 75 DB (A) at 1 mtr Distance)
- (f). Adequate ventilation is provided to meet air requirement for combustion and heat removal.
- (g). The door design shall be generally compatible to the enclosure design. The bonded mineral wool slab of adequate thickness shall be used. The door shall be provided with heavy duty hinges and lockable handles. The sealing shall be done with neoprene/ silicon rubber gasket to avoid leakage of noise. The size of the door shall be as per the functional requirements.

Suitable louvers with acoustic treatment shall be provided as required. Ventilation system of adequate capacity shall be provided. The system shall comprise of tubular axial flow fans for air intake and air exhaust with splitter silencer. The ventilation shall be design to ensure required air flow rate as per manufacturer recommendations, after providing necessary acoustic treatment/ silencers in air flow path. The ventilation system shall be design to prevent leakage of sound and temperature shall not increase by more than 5 degree centigrade when DG is running continuously at specified rating.

The construction of ventilation duct shall be from 1.6 mm thick CRCA perforated sheet. Other constructional details shall be similar to that of the acoustic enclosure.

The exhaust air from radiator shall be discharge through modular duct of adequate size. The acoustic enclosure shall have suitable opening for routing out of Sandwiched type LT bus ducts/cables from alternator terminal box. Further suitable acoustic treatment of the opening shall be done to achieve the desired acoustic level. Any other facility required to achieve the desired acoustic level shall be in the bidder's scope.



## **SECTION VIII: QUALITY CONTROL REQUIREMENTS**

### **TYPE TESTS**

Type test reports for the following type tests shall be submitted:

Type test reports on Engine

This shall be as per ISO 3046/15550

Type test reports on Alternator

(a.) Measurement of resistance

(b.) Phase sequence test

(c.) Regulation test

(d.) Measurement of open circuit and short circuit characteristics

(e.) Efficiency test

(f.) Temperature Rise Test

(g.) Momentary overload test

(h.) Over speed test

(i.) High Voltage test

(j.) Insulation resistance test (both before and after High Voltage Test)

(k.) Noise level as per IS:12065

(l.) Vibration as per IS: 12075.

(m.) Determination of Deviation of voltage waveform from sinusoidal.

(n.) Degree of protection test on control panel for IP-52

### **COMMISSIONING CHECKS**

In addition to the checks and test recommended by the manufacturers, the contractor shall supervise the following commissioning tests to be carried out on 750 kVA DG set at PMI Noida. The battery for starting the engine shall be capable of performing six (6) normal start without recharging. Load Test.

The engine shall be given test run for a period of at least 6 hours. The set shall be subjected to the maximum achievable load as decided by Engineer-in-charge without exceeding the specified DG set rating. During the load test, half hourly records of the following parameters is to be taken:

(a.) Ambient temperature

(b.) Exhaust temp. if exhaust thermometer is fitted

(c.) Cooling water temp. at a convenient point adjacent to the water output from the engine jacket.

(d.) Lubricating oil pressure.

(e.) Speed.

(f.) Voltage, wattage and current output.

(g.) Oil tank level.

Insulation Resistance Test for Alternator Insulation resistance in mega-ohms between the coils and the frame of the alternator when tested with a 500 V megger shall not be less than  $IR = 2x$  (rated voltage in KV) + 1. Check of fuel consumption A check of the fuel consumption shall be made throughout the load run test. The fuel consumption should not exceed the design values. Insulation Resistance of Wiring Insulation resistance of control panel wiring shall be checked with 500V megger. The IR shall not be less than one mega ohm.

### **FUNCTIONAL**

TESTS Following functional tests are to be carried out at PMI Noida:

Functional tests on control panel.

Functional tests on starting provision on the engine.

Functional tests on all field devices.

Functional tests on DG Set complete with AVR and speed governor.



## MEASUREMENT OF VIBRATION

The vibration shall be measured at no load and at load as close to maximum achievable load and shall not exceed 250 microns. Any modification/rectification required to bring down the vibration level within allowable limits specified by the manufacturer shall be done by the bidder. Vibration test is to be carried out at IGM Noida.

Noise Level (Sound Pressure Level) Check Noise level measurement shall be done generally following the guidelines given in IS: 12065. The measurement shall be carried out with a calibrated integrating sound level meter as per IS: 9779. This test is to be carried out at site.

## INSTALLATION OF DG SETS

The installation, testing and commissioning of Diesel-Generator sets including all the accessories/equipment as required shall be carried out strictly in accordance with the applicable Codes of practice, statutory requirements the manufacturer's instructions, approved drawings etc., The Contractor shall provide all tools, equipment's, instruments, fuel and any other facility required for installations, testing and commissioning.

DG Norm shall be complied with

THE GAZETTE OF INDIA :

EXTRAORDINARY EXTRAORDINARY

PART II—Section 3—Sub-section (i)

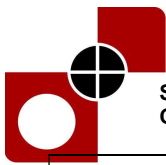
(No.716) NEW DELHI, THURSDAY, NOVEMBER 3, 2022/KARTIKA 12, 1944

MINISTRY OF ENVIRONMENT, FOREST AND CLIMATE CHANGE NOTIFICATION New Delhi, the 3rd November, 2022

G.S.R. 804(E).— Whereas, the Environment (Protection) Amendment Rules, 2022 were published in the Gazette of India, Extraordinary, Part II, Section 3, Sub-section (i), vide notification number G.S.R. 138 (E), dated the 18th February, 2022 inviting objections and suggestions from all persons thereby within a period of sixty days from the date on which copies of the Official Gazette containing the said notification were made available to the public; And whereas, copies of the Official Gazette containing the said notification were made available to the public on the 18th February, 2022;

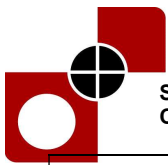
## SECTION IX: QUALIFICATION/ ELIGIBILITY CRITERIA

Criteria	Description
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<p style="text-align: center;"><b>Experience &amp; Past Performance</b></p>	<p>The bidder (manufacturer or principal of authorized representative – hereinafter referred simply as 'The Bidder') shall be manufacture that has regularly for at least the last three years manufactured, supplied, erected, commissioned 750 KVA DG Set with the same or higher specifications of at least one number in last five years ending on 31.03.2024. At least one number of the product offered for supply should be in successful operation for at least one year on the date of bid opening.</p>
<p style="text-align: center;"><b>Capability - Equipment &amp; Manufacturing Facilities</b></p>	<p>The bidder must have an annual capacity to manufacture and supply at least one no. of 750 KVA DG Set. The bidder has to submit the following details along with the bid:</p> <p><b>(B) <u>Technical Capability</u></b></p> <ol style="list-style-type: none"><li>1. Total annual production capacity of the plant, (documentary evidence to be provided)</li><li>2. Number of item/products making lines available.</li><li>3. Details of machines for making the item/product Machine type, Machine Make, Machine Speed if any applicable &amp; Machine Capacity.</li></ol> <p><b>(C) <u>Manufacturing Process</u></b></p> <ol style="list-style-type: none"><li>1. Details of available SOP for manufacturing process.</li><li>2. Brief Details of Manufacturing Process from Raw Material to Finished Product<ol style="list-style-type: none"><li>2a. Technology used</li><li>2b. Is there any SPM used? (Special Purpose equipment/machinery) if yes, details.</li><li>2c. Lab testing facilities available along with standards followed.</li><li>2d. Process parameters and their controls to achieve the quality.</li></ol></li><li>3. Is there any hazardous material used in the process/during manufacturing?</li></ol> <p><b>(C) <u>Quality Control</u></b></p> <ol style="list-style-type: none"><li>1. Online/offline quality control system deployed</li><li>2. Any specific verification system and procedures for finished products?</li><li>3. Conditioning facility required for Laboratory test, if applicable</li><li>4. Details of third-party verification of produced material and stock control, if any.</li><li>5. Is there any SOP available for online / offline quality control.</li></ol> <p><b>(D) <u>General</u></b></p> <ol style="list-style-type: none"><li>1. Details of Manpower employed<ol style="list-style-type: none"><li>(a) Technical / Supervisory</li><li>(b) Skilled Worker (Permanent)</li><li>(c) Skilled Worker (Casual)</li><li>(d) Administration</li></ol></li><li>2. Is the plant certified by ISO or equivalent bodies? If yes, provide details</li><li>3. Contingency plan for breakdown?</li><li>4. Is any activity outsourced? If so, list of activities outsourced.</li><li>5. Details of Raw Material &amp; its Quality Assurance / Control.</li><li>6. Whether the factory premises is in complete possession of the bidder by way of lease which is current or ownership?<ol style="list-style-type: none"><li>6a. Factory area (in Sq. meters) &amp; its adequacy</li><li>6b. Production</li><li>6c. Storage of raw material</li><li>6d. Bonded room facility</li></ol></li></ol> <p><b>(E) <u>Experience</u></b></p> <ol style="list-style-type: none"><li>1. Documentary evidence for past experience, if any.,</li><li>2. Annual quantities of item/product supplied in the last five years (Documentary evidence to be provided)</li></ol>

5 - a - 5 +	1) The average annual financial turnover of the bidder firm (manufacturer or principal of
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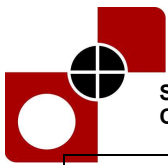


	authorized dealer) during the last three years, ending on 31.03.2024 should be <b>40 lakh</b> as per the annual report (audited balance sheet and profit & loss account) of the relevant period duly authenticated by a Chartered Accountant/ Cost Accountant in India or equivalent in relevant countries.
	2) The net worth of the Bidder should a) not be negative on 31.03.2024 and also b) not have eroded by more than 30% in the last three years, ending on 31.03.2024.

**Startups as recognized by Department of Industrial Policy & Promotion (DIPP) are exempted from furnishing the Bid Security/EMD and also exempted from meeting the qualification criteria in respect of Prior Experience-Prior Turnover as per Section IX of the tender document subject to their meeting the quality and technical specification. They should furnish with the Bid a copy of valid Certificate of Recognition issued by DIPP.**

1. All experience, past performance and capacity /capability related / date should be certified by the authorized signatory of the bidder firm. The credentials regarding experience and past performance to the extent required as per eligibility criteria submitted by bidder may be verified from the parties for whom work has been done.
2. All financial standing data should be provided in the format **Annexure -A** (Financial Standing of the firm) enclosed at the end of the tender document duly certified by certified accountant's i.e. Chartered Accountants (CA) along with audited balance sheets of the firm.
3. Bidder to furnish stipulated documents in support of fulfillment of qualifying criteria.
4. Non-submission or incomplete submission of documents may lead to rejection of offer/bid.

**Note:** *For MSEs and Start-ups (registered for the tendered item) all financial criteria shall be exempted. However, its capacity and capability can be verified (if necessary).*



**Applicability  
in Special  
Cases**

- 1) Applicability to 'Make in India' :**Bidders (manufacturer or principal of authorised representative) If the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement/ transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phased increase in local content, and who while meeting all other criteria above, except for any or more of sub-criteria in Experience and Past Performance above, would also be considered to be qualified provided: i) their foreign manufacturer who holds intellectual property rights, meets all the criteria above without exemption, and ii) the Bidder submits appropriate documentary proof for technology collaboration agreement/ transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phased increase in local content. Iii) the bidder (manufacturer or principal of authorised representative) furnishes along with the bid a legally enforceable undertaking jointly executed by himself and such foreign Manufacturer for satisfactory manufacture, Supply (and erection, commissioning if applicable) and performance of 'The Product' offered including all warranty obligations as per the general and special conditions of contract.
- 2) Authorized Representatives:** Bids of bidders quoting as authorised representative of a principal manufacturer would also be considered to be qualified, provided:  
i) their principal manufacturer meets all the criteria above without exemption, and  
ii) the principal manufacturer furnishes a legally enforceable tender-specific authorisation in the prescribed form assuring full guarantee and warranty obligations as per the general and special conditions of contract; and iii) the bidder himself should have been associated, as authorised representative of the same or other Principal Manufacturer for same set of services as in present bid (supply, installation, satisfactorily commissioning, after sales service as the case may be) for same or similar 'Product' for past three years ending on 'The Relevant Date'.
- 3) For Existing successful Past Suppliers:** In case the bidder (manufacturer or principal of authorised representative) who is a successful past supplier of 'The Product' in at least one of the recent past three procurements (within SPMCIL/BRBNMPL/BNPMIPL) (proposed for clarity), who do not meet any or more of requirements above, would also be considered to be qualified in view of their proven credentials, for the maximum quantity supplied by him in such recent past to any units of SPMCIL (proposed for clarity). (This clause is not applicable for Security Items as notified by Government of India from time to time.)
- 4) Joint Ventures and Holding Companies:** Credentials of the partners of Joint ventures cannot (repeat cannot) be clubbed for the purpose of compliance of PQC in supply of Goods/Equipment, and each partner must comply with all the PQC criteria independently. However, for the purpose of qualifying the Financial Standing Criteria, the Financial Standing credentials of a Holding Company can be clubbed with only one of the fully owned subsidiary bidding company, with appropriate legal documents proving such ownership.
- 5) Development/ insufficient market capacity or Exceptional One-Off Cases:** These are those items which are either being newly developed where vendors are yet to be developed or for new/ existing items where the capacity available in market is inadequate compared to our annual requirements. Exceptional one-off cases are such items/ Plant & Machinery which are procured infrequently (say once in 3 years or longer periods). In such cases PQC Should be Decided with the approval of CFA in individual cases.
- 6) Start-up Enterprises:** Requirements of prior experience and turnover would be relaxed for Start-up enterprises as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), subject to their meeting the quality and technical specifications. Such Start-ups maybe either MSE or otherwise.



**SECTION X: TENDER FORM**

Date.....

To

.....  
.....  
.....

(Complete address of SPMCIL)

Ref: Your Tender document No..... dated .....

We, the undersigned have examined the above-mentioned tender enquiry document, including amendment No. -----, dated ----- (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver..... (Description of goods and services) in conformity with your above referred document for the sum shown in the price schedule(s), attached herewith and made part of this tender.

If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 6, read with modification, if any, in Section V – “Special Conditions of Contract”, for due performance of the contract.

We agree to keep our tender valid for acceptance for a period upto -----, as required in the GIT clause 19, read with modification, if any in Section-III – “Special Instructions to Tenderers” or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender upto the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We confirm that in case of downloaded Tender Document, we have not changed/edited its contents. We realise that in case any such change is noticed at any stage including after the award of contract, we would be liable to action under clause 44 of the GIT.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry. We also solemnly declare as under:

**1. MSMEs Status:**

Having read and understood the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (as amended and revised till date), and solemnly declare the following:

- (a) Company /Partnership Firm /Proprietary Concern/Society/Trust/NGO/  
Others (Please Specify):.....
- (b) Micro/ Small / Medium Enterprise/ SSI/ Govt. Deptt. / PSU/ Others:....
- (c) Name of MSME Registering Body (NSIC/ DIC/ KVIC/KVIB etc.):.....
- (d) MSME Registration no. (with copy of registration):.....
- (e) Udyog Aadhaar Memorandum no.....
- (f) Whether Proprietor/ Partner belongs to SC/ ST or Women category. (Please specify names and percentage of shares held by SC/ST Partners):.....



**2. Make in India Status:**

Having read and understood the Public Procurement (Preference to Make in India PPP\_MII) Order, 2017 (as amended and revised till date) and related notifications from the relevant Nodal Ministry/ Department, and solemnly declare the following:

(a) Self-Certification for category of supplier:

- Class-I Local Supplier/
- Class-II Local Supplier/
- Non-Local Supplier.

(b) We also declare that

- There is no country whose bidders have been notified as ineligible on reciprocal basis under this order for offered product, or
- We do not belong to any Country whose bidders are notified as ineligible on reciprocal basis under this order

**3. Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017**

Having read and understood the Order (Public Procurement No. 1) issued vide F.No.6/18/2019-PPD dated 23rd July 2020 (and its amendments if any) by Department of Expenditure, Ministry of Finance under the above provision and solemnly declare the following:

- We do not belong to any Country whose bidders are notified as ineligible under this order

**4. Debarment Status:** Please state whether business dealings with you currently stand suspended/ banned by any Ministry/ Deptts. of Government of India or by any State Govt:

- Yes (with period of Ban)
- No, We, solemnly declare that neither we nor any of our affiliates or subsidiaries – including subcontractors or suppliers for any part of the contract – do not stand declared ineligible/ blacklisted/ banned/ debarred by any Government Agency anywhere in the world, for participating in its tenders, under that country's laws or official regulations.

**5. Penalties for false or misleading declarations:** I/we hereby confirm that the particulars given above are correct and complete and also undertake to advise any future changes to the above details. We understood that any wrong or misleading self-declaration by us would be violation of code of Ethics and would attract penalties as mentioned in this tender document, including debarment.

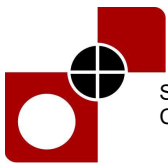
.....  
(Signature with date)

.....

(Name and designation)  
Duly authorized to sign tender for and on behalf of

.....  
.....





## **SECTION XI: PRICE SCHEDULE**

To,

The Chief General Manager  
India Government Mint,  
Noida

**OFFER FORM for** Tender No .....Date of opening .....Time.....Hours .....

We ..... hereby certify that we are established firm of manufacturers / authorised agents of M/s..... with factories at ..... which are fitted with modern equipment and where the production methods, quality control and testing of all materials and parts manufactured or used by us are open to inspection by the representative of ....(Name of Purchaser). We hereby offer to undertake the following works at the prices indicated below:

<b>Sl. No.</b>	<b>Description of Goods/Services</b>	<b>Accounting unit</b>	<b>Qty.</b>	<b>Price</b>
1.	SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 750 KVA DIESEL GENERATOR AT MINT, NOIDA	EA	01 Job	

**The bidder shall quote as a Lump sum amount for the said job.**

**Statutory Compliance:** All statutory compliance like PF, ESI shall be in the part of bidder a declaration in this regard is required to be submitted by the bidder.



**1. Scope of Supply:** (Cost break-up of the quoted cost, showing inter-alia costs of all the concomitant Installation/ Commissioning/ Training/ Technical Support/ incidental services/ software/ accessories, considered necessary to make the proposal self-contained and complete must be indicated here.)

**2. Taxation Details:**

- a) PAN number
- b) Type of GST Registration (Registered, Unregistered, Composition, SEZ, RCM etc.)
- c) GSTIN number
- d) Registered Address as per GST registration and Place of Delivery for GST Purpose
- e) Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts).....

**3.** It is hereby certified that we have understood the General and Special Instructions to Tenderers (GIT and SIT), and also the General and Special Conditions of Contract (GCC and SCC) attached to the tender and have thoroughly examined specifications/ Quality Control Requirements and other stipulations in Section VII & VIII – Technical Specifications and Quality Control Requirements; and are thoroughly aware of the nature of stores required and our offer is to supply stores strictly in accordance with the requirements and according to the terms of the tender. We agree to abide solely by the General and Special Conditions of Contract and other conditions of the tender in accordance with the tender documents if the contract is awarded to us.

**4.** We hereby offer to supply the stores detailed above or such portion thereof, as you may specify in the acceptance of tender at the price quoted and agree to hold this offer open for acceptance for a period of ---- days from the date of opening of tender (i.e., upto -----), We shall be bound by the communication of acceptance despatched within the prescribe time.

**5.** Earnests Money/Bid Guarantee for an amount equal to .....N.A. .... is enclosed in form of -----N.A. -----(form and reference number, date) as per the Tender Documents.

Dated.....

Signature and seal of *Manufacturer/Bidder*

- Note -(i) The Bidder may prepare their own offer forms as per this proforma.
- (ii) No change in the proforma is permissible.
  - (iii) No erasures or alternations in the text of the offer are permitted. Any correction made in the offer shall be initialled by the bidder.
  - (iv) Figures in Columns 5 to 7 (both inclusive) and in Break-up of price in column 6, should be in both figures and words.
  - (v) This Section should not bring in any new Technical Parameter that has not been mentioned in the Technical Bid.



**SECTION XII: VENDOR DETAILS**

The tenderer should furnish specific details mentioned below. In case a question/ issue does not apply to a tenderer, the same should be answered with the remark “not applicable”.

Wherever necessary and applicable, the tenderer shall enclose certified copy as documentary proof/ evidence to substantiate the corresponding statement.

In case a tenderer furnishes a wrong or misleading answer against any of the under mentioned question/ issues, its tender will be liable to be ignored.

**1. Vendor/ Contractor particulars:**

- (a) Name of the Company:.....
- (b) Corporate Identity No. (CIN): .....
- (c) Registration if any with SPMCIL: .....
- (d) Complete Postal Address: .....
- (e) Pin code/ ZIP code: .....
- (f) Telephone nos. (with country/area codes): .....
- (g) Fax No.: (with country/area codes): .....
- (h) Cell phone Nos.: (with country/area codes): .....
- (i) Contact persons /Designation: .....
- (j) Email IDs: .....

**2. Taxation Details:**

- (a) PAN number: .....
- (b) Type of GST Registration (Registered, Unregistered, Composition, SEZ, RCM etc.): .....
- (c) GSTIN number: .....
- (d) Registered Address as per GST registration and Place of Delivery for GST Purpose: .....
- (e) Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts): .....

We solemnly declare that our GST rating on the GST portal / Govt. official website is NOT negative / blacklisted during the last three financial years.

.....  
(Signature with date)  
.....  
.....

(Full name, designation & address of the person duly authorized sign on behalf of the tenderer)

For and on behalf of  
.....  
.....  
(Name, address, and stamp of the tendering firm)



**SECTION XIII: BANK GUARANTEE FORM FOR EMD**

**BANK GUARANTEE FOR BID GUARANTEE**

***(ON BANK'S LETTERHEAD WITH ADHESIVE STAMP)***

Ref .....

Date .....

Bank Guarantee No .....

To,

(Insert Name & Address of the Purchaser)

Dear Sir,

Whereas ..... (Hereinafter called the "Tenderer") has submitted its bid numbered ..... dated ..... for the supply of ..... (Hereinafter called the "tender") against ..... 's (insert name of Purchaser) (hereinafter called as the 'Purchaser') tender enquiry No. .... opened on ..... Know all persons by these presents that we ..... of ..... (hereinafter called the "Bank") having our registered office at ..... are bound unto the Purchaser, in the sum of ..... for which payment will and truly be made forthwith, on demand by the Purchaser, without demure to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this..... day of .....20.....

The conditions of this obligation are —

- (1) If the Tenderer withdraws or amends, impairs, or derogates from the tender, in any respect within the period of validity of this tender.
- (2) If the Tenderer or anyone employed by it or acting on its behalf (whether with or without the knowledge of the Tenderer) breaches any of the provisions of the pre-bid/ Pre-contract Integrity Clause.



(3) If the Tenderer having been notified of the acceptance of his tender by Purchaser during the period of its validity:-

- a) Fails or refuses to furnish the performance security for the due performance of the contract.
- b) Fails or refuses to accept/ execute the contract.

We undertake to pay Purchaser up to the above amount, upon receipt of its first written demand, without Purchaser having to substantiate its demand, provided that in its demand Purchaser will note that the amount claimed by it, is due to it owing to the occurrence of one or more or all the above conditions, specifying the occurred condition(s). We agree that the decision of the Purchaser, whether above conditions have occurred, shall be final and binding on us.

This guarantee will remain in force for a period of ..... ***(insert the period of validity plus 45 days, in words and figures)*** days after the date of .....***(insert date of tender opening)*** and any demand in respect thereof should reach the Bank not later than the above date.

Date

Place

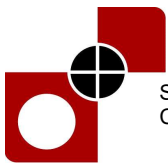
Signature

**(Printed Name)**

**(Designation)**

Witnesses

**(Bank's Common Seal)**



**Section XIV: Manufacturer’s Authorization Form not applicable in case of Commercially-Off-the-Shelf (COTS) items**

To

.....  
.....

*(Name and address of SPMCIL)*

Dear Sirs,

Ref. Your Tender document No....., dated .....

We, ....., who are proven and reputable manufacturers of ..... *(name and description of the goods offered in the tender)* having factories at..... hereby authorise

Messrs..... *(name and address of the agent)* to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred tender enquiry documents for the above goods manufactured by us.

We further confirm that no supplier or firm or individual other than Messrs. .... *(name and address of the above agent)* is authorized to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred tender enquiry documents for the above goods manufactured by us.

We also hereby extend our full warranty, as applicable as per clause 16 of the General Conditions of Contract read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this tender document.

Yours faithfully,

.....  
.....

*[signature with date, name, and designation]*

for and on behalf of Messrs.....

*[name & address of the manufacturers]*

*Note: This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.*



**SECTION XV: BANK GUARANTEE FORM FOR PERFORMANCE SECURITY**

**PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE GUARANTEE BOND**

**(ON BANK'S LETTERHEAD WITH ADHESIVE STAMP)**

Ref .....

Date .....

Bank Guarantee No .....

To,  
**(Insert Name & Address of the Purchaser)**

Dear Sir,

1. Against contract vide Notification for Award of the Tender No .....dated ..... covering supply of .....(hereinafter called the 'contract') entered into between the .....**(insert name of Purchaser)** (herein after called as the Purchaser) and M/s.....,..... (here in after called the 'Contractor'), this is to certify that, at the request of the Contractor, we ..... **(name of the bank)**, are holding in trust in favour of the Purchaser, the amount of .....**(write the sum here in words)**, to indemnify and keep indemnified the Purchaser, against any loss or damage that may be caused to, or suffered by the Purchaser, by reason of any breach by the Contractor of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Contractor; and the amount of loss or damage that has been caused or suffered by the Purchaser, shall be final and binding on us, and the amount of the said loss or damage shall be paid by us, forthwith on demand and without demur to the Purchaser.

2. We ..... **(name of the bank)**, further agree that, the guarantee herein contained, shall remain in full force and effect, for sixty days after the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period whichever is later, i.e. till ....., (hereinafter called the 'said date') and that if any claim accrues or arises against us ..... **(name of the bank)**, by virtue of this guarantee before the said date, the same shall be enforceable against us ..... **(name of the bank)**, notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us ..... **(name of the bank)**, by the Purchaser, before the said date. Payment under this bond of guarantee shall be made promptly, upon our receipt of notice to that effect, from the Purchaser.



3. It is fully understood that this guarantee is effective from the date of the said contract and that we ..... **(name of the bank)**, undertake not to revoke this guarantee during its currency, without the consent in writing of the Purchaser.
4. We undertake to pay to the Purchaser, any money so demanded, notwithstanding any dispute or disputes raised by the Contractor, in any suit or proceeding pending before any Court or Tribunal, relating thereto, our liability under this present, being absolute and unequivocal. The payments so made by us under this bond, shall be a valid discharge of our liability for payment thereunder, and the Contractor shall have no claim against us, for making such payments.
5. We..... **(name of the bank)**, further agree that the Purchaser shall have the fullest liberty, without affecting 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 Contractor, from time to time, or to postpone for any time or form, time to time, any of the powers exercisable by the Purchaser, against the said Contractor and to for bear or enforce any of the terms and conditions relating to the said contracts and we..... **(name of the bank)**, shall not be released from our liability under this guarantee, by reason of any such variation or extension being granted to the said Contractor, or for any forbearance and/or omission on the part of the Purchaser, or any indulgence by the Purchaser towards the said Contractor, or by any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision, have the effect of so releasing us from our liability under this guarantee.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

Date

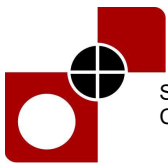
Place

Signature  
**(Printed Name)**  
**(Designation)**

Witnesses

**(Bank's Common Seal)**





**SECTION XVI: CONTRACT FORM**

(Address of SPMCIL’s office issuing the contract)

Contract No..... dated.....

This is in continuation to this office’ Notification of Award No..... dated .....

1. Name & address of the Supplier: .....

2. SPMCIL’s Tender document No..... dated..... and subsequent Amendment No....., dated..... (If any), issued by SPMCIL

3. Supplier’s Tender No..... dated..... and subsequent communication(s) No..... dated ..... (If any), exchanged between the supplier and SPMCIL in connection with this tender.

4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as part of this contract:

- (i) General Conditions of Contract;
- (ii) Special Conditions of Contract;
- (iii) List of Requirements;
- (iv) Technical Specifications;
- (v) Quality Control Requirements;
- (vi) Tender Form furnished by the supplier;
- (vii) Price Schedule(s) furnished by the supplier in its tender;
- (viii) Manufacturers’ Authorisation Form (if applicable for this tender);
- (ix) SPMCIL’s Notification of Award

Note: The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under Section – V - ‘General Conditions of Contract’ of SPMCIL’s Tender document shall also apply to this contract.

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:

(i) Brief particulars of the goods and services which shall be supplied/ provided by the supplier are as under:

Schedule No.	Brief description of goods/ services	Accounting Unit	Quantity to be supplied	Unit Price (in Rs.)	Total price



Any other additional services (if applicable) and cost there of: .....

Total value (in figure) \_\_\_\_\_ (In words) \_\_\_\_\_

- (ii) Delivery schedule
- (iii) Details of Performance Security
- (iv) Quality Control
  - (a) Mode(s), stage(s), and place(s) of conducting inspections and tests.
  - (b) Designation and address of SPMCIL's inspecting officer
- (v) Destination and despatch instructions
- (vi) Consignee, including port consignee, if any
- (vii) Warranty clause
- (viii) Payment terms
- (ix) Paying authority

.....  
(Signature, name, and address of SPMCIL's authorized official)

For and on behalf of.....

Received and accepted this contract .....

(Signature, name, and address of the supplier's executive duly authorized to sign on behalf of the supplier)

For and on behalf of .....

(Name and address of the supplier)

.....

(Seal of the supplier)

Date:

Place:



**SECTION XVIII: PROFORMA OF BILLS FOR PAYMENTS**

(Refer Clause 22.6 of GCC)

Name and Address of the Firm.....  
 Bill No..... Dated.....  
 Purchase order.....No.....Dated.....  
 Name and address of the consignee.....

S. No	Authority for purchase	Description of Stores	Number or quantity	Rate Rs. P.	Price per Rs. P.	Amount
Total						

1. GST/ CGST/ SGST/ UTGST/ IGST Amount
2. Freight (if applicable)
3. Excise Duty (if applicable)
4. Packing and Forwarding charges (if applicable)
5. Others (Please specify)
6. PVC Amount (with calculation sheet enclosed)
7. (-) deduction/Discount
8. Net amount payable (in words Rs.)

Dispatch detail RR No. other proof of despatch.....

Dated.....(enclosed)

Inspection Certificate No.....Dated.....(enclosed)

Place and Date

Received Rs.....

Rupees).....

• We solemnly certify that:

- a. Goods and Services Tax (GST) charged on this Bill is not more than what is payable under the provision of the relevant Act or the Rules made there under.
- b. Goods on which GST has been charged have not been exempted under the GST Act or the rules made there under and the charges on account of GST on these goods are correct under the provisions of that Act or the Rules made there under.
- c. We are registered with above indicated GSTIN as dealer in the State where in their Billing address is located for the purpose of GST.
- d. This bill form / invoice is not a replacement for the GST invoice. The proper GST invoice as per requirements of GST rules has been sent to the Purchaser as and when deliveries are made to the consignee.
- e. that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.

Revenue stamp

Signature and of Stamp Supplier



**SECTION XIX: NEFT MANDATE**

(Refer clause 22.2 of GCC)

From: M/s. ....

Date: .....

To:

(Insert Name and Address of Purchaser's Paying Authority as per NIT Clause 1)

Sub: NEFT payments

We refer to RBI's NEFT scheme. Our mandate SPMCIL for making payments to us through the above scheme to our under noted account.

**NATIONAL ELECTRONIC FUNDS TRANSFER MANDATE FORM**

1	Name of City	
2	Bank Code No.	
3	Branch Code No.	
4	Bank's Name	
5	Branch Address	
6	Branch Telephone / Fax No.	
7	Supplier's Account No.	
8	Type of Account	
9	IFSC code for NEFT	
10	IFSC code for RTGS	
11	Supplier's name as per Account	
12	MICR Code No.	
In Lieu of Bank Certificate to be obtained as under, please attach a bank cancelled cheque or photocopy of a cheque or front page of your bank passbook issued by your bank for verification of the above particulars.		

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option intimation letter and agree to discharge responsibility expected of me as a participant under the scheme.

Date

Signature of the Customer

Certified that the above particulars are correct as per our record.

Stamp and  
Signature of authorized  
official of the bank



**Annexure -A**

(Name of the firm)

**FINANCIAL STANDING OF THE FIRM**

The bidder should intimate their financial standing in the following format duly certified by a Chartered Accountant / cost Accountant

a) Average Annual turnover of the firm during last three years ending 31.03.2024.

Sl.No.	Financial Year	Turnover (in lakh)
1.	2021-2022	_____
2.	2022-2023	_____
3.	2023-2024	_____

b) Net worth of the firm during last three years ending 31.03.2024.

Sl.No.	Financial Year	Net Worth (in lakh)
1.	2021-2022	_____
2.	2022-2023	_____
3.	2023-2024	_____

---X---X---



सत्यमेव जयते

# भारत का राजपत्र

## The Gazette of India

सी.जी.-डी.एल.-अ.-04112022-240031  
CG-DL-E-04112022-240031

असाधारण  
EXTRAORDINARY

भाग II—खण्ड 3—उप-खण्ड (i)  
PART II—Section 3—Sub-section (i)

प्राधिकार से प्रकाशित  
PUBLISHED BY AUTHORITY

सं. 716]

नई दिल्ली, बृहस्पतिवार, नवम्बर 3, 2022/कार्तिक 12, 1944

No. 716]

NEW DELHI, THURSDAY, NOVEMBER 3, 2022/KARTIKA 12, 1944

पर्यावरण, वन और जलवायु परिवर्तन मंत्रालय

अधिसूचना

नई दिल्ली, 3 नवंबर, 2022

**सा.का.नि. 804(अ).**—पर्यावरण (संरक्षण) संशोधन नियम, 2022 अधिसूचना संख्यांक सा.का.नि. 138(अ), तारीख 18 फरवरी, 2022 द्वारा भारत के राजपत्र, असाधारण, भाग 2, खंड 3, उपखंड (i) में प्रकाशित किए गए थे, जिसमें सभी व्यक्तियों से, उस तारीख से, जिसको उक्त अधिसूचना में अन्तर्विष्ट राजपत्र की प्रतियां जनता को उपलब्ध करा दी गई थी, साठ दिनों की अवधि के भीतर, आक्षेप और सुझाव आमंत्रित किए गए थे ;

और उक्त अधिसूचना में अन्तर्विष्ट राजपत्र की प्रतियां 18 फरवरी, 2022 को जनता को उपलब्ध करा दी गई थी ;

और उक्त अधिसूचना के उत्तर में सभी व्यक्तियों और पणधारियों से प्राप्त किए गए आक्षेपों और सुझावों पर सम्यक् रूप से विचार कर लिया गया है ;

अतः, अब, केन्द्रीय सरकार, पर्यावरण (संरक्षण) नियम, 1986 के नियम 5 के उपनियम (3) के साथ पठित पर्यावरण (संरक्षण) अधिनियम, 1986 (1986 का 29) की धारा 6 और धारा 25 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, पर्यावरण (संरक्षण) नियम, 1986 में निम्नलिखित और संशोधन करती है, अर्थात् :-

1. संक्षिप्त नाम और प्रारंभ.—(1) इन नियमों का संक्षिप्त नाम पर्यावरण (संरक्षण) तीसरा संशोधन नियम, 2022 है।

7314 GI/2022

(1)  
1

(2) ये 1 जुलाई, 2023 से प्रवृत्त होंगे।

2. पर्यावरण (संरक्षण) नियम, 1986 की अनुसूची 1 में,-

(क) क्रम सं. 88 में,-

(i) मद “क. उत्सर्जन मानक” और उससे संबंधित प्रविष्टियों के स्थान पर निम्नलिखित को रखा जाएगा, अर्थात्:-

**“क. उत्सर्जन मानक:**

800 किलो वॉट सकल मशीनीकृत विद्युत तक विद्युत उत्पादन सेट (जिसे इसमें इसके पश्चात् जेनसेट कहा गया है) अनुप्रयोगों के लिए प्रयुक्त नए इंजनों के लिए उत्सर्जन सीमाएं, अर्थात् :-

- (i) डीजल इंजन;
  - (ii) समर्पित वैकल्पिक ईंधनों पर आधारित इंजन;
  - (iii) गैसोलीन अथवा वैकल्पिक ईंधनों में से किसी एक पर संचालित बाई-फ्यूल पर आधारित इंजन;
  - (iv) डीजल तथा किसी वैकल्पिक ईंधन पर संचालित दोहरे ईंधन पर आधारित इंजन;
  - (v) गैसोलीन ईंधन, समर्पित वैकल्पिक ईंधनों तथा या तो गैसोलीन या वैकल्पिक ईंधनों में से किसी एक पर संचालित बाई-फ्यूल से चलने वाले सुवाह्य जेनरेटर सेट (19 केडब्ल्यू से कम और 800 सीसी विस्थापन तक के पीआई इंजन);
1. जेनसेट के लिए प्रयुक्त 800 किलोवाट तक नए इंजनों के लिए उत्सर्जन सीमाएं नीचे सारणी 1 और सारणी 2 में यथा विनिर्दिष्ट अनुसार उसमें अन्तर्विष्ट सामान्य शर्तों के अद्यधिन तारीख 1 जुलाई, 2023 से प्रभावी होगी, अर्थात्:-

#### सारणी 1

सभी सीआई इंजनों और पीआई इंजनों > 800 सीसी इंजन विस्थापन द्वारा 800 सकल यांत्रिक शक्ति तक के जेनसेट इंजनों के लिए उत्सर्जन सीमाएँ।

विद्युत श्रेणी, kw	NOx	HC*/**	NOx +HC*/**	CO	PM		धुआँ (प्रकाश अवशोषण गुणांक)	
	CI/PI	CI/PI	CI/PI	CI/PI	CI	PI	CI	PI
g/kWh								
P ≤ 8	-	-	7.5	3.5	0.30	-	0.7	-
8 < P ≤ 19	-	-	4.7	3.5	0.30	-	0.7	-
19 < P ≤ 56	-	-	4.7	3.5	0.03	-	0.7	-
56 < P ≤ 560	0.40	0.19	-	3.5	0.02	-	0.7	-
560 < P ≤ 800	0.67	0.19	-	3.5	0.03	-	0.7	-

#### सारणी 2

पीआई इंजनों (800 सीसी तक के इंजन विस्थापन) द्वारा 19 किलोवाट शक्तियों तक के सुवाह्य जेनसेट के लिए उत्सर्जन सीमाएं

श्रेणी इंजन विस्थापन (सीसी)	CO	NOx +HC */**
	g/kWh	

99 तक	< 250	< 10
> 99 से अधिक और 225 तक	< 250	<08
> 225 से अधिक और 800 तक	< 250	< 06

सारणी 1 और सारणी 2 में प्रयुक्त संक्षिप्तियां निम्नलिखित हैं:

- (i) NO<sub>x</sub> – नाइट्रोजन ऑक्साइड;
- (ii) HC– हाइड्रोकार्बन;
- (iii) CO – कार्बन मोनोऑक्साइड;
- (iv) PM – विविक्त कण;
- (v) CI- संपीडन दहन इंजन;
- (vi) PI- धनात्मक दहन इंजन;
- (vii) \*HC से डीजल और गैसोलोन हेतु टीएचसी अभिप्रेत है;
- (viii) \*\*वैकल्पिक ईंधनों के लिए एचसी जनरेटर सेट हेतु प्रणाली और प्रक्रिया में यथापारिभाषित होगा।

2. स्थिर गति और परिवर्तनीय गति अनुप्रयोग हेतु परीक्षण चक्र जेनसेट हेतु प्रणाली एवं प्रक्रिया में यथावर्णित होगा।

3. धुंआ, परीक्षण चक्र के पूरे प्रचालन भार बिंदुओं में निर्धारित सीमा के मान से अधिक नहीं होगा।

**टिप्पण :** (i) सभी सीआई इंजनों और पीआई इंजनों (800 सीसी से अधिक विस्थापन क्षमता वाले) के लिए परीक्षण, इंजन डॉयनमोमीटर पर किया जाएगा;

(ii) पीआई इंजनों द्वारा संचालित पॉटिबल जेनसेट (19 किलो वाट और 800 सीसी इंजन विस्थापन तक) के लिए परीक्षण प्रतिरोधात्मक भार बैंक पर किया जाएगा;

(iii) उत्सर्जन सीमाएं स्थिर और परिवर्तनीय, दोनों गति वाले जेनसेटों पर लागू हैं और जेनसेट इंजनों को विद्युत ग्रिड से बिजली के स्थान में अन्य अनुप्रयोगों के लिए विद्युत शक्ति के उत्पादन और आपूर्ति हेतु विद्युत जनरेटर या अल्टरनेटर के प्रचालन के लिए प्रारंभिक रूप से उपयोग किया जाता है;

(iv) सुवाह्य जेनसेट विद्युत जनरेटर और प्राइम मूवर इंजन को संयुक्त करके बनाया गया एक एकल उपकरण है। इस संयुक्त इंजन जनरेटर सेट को धरती पर रखे बिना-किसी व्यक्ति द्वारा हटाया, खींचा जा सकता है और उसे पावर हाउस या स्टेशन जैसी किसी संरचना में स्थायी रूप से नहीं बनाया जाता है तथा वह निम्नलिखित शर्तों को पूरा करता है-

(क) पावर आउटपुट 19 किलोवाट तक और 800 सीसी इंजन विस्थापन तक है;

(ख) पीआई एयर कूलड इंजन द्वारा संचालित;

(ग) यह हैंड-कार्ट पर रखी गई इकाइयों पर होता है;

(v) सकल विद्युत और सहन शक्ति की माप के लिए परीक्षण प्रक्रिया जेनसेट हेतु प्रणाली और प्रक्रिया अभिकथित प्रक्रिया के अनुसार होगी;



- (vi) दृश्य और गैसीय प्रदूषक तथा विविक्त कण के उत्सर्जन की माप हेतु प्रशासनिक और परीक्षण प्रक्रिया जेनसेट हेतु प्रणाली और प्रक्रिया अभिकथित प्रक्रिया के अनुसार होगी;
- (vii) सारणी 1 और सारणी 2 में दी गई उत्सर्जन सीमाएं प्राधिकृत प्रमाणन एजेंसियों द्वारा यथासंचालित प्रकार अनुमोदन परीक्षण तथा उत्पादन अनुरूपता परीक्षण के लिए लागू होंगी;
- (viii) उत्पादन अनुरूपता परीक्षण और चयन प्रक्रिया की बारम्बारता जेनसेट हेतु प्रणाली एवं प्रक्रिया अभिकथित प्रक्रिया के अनुसार होगी;
- (ix) इंजन टिकाऊपन अवधि तथा खराबी का कारक: खराबी का कारक केवल 19 किलोवाट से अधिक क्षमता की विद्युत श्रेणी वाले सभी सीआई और पीआई इंजनों पर लागू है;
- (क) इंजन विनिर्माता नीचे दी गई सारणी 3 में यथोल्लिखित जेनसेट हेतु प्रणाली और प्रक्रिया में अभिकथित किसी इंजन परीक्षण का चयन कर सकता है;

### सारणी 3

श्रेणी (पावर बैंड)	उत्सर्जन निरंतरता अवधि (घंटे)	इंजन श्रेणी
>19 ≤ 56 kW (स्थिर गति वाले इंजन)	3000	पीआई और सीआई
>19 ≤ 56 kW (परिवर्तनीय गति वाले इंजन)	5000	पीआई और सीआई
> 56 kW (सभी इंजन)	8000	पीआई और सीआई

- (ख) खराबी के कारकों को निर्धारित करने हेतु किसी सेवा संचय अनुसूची का उपयोग करने के लिए एक विकल्प के रूप में, इंजन विनिर्माता नीचे दी गई सारणी 4 में उल्लिखित इंजन क्षमता के अनुसार एग्जॉस्ट आफ्टर-ट्रीटमेंट प्रणाली का प्रयोग करके इंजन प्रकारों के लिए दिए गए गुणात्मक ह्रास कारकों का उपयोग करेंगे।

### सारणी 4

इंजन की श्रेणी	सी	एचसी	एनओएक्स	पीएम
सीआई	1.3	1.3	1.15	1.05
पीआई	1.3	1.3	1.15	-

- (ग) किसी समाप्त शोधन उपरांत प्रणाली का प्रयोग न करने वाले सीआई और पीआई इंजनों के लिए इंजन प्रकार अनुमोदित अनुप्रयोग में प्रत्येक प्रदूषक के लिए जेन सेट के लिए उत्सर्जन सीमाओं के अनुपालन के लिए प्रणाली और प्रक्रिया में यथा निर्धारित सहायक दस्तावेजों के साथ विनिर्माता द्वारा योज्य अवनति कारकों को विनिर्दिष्ट किया जाएगा।
- (घ) विनिर्माता किसी इंजन श्रेणी के लिए अपेक्षाकृत अल्प या दीर्घ उपयोगी जीवनकाल हेतु प्रकार अनुमोदन प्रमाणन का अनुरोध करेंगे और परीक्षण एजेंसी इंजन संचालन के संबंध में घंटों में, न कि वर्षों में, अल्प या दीर्घ उपयोगी जीवनकाल का अनुमोदन कर सकती है।
4. उत्सर्जनों में कमी लाने हेतु किन्हीं बाहरी उपस्करों और/या रि-एजेंट के उपयोग पर निर्भर करने वाले इंजन जेनसेट के लिए प्रणाली और प्रक्रिया में अधिकथित प्रक्रिया के अनुसार **ऑनबोर्ड डायग्नोस्टिक्स** के माध्यम से नाइट्रोजन ऑक्साइड नियंत्रण उपायों के सही प्रचालन को सुनिश्चित करेंगे।
5. सलेक्टिव कैटेलिटिक रिडक्शन से सज्जित इंजनों के लिए परीक्षण चक्रों में अमोनिया का उत्सर्जन 56 किलोवाट से कम या उसके समान इंजन पावर श्रेणी हेतु 25 पीपीएम और 56 किलोवाट से अधिक इंजन पावर श्रेणी हेतु 10 पीपीएम के औसत मान से अधिक नहीं होगा।
6. विविक्त कण उत्सर्जनों में कमी लाने हेतु किन्हीं बाहरी उपस्करों और/या एग्जॉस्ट पर निर्भर करने वाले इंजन के लिए विविक्त कण नियंत्रण उपायों का सही प्रचालन सुनिश्चित करेंगे।

7. नाइट्रोजन ऑक्साइड उत्सर्जनों में कमी लाने हेतु, किन्हीं बाहरी उपस्करों और/ या एग्जॉस्ट पर निर्भर करने वाले पीआई इंजन जेनसेट के लिए प्रणाली और प्रक्रिया में अधिकथित प्रक्रिया के अनुसार नाइट्रोजन आक्साइड नियंत्रण उपायों का सही प्रचालन सुनिश्चित करेंगे।
8. नाइट्रोजन ऑक्साइड में कमी लाने वाला रि-एजेंट जेनसेट के लिए प्रणाली और प्रक्रिया में अधिकथित प्रक्रिया के अनुसार अवधारित मानकों के अनुरूप होगा।
9. प्रकार अनुमोदन और उत्पादन की अनुरूपता के लिए ईंधनों के परीक्षण के विनिर्देश जेनसेट के लिए प्रणाली और प्रक्रिया में यथापरिभाषित होंगे और उत्सर्जन संबंधी मानकों के अनुपालन के परीक्षण या तो वाणिज्यिक रूप से उपलब्ध ईंधनों पर या प्रकार अनुमोदन परीक्षण एप्लीकेशन के दौरान विनिर्माता द्वारा घोषित ईंधन सदर्भ के अनुसार होंगे और वही उत्पादन अनुपालना परीक्षणों की अनुरूपता के दौरान पालन किए जाएंगे।
10. जेनसेट के लिए स्टैक की ऊंचाई केंद्रीय प्रदूषण नियंत्रण बोर्ड के मार्गदर्शक सिद्धांतों के अनुसार शासित होगी।
11. इलैक्ट्रॉनिक रूप से नियंत्रित सीआई इंजन और दोहरे ईंधन इंजन जेनसेट के लिए प्रणाली और प्रक्रिया में विनियमित क्षेत्र में नियंत्रित होंगे और सारणी 1 में विनिर्दिष्ट उत्सर्जनों के सीमा मान के दोगुने से अधिक नहीं होंगे।”;

(ii) मद “ग. साधारण शर्तें,” और उससे संबंधित प्रविष्टियों के स्थान पर निम्नलिखित प्रविष्टियां रखी जाएंगी, अर्थात् :-

#### “ग. साधारण शर्तें

1. लागू होना – ये शर्तें भारत में यथास्थिति, स्थिर या परिवर्तनशील गति पर संचालित, विनिर्मित, संयोजित या आयातित विद्युत उत्पादन एप्लीकेशनों और उत्पादों के लिए सभी नए इंजनों पर लागू होंगी :

परंतु ये नियम निम्नलिखित को लागू नहीं होंगे :-

- (क) किसी भी ऐसे इंजन या उत्पाद को जिसका यथास्थिति, संयोजन या विनिर्माण या आयात भारत के बाहर निर्यात करने के प्रयोजन के लिए किया गया है, या;
- (ख) किसी भी ऐसे इंजन या उत्पाद को जो चार तक सीमित नमूने के प्रयोजन के लिए आशयित है और जिसे नमूना जांच पूरी होने के छह माह के भीतर वापिस निर्यात किया जाना है और जो भारत में विक्रय के लिए नहीं है।
- (ग) अनुसंधान और विकास परीक्षण हेतु कोई भी यथास्थिति, संयोजित या विनिर्मित या आयातित, इंजन या उत्पाद जिसे रद्दी कर दिया जाएगा या पुनःनिर्यातित किया जाएगा।

2. प्रमाणन की अपेक्षाएं – घरेलू विनिर्माता, आयातक या संयोजक 800 के डब्ल्यू तक के विद्युत उत्पादन हेतु इंजनों और इंजन विस्थापन >800 सीसी के इंजनों के 19 के डब्ल्यू तक के पोर्टेबल जेनरेटर सेटों और 800 सीसी तक के इंजन विस्थापन के अधिकृत प्रमाणन एजेंसी से प्रकार अनुमोदन प्राप्त करेगा और साथ ही उत्सर्जन सीमाओं के लिए अपने उत्पाद (उत्पादों) की उत्पादन अनुरूपता (सीओपी) परीक्षण जो अगले सीओपी वर्ष के लिए या उपर्युक्त विनिर्दिष्ट संशोधित मानदंडों के कार्यान्वयन की तारीख तक, जो भी पहले हो, के लिए वैध होगा, का अनुपालन करेगा।

स्पष्टीकरण : उत्पादन अनुरूपता वर्ष पद के अंतर्गत केलेंडर वर्ष की 1 जुलाई से आगामी केलेंडर वर्ष की 30 जून तक की अवधि आती है।

3. उस इंजन या उत्पाद का विक्रय, आयात या उपयोग जो इन नियमों का अनुपालन नहीं कर रहे हैं : कोई भी व्यक्ति विद्युत जनरेटिंग एप्लीकेशन के लिए ऐसे किसी इंजन का और जेनसेट का विक्रय, आयात या उपयोग नहीं करेगा जिसके पास साधारणशर्त 2 में निर्दिष्ट विधिमान्य किस्म अनुमोदन प्रमाणपत्र और उत्पादन अनुरूपता प्रमाण पत्र नहीं है।
4. अनुरूपता लेबलिंग की अपेक्षाएं जेनसेट के लिए प्रणाली और प्रक्रिया में यथा उल्लिखित होंगी।
5. **नोडल अभिकरण.**- केन्द्रीय प्रदूषण नियंत्रण बोर्ड, इन नियमों के कार्यान्वयन के लिए नोडल अभिकरण होगा।

- (क) इन नियमों के किसी विवाद या कठिनाई की दशा में, मामला नोडल अभिकरण को निर्दिष्ट किया जाएगा।  
 (ख) नोडल अभिकरण इन नियमों के कार्यान्वयन के संबंध में उसे सलाह देने के लिए एक स्थायी समिति का गठन करेगा।

**6. प्रमाणन के लिए प्राधिकृत अभिकरण.-** निम्नलिखित संस्थाएं इंजनों या विद्युत जनरेटिंग एप्लिकेशनों के लिए किस्म अनुमोदन और उत्पादन की अनुरूपता के प्रमाण पत्र देने के लिए ऐसे परीक्षण करने के लिए, जो वे आवश्यक समझें, और ऐसे प्रमाणपत्र देने या उसके साक्षी होने के लिए प्राधिकृत हैं, अर्थात्:-

- (क) आटोमोटिव रिसर्च एसोसिएशन ऑफ इंडिया, पुणे (महाराष्ट्र);  
 (ख) इंटरनेशनल सेंटर फॉर आटोमोटिव टेक्नोलॉजी, मानेसर (हरियाणा); और  
 (ग) इंडियन इंस्टीट्यूट ऑफ पेट्रोलियम, देहरादून (उत्तराखंड)

**7. अनुपालन और परीक्षण प्रक्रिया :**

- (1) सभी संबंधितों द्वारा केन्द्रीय प्रदूषण नियंत्रण बोर्ड द्वारा यथा प्रकाशित अनुपालन और परीक्षण प्रक्रिया का अनुसरण किया जाएगा।  
 (2) प्रमाणन के लिए प्राधिकृत अभिकरण उत्सर्जन की बाबत परीक्षण और प्रमाणन ब्यौरे वार्षिक रूप से केन्द्रीय प्रदूषण नियंत्रण बोर्ड को भेजेगा।
- 8. इंजन घटक या भाग पहचान :** उत्सर्जन क्रिया के लिए उत्तरदायी इंजन घटकों या भागों के सभी ब्यौरे अंग्रेजी भाषा में स्पष्टतः चिह्नित किए जाएंगे।
- 9. वैकल्पिक ईंधनों के लिए पद्धतियों की सुरक्षा संहिता जेन सेट के लिए** प्रणाली और प्रक्रिया में यथापरिभाषित होगी।
- 10. वैकल्पिक ईंधनों के लिए ईंधन प्रणाली घटकों का प्रमाणन जेनसेट के लिए** प्रणाली और प्रक्रिया में यथा परिभाषित होगा।
- 11. केन्द्रीय प्रदूषण नियंत्रण बोर्ड, वायु गुणवत्ता प्रबंधन आयोग, राज्य प्रदूषण नियंत्रण बोर्ड या प्रदूषण नियंत्रण समिति, क्षेत्र की स्थानीय परिस्थितियों को ध्यान में रखते हुए और अधिक कठोर मानक जारी कर सकेंगे।**
- 12. पूर्व मानकों के अनुसार जेनसेटों और जेनसेट इंजन विनिर्माताओं के लिए संक्रमणकालीन उपबंध निम्नानुसार यथा परिभाषित होंगे :-**

- (क) पूर्व मानकों के अनुसार इंजन प्रणाली के विनिर्माण की अंतिम तारीख 30 जून, 2023 होगी। पीआईई इंजनों के लिए यह तारीख 31 जुलाई, 2023 होगी।  
 (ख) पूर्व मानकों के अनुसार जेनसेटों के विनिर्माण की अंतिम तारीख 31 दिसंबर, 2023 होगी।  
 (ग) पूर्व मानकों के अनुसार पीआईई जेनसेटों के विनिर्माण की अंतिम तारीख 31 अगस्त, 2023 होगी।";
- (ख) क्रम संख्यांक 95 और उससे संबंधित प्रविष्टियों का लोप किया जाएगा;
- (ग) क्रमसंख्यांक 95क में, -
- (i) मद "क – उत्सर्जन सीमाएं" और उससे संबंधित प्रविष्टियों का लोप किया जाएगा ;  
 (ii) मद "ग – साधारण शर्तें" और उससे संबंधित प्रविष्टियों का लोप किया जाएगा ;
- (घ) क्रमसंख्यांक 95ख में, -
- (i) मद "क – उत्सर्जन सीमाएं" और उससे संबंधित प्रविष्टियों का लोप किया जाएगा ;

(ii) मद “ग – साधारण शर्तें” और उससे संबंधित प्रविष्टियों का लोप किया जाएगा ;

(ड.) क्रमसंख्यांक 95ग में, -

(i) मद “क – उत्सर्जन सीमाएं” और उससे संबंधित प्रविष्टियों का लोप किया जाएगा ;

(ii) मद “ग – साधारण शर्तें” और उससे संबंधित प्रविष्टियों का लोप किया जाएगा ;

[फा.सं. क्यू-15017/05/2012-सीपीडब्ल्यू]

नरेश पाल गंगवार, अपर सचिव

**टिप्पण :** मूल नियम, भारत के राजपत्र, असाधारण, भाग 2, खंड 3, उप-खंड (i) में का.आ. 844(अ), तारीख 19 नवम्बर, 1986 द्वारा प्रकाशित किए गए थे और अधिसूचना सं. सा.का.नि. 682(अ), तारीख 5 सितंबर, 2022 द्वारा अंतिम बार संशोधित किए गए।

## MINISTRY OF ENVIRONMENT, FOREST AND CLIMATE CHANGE

### NOTIFICATION

New Delhi, the 3rd November, 2022

**G.S.R. 804(E).**—Whereas, the Environment (Protection) Amendment Rules, 2022 were published in the Gazette of India, Extraordinary, Part II, Section 3, Sub-section (i), *vide* notification number G.S.R. 138 (E), dated the 18<sup>th</sup> February, 2022 inviting objections and suggestions from all persons thereby within a period of sixty days from the date on which copies of the Official Gazette containing the said notification were made available to the public;

And Whereas, copies of the Official Gazette containing the said notification were made available to the public on the 18<sup>th</sup> February, 2022;

And Whereas, objections and suggestions received from all persons and stakeholders in response to the said notification have been duly considered;

Now therefore, in exercise of the powers conferred by sections 6 and 25 of the Environment (Protection) Act, 1986 (29 of 1986) read with sub-rule (3) of rule 5 of the Environment (Protection) Rules, 1986, the Central Government hereby makes the following rules further to amend the Environment (Protection) Rules, 1986, namely: -

1. **Short title and commencement.**- (1) These rules may be called the Environment (Protection) Third Amendment Rules, 2022.

(2) They shall come into force from 1<sup>st</sup> July, 2023.

2. In the Environment (Protection) Rules, 1986, in the Schedule I,-

(a) in serial number 88-,

(i) item “A. Emission Standards” and entries relating thereto, the following shall be substituted, namely:-

**“A. Emission Standards:**

The emission limits for new engines used for power generating set (hereinafter referred to as Genset) applications up to 800 kW Gross Mechanical Power, namely:

(i) Diesel engines;

(ii) Engines based on dedicated alternate fuels;

(iii) Engines based on Bi-fuels run either on Gasoline or on any one of the alternate fuels;

(iv) Engines based on Dual Fuel run on Diesel and any of the alternate fuels;

(v) Portable Generator sets (PI engines below 19kW and up to 800 cc displacement) run on Gasoline fuel, dedicated alternate fuels and Bi-fuel run either on Gasoline or on any one of the alternate fuels;

1. The emission limits for new engines up to 800 kW used for Genset shall be effective from 1<sup>st</sup> July, 2023 as specified in the Table 1 and Table 2 below subject to the General Conditions contained therein, namely:

**TABLE 1**

Emission limits for Genset engines up to 800 kW Gross Mechanical Powered by All CI engines and PI engines > 800 cc engine displacement.

Power Category, kW	NOx	HC <sup>*/**</sup>	NOx +HC <sup>*/**</sup>	CO	PM		Smoke (light absorption coefficient)	
	CI/PI	CI/PI	CI/PI	CI/PI	CI	PI	CI	PI
	g/kWh						m-1	
P ≤ 8	-	-	7.5	3.5	0.30	-	0.7	-
8 < P ≤ 19	-	-	4.7	3.5	0.30	-	0.7	-
19 < P ≤ 56	-	-	4.7	3.5	0.03	-	0.7	-
56 < P ≤ 560	0.40	0.19	-	3.5	0.02	-	0.7	-
560 < P ≤ 800	0.67	0.19	-	3.5	0.03	-	0.7	-

**TABLE 2**

Emission limits for portable Genset up to 19 kW powered by PI engines (up to 800 cc engine displacement)

Category Engine Displacement (cc)	CO	NOx +HC <sup>*/**</sup>
	g/kWh	
Up to 99	< 250	< 10
> 99 and up to 225	< 250	< 08
> 225 and upto 800	< 250	< 06

The abbreviations used in Table 1 and Table 2 are as follows:

- (i) NOx – Oxides of Nitrogen;
- (ii) HC– Hydrocarbon;
- (iii) CO – Carbon Monoxide;
- (iv) PM – Particulate Matter;
- (v) CI-Compression Ignition engines;
- (vi) PI- Positive Ignition engines;
- (vii) \* HC stands for THC for diesel and gasoline;
- (viii) \*\* HC for alternate fuels shall be as defined in System and Procedure for Generator set.

2. Test cycle for constant speed and variable speed application shall be as described in System and Procedure for Genset.
3. Smoke shall not exceed prescribed limit value throughout the operating load points of the test cycle.

Note: (i) The test shall be done on engine dynamometer for all CI engines and PI engines (above 800 cc displacement);

(ii) the test shall be done on resistive load bank for Portable Gensets (up to 19 kW and up to 800 cc engine displacement) powered by PI engines;

(iii) the emission limits are applicable to both constant speed and variable speed gensets and genset engines are used primarily to operate an electrical generator or alternator to produce and supply electric power for other applications in place of power from electric grid;

- (iv) portable genset combines an electrical generator and a prime mover engine to form a single piece of equipment. This combination engine-generator set can be moved, pulled and not attached to earth, by a person and not build permanently into a structure such as power house or station and satisfy the following conditions namely,-
- power output is up to 19 kW and up to 800 cc engine displacement;
  - power by PI air cooled engine;
  - it is on Hand-cart mounted units.
- (v) the test procedure for measurement of gross power and the tolerances shall be as per procedure laid down in System and Procedure for Genset;
- (vi) administrative and test procedure for measurement of emission of visible and gaseous pollutant and particulate matter shall be as per procedure laid down System and Procedure for Genset;
- (vii) Table 1 and Table 2 emission limits shall be applicable for Type Approval Test and Conformity of Production Test as carried out by authorised certifying agencies;
- (viii) Frequency of Conformity of Production test and selection procedure shall be as per procedure laid down in System and Procedure for Genset;
- (ix) engine Durability Period and Deterioration Factor: Deterioration factor is applicable to all CI and PI engines above 19 kW power category only;
- (a) engine manufacturer may choose for an engine test laid down in System and Procedure for Genset as mentioned in Table 3 given below:

**TABLE 3**

Category (Power Band)	Emission durability period (hours)	Engine Category
>19 ≤ 56 kW (constant speed Engines)	3000	PI and CI
>19 ≤ 56 kW (Variable speed Engines)	5000	PI and CI
> 56 kW (All engines)	8000	PI and CI

- (b) as an alternative to use a service accumulation schedule to determine deterioration factors, engine manufacturers shall use the assigned multiplicative deterioration factors for engine families using exhaust after-treatment system as per the Engine Capacity mentioned in Table 4 given below:

**TABLE 4**

Engine Category	CO	HC	Nox	PM
CI	1.3	1.3	1.15	1.05
PI	1.3	1.3	1.15	-

- (c) Additive Deterioration Factors shall be specified by manufacturer with the supportive document as specified System and Procedure for Genset for each pollutant in an engine family approval application for CI engines and PI engines not using any exhaust after-treatment system;
- (d) manufacturers shall request type approval certification for shorter or longer useful life for an engine family and the test agency can approve a shorter or longer useful life in hours of engine operations but not in years.
4. Engines rely on the external devices and/ or reagent in order to reduce emissions, shall ensure the correct operation of NOx control measures through Onboard Diagnostics as per procedure laid down in System and Procedure for Genset.
5. Emission of ammonia over the test cycles for engines equipped with Selective Catalytic Reduction shall not exceed a mean value of 25 part per million (ppm) for engine power category less than or equal to 56 kW and 10 ppm for engine power category above 56 kW.
6. Engines rely on the use of any external devices and /or exhaust after treatment device to reduce particulate matter emissions, shall ensure the correct operation of particulate matter control measures.
7. PI engines rely on the use of any external devices and /or exhaust after treatment device to reduce NOx emissions, shall ensure the correct operation of NOx control measures, as per procedure laid down in System and Procedure for Genset.
8. The NOx reduction reagent shall conform to standards determined in System and Procedure for Genset.

9. Specifications of test fuels for Type approval and Conformity of Production tests shall be as defined in System and Procedure for Genset and one emission compliance tests shall be carried either on commercially available fuel or with reference fuel as declared by the manufacture during type approval test application and the same to be followed during Conformity of Production compliance tests.
10. Stack height for Genset shall be governed as per Central Pollution Control Board guidelines.
11. Electronically controlled compression Ignition engines and dual fuel engines shall be within the control area regulated in System and Procedure for Genset and shall not exceed more than two times the limit values of the emissions specified in Table 1.”;

(ii) item “C. General Conditions,” and the entries relating thereto the following shall be substituted, namely: -

**“C. General Conditions:**

1. Applicability.- These General Conditions shall apply to all new engines for power generation application and products manufactured, assembled or imported to India, operating at constant or variable speed as the case may be:

Provided that these rules, shall not apply to-

- (a) engine or product, assembled or manufactured or imported, as the case may be, for the purpose of export outside India, or;
- (b) engine or product intended for the purpose of sample limited to four in number and to be exported back within six months of completing the sample testing and not for sale in India.
- (c) engine or product, assembled or manufactured or imported, as the case may be, for the purpose of research and development testing which shall be scraped or re-exported.

2. Requirement of certification.- Domestic manufacturer, importer or assembler of engines for power generation up to 800 kW and engine displacement > 800 cc and of portable Gensets up to 19 kW and engine displacement up to 800 cc, shall obtain Type Approval from authorised certifying agency and also comply with Conformity of Production test of their product(s) for the emission limits which shall be valid for the next Conformity of Production year or the date of implementation of the revised norms specified above, whichever is earlier.

*Explanation.* – The term Conformity of Production year covers the period from 1<sup>st</sup> July of calendar year to 30<sup>th</sup> June of the following calendar year.

3. Sale, import or use of engine or product not complying with these rules.- No person shall sell, import or use an engine and genset for power generation application which is not having a valid Type Approval certificate and certificate of Conformity of Production referred to in General Condition 2.
4. Requirement of conformance labelling shall be as mentioned in System and Procedure for Genset.
5. Nodal Agency. – The Central Pollution Control Board shall be the nodal agency for implementation of these rules.

(a) In case of difficulty in implementation of these rules, the matter shall be referred to the nodal agency.

(b) shall constitute a Standing Committee to advise it related to the implementation of these rules.

6. Authorised agencies for certification. – (a) Automotive Research Association of India, Pune (Maharashtra); (b) International Centre for Automotive Technology, Manesar (Haryana); and (c) Indian Institute of Petroleum, Dehradun (Uttarakhand) are authorised to carry out or witness such tests as they may deem necessary, for giving certificates of Type Approval and Conformity of Production for engines and Gensets for power generation application: -
7. Compliance and testing procedure.-
  - (1) the Compliance and Testing Procedure, as published by the Central Pollution Control Board shall be followed by all concerned,
  - (2) the authorised agencies for certification shall submit the testing and certification details in respect of the emission to the Central Pollution Control Board annually.
8. Engine components or parts identification.- All the details of engine components or parts responsible for the emission performance shall be clearly marked in English language.
9. Safety code of practices for alternate fuels shall be as defined in System and Procedure for Genset.

10. Fuel system components certification for alternate fuels shall be as defined in System and Procedure for Genset.
11. The Central Pollution Control Board, Commission for Air Quality Management, State Pollution Control Boards or Pollution Control Committee may issue more stringent norms taking account to local condition of the area.
12. Transition provisions for Gensets and Genset engines manufactured as per earlier norms shall be as defined as follows:
  - (a) Last date of manufacturing of engine system as per earlier norms shall be 30<sup>th</sup> June 2023. For PI engines it shall be 31<sup>st</sup> July 2023.
  - (b) Last date of manufacturing of Gensets as per earlier norms shall be 31<sup>st</sup> December 2023.
  - (c) Last date of manufacturing of PI Gensets as per earlier norms shall be 31<sup>st</sup> August 2023.”;
- (b) serial number 95 and the entries relating thereto shall be omitted;
- (c) in serial number 95 A,-
  - (i) item “A. Emission Limits” and the entries relating thereto shall be omitted;
  - (ii) item “C. General Conditions” and the entries relating thereto shall be omitted;
- (d) in serial number 95 B,-
  - (i) item “A. Emission Limits” and the entries relating thereto shall be omitted;
  - (ii) item “C. General Conditions” and the entries relating thereto shall be omitted;
- (e) in serial number 95 C,-
  - (i) item “A. Emission Limits” and the entries relating thereto shall be omitted;
  - (ii) item “C. General Conditions” and the entries relating thereto shall be omitted.

[F.No. Q-15017/05/2012-CPW]

NARESH PAL GANGWAR, Addl. Secy.

**Note:** The principle rules were published in the Gazette of India, Extraordinary, Part II, Section 3, Sub-section (i), *vide* number S.O. 844(E), dated the 19th November, 1986 and lastly amended, *vide* notification G.S.R. 682(E), dated the 5<sup>th</sup> September, 2022.



Direction No. 76

**COMMISSION FOR AIR QUALITY MANAGEMENT  
IN NATIONAL CAPITAL REGION AND ADJOINING AREAS**

17th Floor, Jawahar Vyapar Bhawan (STC Building)  
Tolstoy Marg, New Delhi-110001

F. No. A-11018/01/ 2021-CAQM/15322-15331 Dated: 29.09.2023

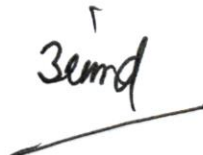
**Subject: Directions under Section 12 of the Commission for Air Quality Management in National Capital Region and Adjoining Areas Act, 2021 – Review of regulations for use of DG sets in NCR.**

WHEREAS, Ministry of Environment, Forest and Climate Change, Government of India, in exercise of the powers conferred under Section 3 of the Commission for Air Quality Management in National Capital Region and Adjoining Areas Act 2021, has constituted the Commission for Air Quality Management in National Capital Region and Adjoining Areas (hereinafter referred to as the Commission);

WHEREAS, under Section 12 (1) of the Act, the Commission is vested with powers to take all such measures, issue directions, etc., as it deems necessary or expedient for the purpose of protecting and improving the quality of the air in the National Capital Region and Adjoining Areas;

WHEREAS, Section 12 (2) (ix) of the Act empowers the Commission to issue directions in writing to any person, officer, or any authority and such person, officer or authority shall be bound to comply with such directions;

WHEREAS, Section 12(2)(iv) of the Act empowers the Commission to lay down parameters for discharge of emissions from various sources whatsoever that have implications on the air quality in the region;



WHEREAS, Section 12(2)(v) of the Act also empowers the Commission to impose restrictions and regulate operations or processes that have implications on air quality in the region;

WHEREAS, the Commission has repeatedly taken up the matter relating to air pollution with the State governments of Haryana, Rajasthan, Punjab, Uttar Pradesh and Government of NCT of Delhi and various organizations concerned of the Central and State Governments/ GNCTD and has issued various Directions, Advisories and Orders for effective implementation of measures for abating air pollution in NCR, from time to time;

WHEREAS, the Commission has observed and has been sensitizing all stakeholders that, amongst others, large-scale unregulated use of Diesel Generator (DG) sets is a major contributing factor for deterioration of air quality in the region;

WHEREAS, in wake of generally prevailing adverse air quality in NCR during the winter season, the Commission, through directions No. 54-57 dated 08.02.2022, followed by Direction No. 68 dated 14.09.2022 and its related orders called for regulated use of DG Sets in the NCR, particularly during the periods of restrictions under the GRAP, subject to adopting emission control measures /devices/ systems such as retrofitted Emission control devices (ECDs) and dual fuel mode (gas and diesel), amongst other means of emission control;

WHEREAS, large number of DG sets operating in the region, even during the periods other than restrictions under the GRAP, cause heavy air pollution and are a matter of concern and thus, with a view to regulating the use of DG Sets even for such periods, the Commission issued Direction No. 71 for expeditious conversion of DG Sets to dual fuel mode, in areas where gas infrastructure and supply is available;

WHEREAS, the Commission from time to time reviewed the progress and status in this matter, in line with various directions issued by it;

*3end* 2

WHEREAS, the Commission revisited / reviewed some provisions of the extant directions on the regulated use of DG sets and issued a revised Direction No. 73 dated 02.06.2023, to be applicable across all sectors in the NCR including Industrial, Commercial, Residential and Office establishments etc., as well as permitting more time to implement the schedule w.e.f. 01.10.2023.

WHEREAS, preparatory actions were initiated by various stakeholders towards emission control from DG sets through retro-fitted ECDs and / or dual fuel systems, a number of representations were still being made to the Commission, including deliberations / meetings with various stakeholders in this context, wherein the following were highlighted:

- i. Issues related to availability of certified RECDs and agencies for all capacity ranges and vintages of DG sets.
- ii. Issues related to availability / delays in PNG infrastructure and supply, purely for DG sets.
- iii. Techno-commercial issues, logistics and time involved for fitment of RECDs / conversion to dual fuel mode.
- iv. Issues related to availability of DG sets to the latest standards as in MoEFCC notification No. GSR 804(E) dated 03.11.2022 (CPCB-IV).
- v. No means for emission control in under 19 kW capacity range of DG sets (neither RECDs nor dual fuel mode are available / suited).
- vi. Issues related to use of DG sets for emergency services.

Owing to the above, a number of stakeholders broadly requested for the following:

- (a) Extension of the deadline of 30.09.2023, as laid down in Direction No. 73, by about 3 months.
- (b) Stipulating a condition of '**OR**' instead of '**AND**' towards fitment of RECDs and conversion to dual fuel system, for all categories of DG sets above 19kW capacity.
- (c) Permitting DG Sets of >800 kW capacity to be run uninterruptedly for the durations of power supply failure, subject to compliance of



standards as in Direction No. 73 dated 02.06.2023, even during restrictions under GRAP.

- (d) Permitting such DG sets of < 125 kW capacity to be run for emergency services, even during the restrictions under the GRAP, where either certified ECDs are presently not available at all or where gas infrastructure and supply is also not available to enable running them in a dual fuel mode.

NOW, THEREFORE, in due consideration of the contentions and submissions made by various stakeholders, issues in ground level implementation, availability of RECDs / dual fuel systems / new gensets to CPCB -IV standards and various other techno-commercial considerations put forth by them, the Commission, pursuant to a comprehensive review and in supersession of all extant directions / orders / guidelines on the regulations for DG sets, now directs for adoption of the following Schedule for regulated operations of DG sets (only as a backup against regular power supply failures) across all sectors in NCR including Industrial, Commercial, Residential and Office establishments etc.:

<b>S. No.</b>	<b>Capacity Range of DG sets</b>	<b>System to be adopted for control of emissions</b>	<b>Regulations for use</b>
1.	Power generating sets of all capacities running on LPG/ Natural Gas/ Bio-gas/Propane/Butane	None	No restrictions (Even during periods under GRAP)
2.	Power generating sets of all capacities up to 800 kW to standards as per MoEFCC notification No. GSR 804(E) dated 03.11.2022	None	No restrictions. (Even during periods under GRAP)

*2and*

3.	800 kW and above	Any emission control mechanism, strictly subject to compliance of emission standards as indicated below. *	No restrictions (Even during periods under GRAP)
4.	125 kW to less than 800 kW	Dual fuel mode <b>OR</b> Retro-fitted ECDs through certified vendors / agencies	No restrictions (Even during periods under GRAP)
5.	19 kW to less than 125 kW	Dual fuel mode	No restrictions (Even during periods under GRAP)  DG Sets not working in a dual fuel mode, only owing to non-availability of gas infrastructure and supply, shall be permitted only for emergency services as stipulated in this direction.
6.	Portable DG sets (below 19 kW)	Presently no specific means of emission control are available in this category / capacity range of DG sets.	No restrictions during the periods, other than restrictions under GRAP.  Not to be generally permitted during periods of restriction under GRAP. These shall, however, be permitted even during periods under GRAP only for emergency services as stipulated in this direction.

*2024*

**\*Standards for stack emissions for 800 kW and above capacity DG sets**

S.No	Parameter	Emission Standards
i.	PM (at 15% O <sub>2</sub> )	50 mg / Nm <sup>3</sup>
ii.	NO <sub>x</sub> (at 15% O <sub>2</sub> )	650 mg / Nm <sup>3</sup>
iii.	CO (at 15% O <sub>2</sub> )	100 mg / Nm <sup>3</sup>
iv.	Minimum DG Stack height	<p>30 meters <b>OR</b> minimum 6 meters above the height of the building where DG set is installed, whichever is higher.</p> <p><b>For example</b>, if the building height where such DG set is installed is 20 meters, minimum stack height for DG set should be 30 meters from ground level;</p> <p>While, if the building height itself is 27 meters, the minimum stack height for the DG set should be 33 meters from the ground level.</p>

The regulated schedule for operation of DG sets issued vide Direction No. 73 dated 02.06.2023 comes to effect from 01.10.2023. The revised schedule as above further eases out the means of implementation and addresses practical difficulties and techno-commercial concerns of various stakeholders and thus the revised schedule for regulation of DG sets would be in force in the entire NCR w.e.f. 01.10.2023.

Notwithstanding the revised schedule as above, in the interest of not disrupting emergency services and permitting sufficient time for adopting the stipulated emission control mechanism in such existing DG Sets, the Commission, hereby, as a one-time exception, permits DG Sets for all capacity ranges (which have still not been equipped with emission control devices / systems as per the above noted schedule), to be run only for emergency services in the NCR as listed below, even under periods of restrictions under the GRAP, **only up to 31.12.2023** and strictly subject to adherence to the above noted schedule / measures for emission control thereafter:

- (i) Elevators / Escalators / Travelators etc. in various installations; Commercial entities / residential societies shall, however, ensure that operation of DG sets and supply

*2/10/23*

therefrom is purely limited to operation of elevators / escalators / travelators etc. and not for any other activities of commercial entities / residential societies.

- (ii) Medical Services (Hospital/Nursing Home/Health care facilities) including units involved in manufacturing of life saving medical equipment/devices, drugs and medicines.
- (iii) Railway Services / Railway Stations.
- (iv) Metro Rail Corporation & MRTS Services, including trains and stations.
- (v) Airports and Inter-State Bus Terminals (ISBTs).
- (vi) Sewage Treatment Plants.
- (vii) Water pumping Stations.
- (viii) Projects related to national security, defence & of national importance.
- (ix) Telecommunications and IT/ data services.

It is further reiterated that appropriate emission control mechanism shall be put in place on or before 31.12.2023, in respect of DG sets being used in above listed emergency services, to avoid action under the relevant provisions of laws / rules / regulations / directions etc., thereafter.

NCR State PCBs/ DPCC shall ensure compliance of above noted directions and regularly monitor the field level implementation.

— sd —  
(Arvind Nautiyal)  
Member- Secretary

To

1. The Chief Secretary, Government of NCT of Delhi
2. The Chief Secretary, Government of Haryana
3. The Chief Secretary, Government of Rajasthan
4. The Chief Secretary, Government of Uttar Pradesh

Copy to:

1. Chairman, DPCC
2. Chairman, HSPCB
3. Chairman, RSPCB
4. Chairman, UPPCB
5. Chairman, CPCB.
6. The Chairperson and all Members, CAQM.

— sd —  
(Arvind Nautiyal)  
Member- Secretary