

CENTRAL COALFIELDS LIMITED
(A Subsidiary of Coal India Limited)
PURCHASE DEPARTMENT
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Fax (91) (0651) 2360257,E.Mail # rch_cclmm @sancharnet.in
Website <http://ccl.cmpdi.co.in>

ADVERTISED TENDER ENQUIRY			
ADVERTISEMENT No.02/ 2008.....; SL.No.13			
TENDER FEE (Non-Refundable/Non-transferable)			
		Rs.2000/= (Rupees Two thousand only)	
ISSUED AGAINST:-			
Cash Receipt/Demand Draft No..... Dated...../...../200....			
(Signature of Issuing Authority]			
The tender documents can be downloaded from website http://ccl.cmpdi.co.in by the intending tenderer. The last date for downloading the tender paper from the website is one day prior to the last date of receipt of tender. The bid submitted against the application form downloaded shall be considered valid only when accompanied by a Bank draft drawn in favour of CCL towards the cost of the tender document indicated on the NIT.			
ESTIMATED COST TENDERED FOR = RS.18.50 LAKH			Signature of Dealing Officer
EARNEST MONEY/ SECURITY MONEY EMD= Rs.37,000.00	Is applicable for this tender .		
PERFORMANCE BANK GUARANTEE	Is not applicable for this tender .		Signature of Dealing Officer
To, M/s			<u>By.Registred Post</u> <u>By Hand delivery</u>

TENDER NO. : DyMM(P)/CS/247/08-09/ CI-PIPE SAND STOWING/08

BRIEF DESCRIPTION OF ITEM(s) : C I PIPE FOR HW SAND STOWING 6" / 150 MM Dia – 850 Mtrs

Sealed tenders are invited, to be **submitted in duplicate sets**, complete in all respect, **from proven Indigenous Manufacturers** OR if manufacturers are not directly marketing, then in that case from their Sole Agent/Distributor/Authorized dealers. For imported stores, in case there are no Sole agents/distributors/authorized dealers of the proven manufacturer in the country, Tender may be submitted by Stockist (**Proven ness criteria for all as per Annexure-F**)

Tender should be submitted in line of **Detail Technical Specifications (Scope of Supply / Schedule of requirement) - Annexure ‘G’, on the terms & conditions enclosed herewith.**

Sole Agents / Distributors / Authorized dealers or Stockist must enclose with the tender, their Principal’s Authority letter (from Principals Head office/Registered office by competent authority) for participating in this tender on their behalf. Authority letter should be addressed to CCL, **specifying the Tender No and due date, in absence of which the offer is liable for rejection.**

SPECIAL TERMS & CONDITIONS OF TENDER

1. Quotation is invited in **TWO parts** for supply of materials as indicated in the attached schedule (Annexure-G).

2.The tender is due for submission **up to 2.30 PM on 27-2-2008.**

3.Tender will be **opened at 3.30 PM on 27-2-2008** before the attending tenderers.

NB:-If the tender is not opened on the above date due to unforeseen circumstances, then it will be opened on the next working day.

4. Tender must be submitted, **in duplicate, in sealed covers** in line of Annexure-B. The envelopes must be super scribed with the Tender Number and the date of opening and put in the Tender Box provided for this purpose or may be handed over to the authorized company official against receipt of tender submitted. Tenders may also be sent by post wherein receipts will not be issued.
5. The rate shall be quoted on **FOR-destination basis**. The quotations should indicate rate per unit, discount, if any, total price and delivery terms. The rates of taxes and duties applicable should be quoted.

(i) For all **indigenous supplies, the firm should quote their rates on FOR Destination basis with break up of prices e.g. (i) Ex-works Price and (ii) Freight, Insurance, Packing & Forwarding Charges on lump sum basis. Excise Duty, if applicable, will be payable extra as per prevailing Excise rules. Refund / Credit, if any, obtained shall be passed on to the buyer which shall be certified by the auditor of the supplier. Sales Tax will be payable extra, as applicable. The safe arrival of stores at destination shall be the responsibility of the supplier. Coal India Limited/Subsidiary Companies should arrange for insurance policy only for contracts made on Ex-works/FOR Dispatching station basis or where the firm has not accepted the responsibility of safe arrival of consignment at destination even though the tenderer has agreed to pay freight up to destination in the tender.**

(ii) A domestic manufacturer shall be considered as an indigenous manufacturer, if the equipment / item manufactured and offered by them against tender has indigenous material content cost plus labour content cost in excess of 30% of ex-works value of the equipment including all taxes and duties. **This is to be certified by the auditor of the manufacturer .**

6. For **Imported materials**, the rates shall be quoted as follows:-

(i) In case of direct import by CCL the tenderers should quote price on FOB delivery port basis only. The country of origin must be indicated.

(ii) In case of imported stores, where the supplier is to arrange importation and paying customs duty etc., the rates quoted will be on FOR Destination basis and the safe arrival of the consignment from country of origin dispatched to the destination will be of supplier responsibility. In that case Sales Tax and Statutory Local Levies (if any) will be payable extra as applicable. No excise duty will be payable.

(iii) In case of Imported stores other than direct import by CCL **The firm should quote FOR destination price and the firm shall give a certificate along with their offer of their Auditor certifying that they have paid Customs Duty as per prevailing Customs Rates and refund if any shall be passed on to the buyer .**

In the event of any order placed against this tender based on clause (ii) & (iii) above, the following may please be noted:-

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- a) The supply is to be arranged after specifically importing the ordered items and in matching sets only as specified in the NIT/ Supply Order.
- b) Individual items have to be supplied in ORIGINAL PACKING.
- c) The following import documents from Principal are to be submitted to the **consignee** with supply bills for each supply:-

i)	Principals Invoice or Packing List	Photocopy as well as original to be furnished.
ii)	Bill Of Entry for Home Consumption	All the originals will be returned to the firm after verification with photocopies submitted and after suitable endorsement on the original documents.
iii)	Bill of Lading/Airway Bill.	Photocopy to be furnished.
iv)	Firm shall give a certificate along with their offer of their Auditor certifying that they have paid Customs Duty as per prevailing Customs Rates and refund if any shall be passed on to the buyer	

7. The prices quoted must be **FIRM** till delivery, **otherwise; the offer will be rejected**, and the offers made must remain open for acceptance for **SIX MONTHS** from the due date of opening of the tender (withdrawal of offers within original validity of six months is not allowed). The prices offered should be given preferably both in words and figures.

8. Printed terms and conditions of the vendor shall not be considered. Tenderers are requested to submit their offer complete in all respects maintaining serial number of items, terms and conditions as per tender documents along with all supporting documents failing which offer may not be considered & no further clarification on technical commercial aspects may be entertained.

9. Firm delivery period should be specified. The quantity offered for supply within a specified delivery period should also be indicated. **The required delivery schedule for completion of supplies is as per delivery schedule (mentioned at scope of supply / Schedule of requirement) from the date of receipt of supply order.**

LIQUIDATED DAMAGES

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

In the event of failure to delivery or dispatch the stores within the stipulated date/period in accordance with the samples and/or Specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, Central Coalfields Ltd. should have the right:

a) To recover from the successful tenderer as agreed **liquidated damages**, a sum not less than **0.5% (half percent)** of the price of any stores which the successful tenderer has not been able to supply as aforesaid

for each week or part of a week during which the delivery of such stores may be in arrears limited to **10%**. Where felt necessary the limit of **10%** can be increased to **15%** at the discretion of Head of Materials Management Division.

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

(c) To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk and cost of the defaulting supplier and also.

(d) To extend the period of delivery with or without penalty as may be considered fit and proper, the penalty, if imposed shall not be more than the agreed Liquidated Damages referred to in clause (a) above.

(e) To forfeit the security deposit full or in part.

(f) Whenever under this contract a sum of money is recoverable from and payable by the supplier,

Central Coalfields Ltd. shall be entitled to recover such sum by appropriating, in part or in whole, by deducting any sum or which at any time thereafter may become due to the successful tenderer in this or any other contract. Should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay Central Coalfields Limited on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

FORCE MAJEURE CLAUSE

If the execution of the contract/supply order is delayed beyond the period stipulated in the contract/supply order as a result of outbreak or hostilities, declaration of an embargo or blockade, or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of

God then Central Coalfields Limited may allow such additional time by extending the delivery period, as it considers to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by Central Coalfields Limited, the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended.

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

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

c) If any of the Force majeure conditions exists in the place of operation of the bidder even at the time of submission of bid, he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations. [7.18(iv),P62]

10.PAYMENT TERMS

(i)Payment against the supply orders placed by CCL shall be arranged by the CCL, if not specified otherwise.

(ii)Payment for Agency Commission, if any, involved, may be considered in case, of necessity subject to compliance of the Government of India Guidelines issued from time to time. The name of the Indian Agent with their full address and the quantum of Agency Commission. if any payable shall have to be mentioned in the quotation and so shall be mentioned in supply order itself .

PAYMENT AUTHORITY

The paying authority shall be mentioned clearly in the supply order and the supplier shall be suitably advised to submit their bills with requisite documents specified in the supply order to the specified paying authority. Paying authority shall ensure prompt payment to the supplier's bills, if the same is submitted as per the terms of the supply order.

PAYMENT TERMS	Applicable is ticked
<p>PAYMENT AGAINST TRIAL ORDERS: For Trial Orders to be placed for supply of Spares/Consumable. 100% payment shall be made after six months, of satisfactory performance against submission of Bank Guarantee of equivalent amount valid for a period of nine months thereafter (beyond initial six months). The Spares/Consumable found to perform satisfactorily and fulfilling the contractual obligations as per the supply order for a period of one year from the date of commissioning, 100% Bank Guarantee shall be released on receipt of Performance Bank Guarantee of 20% amount. 6 months satisfactory performance shall not however give entitlement to claim that their Spares/Consumable shall have to be considered proven. For proven ness of any spare/consumable, the concerned annexure-F may be referred to.</p>	X
<p>PAYMENT FOR SPARE PARTS & OTHER CONSUMABLE ITEMS 100% payment shall be released after receipt and acceptance of goods at site. This shall be arranged by 21 days of receipt of goods at site. This payment term is applicable for regular orders and for proven materials. For procurement of imported materials in rupee payment from any Indian supplier the above payment term are applicable. However necessary documents for authenticity and genuineness of supply of imported materials shall have to be submitted by the supplying firm (Cases falling under clause 6(i) & 6(iii))</p>	✓
<p>For overseas manufacturers, normally L.C. payment may be considered. However, under special circumstances and for low value items, other mode of payment i.e. direct remittance etc. may also be considered keeping in view the RBI norms. For the contracts concluded for importation of materials directly from abroad, L.C. payment against proof of dispatch and other import documents namely, guarantee certificate, test certificate, country of origin etc. may be considered. If felt necessary , CCL may also insist for performance bank guarantee at the time of procurement of critical items namely PVC belting, OTR tyre, etc for which performance to be guaranteed shall be clearly indicated in the supply orders.(Cases falling under 6(i))</p>	X
<p>PAYMENT TERM FOR ANCILLARY UNITS 95% payment will be released against receipted challan of the consignee and remaining 5% payment will be released after 30 days of receipt and acceptance of materials.</p>	X
<p>PAYMENT TERM FOR EQUIPMENT 80% payment will be released within 21 days after delivery of the equipment and receipt & acceptance of performance Bank Guarantee by the consignee . Balance 20% payment shall be released within 21 days after successful installation & commissioning of the equipment. This payment term is applicable for regular supply order to be placed for the proven equipment.</p>	X

11. If required, an advance sample by the successful tenderer may have to be submitted free of cost for approval of indeterminable parameters such as, shade/tone, size, make-up, feel, finish and workmanship, before giving clearance for bulk production of the supply by this office. Samples must be labeled with the tenderers name, address and this office enquiry No and due date for opening of the tender. [CVC/CTE]

12. Materials are subject to inspection by an Inspecting officer or by a recognized Government Agency nominated by CCL for the purpose, before dispatch, if necessary, as per Annexure-“C”. Even after Pre-dispatch inspection is carried out, the materials will be subjected to final inspection at site after receipt of the same at site.[7.24 ,P67]

INSPECTION CRITERIA]

- a) That inspection will be carried out to establish conformance to the acceptance criterion specified.
- b) That in case equipment and materials do not conform to the acceptance norms, they will be summarily rejected unless the deviations in this regard have, for good and sufficient reasons to be recorded in writing, been accepted by CCL.
- c) The cost implications as a result of deviations in such cases will invariably be taken into account.

That the contractor will give a clear notice period offering the materials/equipment for inspection and they will not be dispatched unless they are inspected as cleared for dispatch by CCL. CCL may in exceptional cases waive this requirement for good and sufficient reasons with price adjustments, wherever required.

INSPECTION OF STORES

Normally inspection of stores and Equipment will be made after receipt of the materials at site. Inspection will be made by representative of the concerned technical department, who will be authorized to carry out the inspection.

- 13. The Packing of all the materials quoted shall conform to the requirements of the carriers.
- 14. Supply order, if placed, will be subject to the terms and conditions given separately.
- 15. If the order is placed on the assurance of earlier delivery offered in preference to the lowest acceptable offer then in case of failure, you will be liable to pay the difference between the lowest acceptable offer and your offer.
- 16. The tenderers shall quote to the specifications given (As per Annexure-G). They are, however, at liberty to quote for any other alternatives, which, in their opinion, will serve the purpose. The materials shall conform to relevant ISS and in its absence to appropriate BSS/VDE/DIN.
- 17. Firms who are manufacturer must submit their complete and valid NSIC/DGS&D Registration certificate with the list of items attached covered with BIS license/DGMS approval etc. **In case the Tenderers submit self attested copies of registration certificate of DGS&D/NSIC, License from BIS and approval certificate issued by DGS&D/other Independent Statutory Bodies of Govt. of India, along with the tender such documents should be duly attested by Notary Public which will be accepted as an authentic document without going for any further verification with the original document.**
- 18. Normally no deviation is acceptable to our tender documents. Terms and offers which are in deviations are liable for rejection without making any back reference to the tenderers. Offers as asked for must be submitted complete in all respects.
- 19. Self attested copies of orders received from subsidiaries of CIL for the quoted items should be submitted along with the quotation in the first bid. List of past supplies with the details of order reference and the performance report if any should be furnished along with the offer.
- 20. **EARNEST MONEY/SECURITY MONEY:**
 - a) The value of Earnest Money to be deposited by the tenderer should be 2% of the value of the estimated cost tendered for or Rs.10,00,000/-, whichever is lower. EMD should be in the form of Demand Draft payable to **Central Coalfields Ltd.** at Ranchi and must accompany the quotation i.e. Cover-I of the bid. For unsuccessful tenderer EMD shall be refunded immediately after finalization of the tender with the approval of the HOD of MM dep't. or Head of Area. EMD shall be forfeited if any tenderer withdraw their offer before finalization of the tender or fails to submit order acceptance within 15 days from the date of order.

b) Two weeks time (15 days) shall be given in the order to the successful tenderer to furnish the security deposit. In case the firm fails to deposit the security money, the order shall be cancelled and the case shall be processed to order elsewhere and the firm's performance is to be kept recorded for future dealings with them.

The value of Security Money to be deposited by the successful tenderer in the form of Bank Draft /Bank Guarantee of any Scheduled Bank shall be 10% of the value of the awarded contract without having any ceiling.

For successful tenderer, EMD shall be converted to Security Money which will be refunded to the firm within 30 days of satisfactory execution of the contract with the approval of the HOD of MM dep't./Head of the Area.

For unsatisfactory performance and/or contractual failure, the security money shall be forfeited.

c) For procurement value less than Rs.1,00,000/-, no earnest money/security deposit will be required.

d) If any State/Central Govt. Organization/PSU & valid DGS&D/NSIC registered (for the tendered items) firm can produce documentary evidence issued by Govt. authorities for according exemption towards submission of EMD/SD (in Part-I / Cover-I of the bid), they may be considered for exemption from submission of EMD/Security Deposit. **No exemption from depositing of Security money will be granted in case of trial orders.**

e) Security Money may be converted into Performance Bank Guarantee (PBG) wherever PBG is required. At the time of conversion of security money into PBG, it should be ensured that the amount of PBG should not be less than 10% of landed value of order.

f) Wherever Security Money shall be treated as Performance coverage of the contract, the operation of Security Money/ Performance BG shall be guided by clause 20 (A), (B), (C) and (D) of the special terms & conditions.

Please refer to ANNEXURE-B; SCHEDULE OF TENDER SUBMISSION, carefully before submitting your bid

21. **PERFORMANCE BANK GUARANTEE**

The Performance Bank Guarantee Clause is applicable in all the contracts for procurement of Capital Equipment. In case performance to be guaranteed can be defined, similar Performance Guarantee Clause shall also be stipulated for supply of critical items viz. Wire Ropes, Belting, Tyres etc. as far as possible. Performance Bank Guarantee at the rate of 10% of the order value shall be taken from the supplier as already detailed at clause 19 (e) & (f). This Bank Guarantee format will be vetted by Legal Department of CCL.valid for the guarantee period excluding 03 months for negotiation, along with supply of Equipment/material.

To arrive at the value of the Performance Bank Guarantee, the order value should be calculated as per the following guidelines:

A) For Indigenous Order -

For arriving at the value for Performance Bank Guarantee to be submitted for Indigenous Orders, the order value will be arrived at by adding all the Taxes & Duties applicable, such as Excise Duty, Sales Tax, etc. to the FOR Destination Price of the materials on order as applicable on the date of opening of price bid..

B) For Import Order -

For arriving at the value for Performance Bank Guarantee to be submitted for Import Orders, the order value will be arrived at by adding estimated amount of Freight, Insurance, Port Charges and Customs Duty etc. as applicable on the date of opening of price bid, to the FOB Price of the materials on order.

C) The Performance Bank Guarantee for the above case (A) & (B), shall be released after expiry of validity period if no claim is pending, with the approval of the concerned HOD(MM) of the subsidiary/CIL. However, in case there is no dispute pending & No Claim Certificate is not received in writing from the user within 6(six) months from the expiry of the validity period, the BG shall be released without further reference to the user, with the approval of Director (T) of the concerned subsidiary/CIL.

D) In case of area purchase which has been approved by the GM/CGM of the area, the release of

BG shall also be approved GM/CGM of the area (i.e. Head of the area) as per the modalities detailed at (C) above.

22. **DEEMED EXPORTS**

If the bidder has quoted the items under the deemed exports, then it will be the responsibility of the bidder to get all the benefits, under deemed exports from the Government. CCL's responsibility shall only be limited to the issuance, of required certificates. The quotation will be unconditional and phrases like "subject to availability of deemed exports benefit" etc. will not be accepted.

23. **BANNED OR DELISTED SUPPLIERS**

The bidders would give a declaration that they have not been banned or de-listed by any Government or quasi-Government agencies or PSUs. If a bidder has been banned by any Government or quasi-Government agencies or PSUs, this fact must be clearly stated and it may not necessarily be a cause for disqualifying him. If this declaration, is not given, the bid will be rejected as non-responsive. '

24. **DEVIATION**

Deviations sought by the bidders, whether these are commercial or technical, deviations, must only be given in the schedules prescribed for them. Any willful attempt by the bidders to camouflage the deviations by giving them in the covering letter or in any other documents than the prescribed schedules may render the bid itself non-responsive.

25. **PRICE FALL CLAUSE:**

It will be a condition of the order that all through the currency the prices, at which the successful tenderers shall supply the stores, shall not exceed the lowest price charged by them to any other agency including DGS&D. In the event of Price going down, the supplier shall promptly pass on such information to enable this Company to amend the ordered rate.

26. **JURISDICTION:**

The Court at Ranchi in Jharkhand State only will have the jurisdiction to deal with and decide any legal matter or dispute whatsoever arising out of our contract.

27. **GENERAL TERMS AND CONDITIONS FOR SUBMISSION OF OFFERS:**

(a) The complete offer should be typed in the letter head of the tenderers.(Hand written quotation will be summarily rejected). If firm's letter heads are not sufficient to accommodate technical and pricing details preferably bigger papers are used, such sheets along with other pages of the offer should be signed and stamped by company's authorized signatory.

(b) ALL PAGES OF TENDER DOCUMENTS/OFFER INCLUDING ALL ENCLOSURES SUBMITTED WITH THE TENDER SHOULD BE SIGNED WITH NAME & DESIGNATION AND HAVE COMPANY'S SEAL EXCEPT PRINTED LEAFLETS/CATALOGUES. THIS IS A MUST.

(c) Quotations, erased and over written, will be summarily rejected unless corrections are authenticated with the tenderer's signature.

(d) In case of Two PART TENDER or SINGLE PART TENDER the tenders should be submitted as per the instructions given in SCHEDULE OF TENDER SUBMISSION; ANNEXURE-B. Tenders not submitted in line of Annexure-B shall not be considered.

(e) NO DOCUMENT PRESENTED BY THE BIDDER AFTER THE CLOSING DATE AND TIME OF THE BID WILL BE ENTERTAINED OR ADMISSIBLE OR TAKEN INTO ACCOUNT BY CCL, UNLESS OTHERWISE CALLED FOR BY CCL.

(f) CCL reserves the right to reject or accept or withdraw the tender in full or part as the case may be without assigning reason thereof. Tenderers are advised to carefully note that deviation in these terms will not be entertained.

ALL OTHER TERMS & CONDITIONS NOT MENTIONED ABOVE SHALL BE GOVERNED BY GENERAL TERMS & CONDITIONS FOR SUPPLY OF STORES AS PER ANNEXURE 'IV'

Enclosures of the tender document:

1.	General Terms & Conditions of supply of stores	Annexure 'IV'
2.	Schedule of tender submission	Annexure 'B'
3.	Inspection	Annexure 'C'
4.	Price Bid Format	Annexure 'D'
5.	Checklist	Annexure 'E'
6.	Eligibility Criteria	Annexure 'F'
7.	Detail Technical Specifications (Scope of Supply / Schedule of requirement)	Annexure 'G'
8.	Evaluation Criteria	Annexure 'H'

For & on behalf of CENTRAL COALFIELDS LTD.,
(Signature)

SCHEDULE OF TENDER SUBMISSION

In case of TWO-PART TENDER (PART-I & PART-II);

The PART -I of the tender, will consist of Tender Fee/ Proof of payment of Tender fee and Earnest Money Deposit/ documentary evidence issued by Govt. authorities for according exemption towards submission of EMD and TECHNO- COMMERCIAL BID.

In case the Tenderers submit self attested copies of registration certificate of DGS&D/NSIC, License from BIS and approval certificate issued by DGS&D/other Independent Statutory Bodies of Govt. of India, along with the tender such documents should be duly attested by Notary Public which will be accepted as an authentic document without going for any further verification with the original document. & Techno-commercial bid.

The PART-II of the tender , will consist of prices only.

ALL PAGES OF TENDER DOCUMENTS/ OFFER INCLUDING ALL ENCLOSURES SUBMITTED WITH THE TENDER CONSISTING OF PART-I & PART-II SHOULD BE SIGNED WITH NAME & DESIGNATION AND HAVE COMPANY'S SEAL EXCEPT PRINTED LEAFLETS/CATALOGUES. THIS IS A MUST.

PART-I: Consisting of

(a) (For SALE through INTERNET) the draft (payable to Central Coalfields Ltd. at Ranchi/Kolkata as applicable) towards the cost of downloaded tender Document and the last date for downloading the tender Document from the website is one day prior to the last date of receipt of tender. Accordingly the Draft towards tender fee shall be dated one day prior to the last date of receipt of tender. This is applicable in case of those bidders who have downloaded the tender Document through internet/CCL's website. The bid submitted against the application form downloaded shall be considered valid only when accompanied by a Bank draft drawn in favour of CCL towards the cost of the tender document indicated in the NIT **or** In case of manual purchase of tender document proof of payment of Tender fee (Photocopy of cash receipt)

NB: The above i.e. (a) is not applicable in case of Limited tender(s).

(b) Draft towards Earnest money. Bids without Earnest money or documentary evidence (**attested by Notary Public**) issued by Govt. authorities for according exemption towards submission of EMD will be ignored.

(c) Consisting of (i) technical offer and a checklist showing deviations from the technical specifications (ii) Commercial Terms & Conditions and a Check List showing deviations, if any, from the NIT commercial terms & conditions against each clause.

(iii) Blank format of price bid as per Annexure-D, without indicating the basic/ex-works price & total price **but clearly indicating item quoted and relevant/ applicable rates of Excise Duty, Sales Tax, Packing & Forwarding, Freight & Insurance charges in the column already specified in the format** along with confirmation that Price bid have been carefully prepared in the similar manner and signed on all pages of price bid.

Envelope containing the above shall be properly sealed and must be super scribed with the “**Tender No.and date and time of opening, Part-I (Techno-commercial bid)**” on the left hand corner side.

Tenders not submitted in the above manner will not be accepted.

PART- II: shall consist of details of prices ONLY (Price format as per Annexure-D). The price bids of only those tenderers whose offer in Part-I is found to be techno-commercially acceptable will be opened.

Envelope containing the above shall be properly sealed and must be super scribed with the “**Tender No and date and time of opening ,Part-II (Price bid)**” on the left hand corner side.

In case of SINGLE PART TENDER there will be only one envelope containing (a) Draft

towards Earnest money or documentary evidence (attested by Notary Public) issued by Govt. authorities for according exemption towards submission of EMD (b) technical offer and a checklist showing deviations from the technical specifications (c) Commercial Terms & Conditions and a Check List showing deviations, if any, from the NIT commercial terms & conditions against each clause, (d) Price bid (Price format as per Annexure-D)

SUBMISSION OF TENDERS

- i) All envelopes containing the tenders shall be properly sealed. Envelopes stapled shall not be accepted. .
- ii) The envelopes containing the tenders (PART-I , PART-II) must be super scribed with the Tender No and date and time of opening on the left hand corner side as per instructions above.
- iii) Tenders not submitted in the above manner will not be accepted.,
- iv) The tenderers will keep their offers valid for a period of SIX MONTHS/180 days from the date of opening of the Part-I.

COST OF TENDER DOCUMENT AND THEIR SALE

Tender forms against advertised tenders shall be charged for and the tender fee is indicated in the advertisement itself. Tender forms purchased by one firm are not transferable to another firm. Tender fees shall be received in the manner indicated in the advertisement. A Cash Receipt will be issued for the fee. Tender forms shall be issued to the firm on the basis of such Cash Receipt. Sale of tender papers shall be closed 1 (one) day prior to the last date of receipt of the tender.

The tender documents can be downloaded from website <http://ccl.cmpdi.co.in> by the intending tenderer. The last date for downloading the tender paper from the website is one day prior to the last date of receipt of tender.

FREE SUPPLY OF TENDER DOCUMENT

Tender forms against the advertised tender may be supplied free of cost on demand to all Government/Undertaking/Ancillary Units for the same items.

Copy of tender notice advertised may also be seen at Materials Management Divisions of other Subsidiary Companies/Coal India Limited displayed at the Notice Board.

EXTENSION OF DUE DATE OF TENDERS

Normally the last date of submission of tender shall not be extended. In case, however, where extension cannot be avoided, this decision shall be communicated not only to the individual tenderers who have purchased the tender forms but also Notice of extension of date of tender shall be published in the News Document in case of Advertised Tender. In case of Limited Tender, the firms to whom enquiries were issued will be individually informed about the extension of due date of tender.

RECEIPT OF TENDER

The last date and hour for submission and receipt of tenders is stated in the schedule of tendering. Tenders delivered by hand not later than the specified date and time of receipt of tenders are also to be put in the tender box provided for the purpose. If the tenders are sent by post the tender must be sent in double covers. The inside cover should bear Tender No. & Due date of Opening. The outer cover should bear only the address of the Purchaser without mentioning the Tender No. or the date of opening.

DELAYED OR LATE TENDER

- i) The due date of submission and opening of the tenders will be the same as far as practicable.
- ii) A tender which has not been received on the due date and before the due time of opening of the tender, the same will not be considered. No relaxation in this respect will be entertained.
- iii) Tenders sent through Telegram, Telex, Fax or E-Mail will not be considered, except in case of single enquiry in which case post confirmation copy is to be obtained before competent approval .

OPENING OF TENDERS.

- i)Tenders viz PART-I shall be opened on the due date and time of opening in the presence of the representatives of the participating tenderers. **Bids without Earnest money or documentary evidence(attested by Notary Public) issued by Govt. authorities for according exemption**

towards submission of EMD will be ignored. The bid submitted against the application form downloaded shall be considered valid only when accompanied by a Bank draft drawn in favour of CCL towards the cost of the tender document indicated on the NIT else their tender will be ignored (in case of those bidders who have downloaded the tender Document through internet/CCL's website.),

- ii) Only representatives authorized in writing, by the respective tenderers shall be permitted to be present during the Tender Opening, along with the condition of only one person per participating/attending tenderers.
- iii) Representative of a firm who has NOT participated in the tender, shall not be permitted to be present at the time of opening of a tender.
- iv) No amendment to a tender shall on any account be permitted after the due date and time of receipt of tender, unless specifically required by the purchaser.
- v) Due date of opening of Part II: Price bid shall be intimated later on only to those tenderers whose techno-commercial bid are found acceptable after scrutiny of their techno-commercial bid (Part-I Section A & B)

SIGNING OF ALL PAGES OF TENDER

Part-I (Techno-commercial bid)

Tenderers are instructed to sign with seal on all pages of their tender, including all enclosures submitted with the tenders except printed leaflets/ catalogues.

Part-II (Price bid)

Offers received without signature and seal on all pages shall be rejected.

N.B.: In single tender system, the provision at Part-II shall apply.

In case the Tenderers submit self attested copies of registration certificate of DGS&D/NSIC, License from BIS and approval certificate issued by DGS&D/other Independent Statutory Bodies of Govt. of India, along with the tender such documents should be duly attested by Notary Public which will be accepted by the dealing officer as an authentic document without going for any further verification with the original document.

ANNEXURE-C

INSPECTION

No Initial inspection of the material will be carried out. However, final Inspection of the material will be carried out at consignee's end on receipt of material.

ANNEXURE -D

PRICE BID FORMAT

Clause 5 For all indigenous supplies use FORMAT as below :-

Sl. No	Description of material	Unit of measure	Qty	Basic price (Ex. Works)	Discount, if any	Excise duty	Sales Tax / VAT	Packing & Forwarding charges	Freight charges	Insurance Charge	FOR Destination /Landed value.

Note :-“Inclusive” in any of above column is not acceptable. Please indicate charges for each column in percentage / amount, except Basic price(Ex. Works).

Clause 6(i) In case of imported stores, where the purchaser / CCL is to arrange importation and customs duties et. , use the format below:-

Sl. No.	Description of material	Unit of measure	Qty.	F.O.B. price delivery port basis

Clause 6(II) & (III) In case of imported stores, where the supplier is to arrange importation and custom duties, use the format below:-

Sl No	Description of material	Unit of measure	Qty.	Basic price (Ex. Works)	Discount if any.	Actual rate of customs duty included in your quotation	Sales Tax/ VAT	Packing & Forwarding charges	Freight charges

Insurance charge	Landed value

CHECK LIST

Tender No. : DyMM(P)/CS/247/08-09/ CI-PIPE SAND STOWING/08

Tender Due for opening on : 27-2-2008

Please specify the following :

Q. No	List of questions	Indicate in Yes/No below
1.	Have you submitted the tender fee or Proof of payment of tender fee in Part-I as indicated in Annexure-B (This is applicable in case of those bidders who have downloaded the tender papers through internet/CCL's website.)	Yes/No
2.(a)	Have you carefully prepared and signed with name & designation and have stamped the company's seal on all pages of tender documents/offer along with enclosures consisting of PART-I, PART-II & PART –III and submitted the bids as indicated in Annexure-B ?[Please refer SCHEDULE OF TENDER SUBMISSION in Annexure -B]	Yes/No
2.(b)	Have you enclosed in Part-II a blank format of price bid (Price format as per Annexure-D), as quoted by you (WITHOUT PRICE) along with confirmation that Price bid have been carefully prepared and signed on all pages of price bid.	Yes/No
3.(a)	Have you quoted FOR Destination /FOB price(s) in line of clause 4 or 5 of Special terms & conditions and indicated the break-up as per Annexure-D ?	Yes/No
3(b)	Have you accepted to furnish the import documents from principal along with supply of materials in line of clause 5 of special terms & conditions?	Yes/No
3(c)	Have you accepted to submit certificate along with your offer of your Auditor certifying that you have paid Customs Duty as per prevailing Customs Rates and refund if any shall be passed on to buyer in line of clause 5 of special terms & conditions?	Yes/No
4.	Have you quoted firm price in line of clause 6 of special terms & conditions?	Yes/No
5.	Is your offer valid for 180 days from the date of opening of tender in line of clause 6 of special terms & conditions?	Yes/No
6.(a)	Have you specified firm delivery period in line of clause 8 of special terms & conditions?	Yes/No
6(b).	Have you accepted Liquidated Damages & Force majeure clause in line of clause 9 of special terms & conditions?	Yes/No
6(c).	Have you accepted Payment terms in line of clause 9 of special terms & conditions ?	Yes/No
7.	Have you accepted Inspection terms in line of clause 11 of special terms & conditions ?	Yes/No
8(a).	Have you submitted Earnest Money OR enclosed (for the tendered items) any documentary evidence (Refer Clause 16 of special terms & conditions) issued by Govt for according exemption towards submission of EMD/SD ? in Part-I as indicated in Annexure-B and in line of clause 19 of special terms & conditions?	Yes/No
8(b).	Have you accepted to deposit Security Money OR enclosed (for the tendered items) any documentary evidence (Refer Clause 16 of special terms & conditions) issued by Govt for according exemption towards submission of EMD/SD ? in line of clause 19 of special terms & conditions?	Yes/No
9.	Have you accepted to submit Performance Bank Guarantee in line of clause 20 of special terms & conditions?	Yes/No
10.	Have you sought any deviations in COMMERCIAL OR TECHNICAL PARAMETERS and have specified them in the schedules prescribed for them in schedule of tender submission, Annexure-B, in line of clause 23 of special terms & conditions?	Yes/No
11.	Have you submitted copies of documents in line of clause 16 (DGS&D/NSIC Regn),18 of special terms & conditions and Authorization in line of Annexure-F.	Yes/No

12.	Have you accepted Price fall clause in line of clause 25 of special terms & conditions?	Yes/ No
13.	Have you accepted Jurisdiction in line of clause 26 of special terms & conditions?	Yes / No
14.	Have you accepted Guarantee/Warranty & Fitment guarantee clause as per Annexure -G ?	Yes / No
15.	Have you accepted Identification marks as per Annexure -G ?	Yes / No
16.	Have you submitted declaration that you have not been banned or de-listed by any Government or quasi-Government agencies or PSUs in line of clause 22 of special terms & conditions.?	Yes/ No
17.	Indicate the List of enclosures with the Offer	

Signature of the tenderer

ELIGIBILITY CRITERIA

ELIGIBILITY CRITERIA FOR PROVEN SUPPLIERS (other than equipment)

- (i) Original Equipment Manufacturer: or
- (ii) Manufacturers whose products are used by OEM or
- (iii) Manufacturers whose products are already in use successfully at CIL or CIL Subsidiaries or PSU or Government organizations.

Tenderers falling under (ii) shall have to furnish relevant documentary proof like authorization by OEM/Trade Agreement or supply order copy(s) from equipment manufacturer.

Tenderers falling under (iii) shall have to furnish relevant documentary proof like copies of Rate contract (s) or firm order consisting of not less than 25% of the total tendered quantity / repetitive orders(s) duly executed, in respect of each offered item of the bid, issued by CIL or subsidiary of CIL or PSU or Government organization, for confirming their proven ness.

(a) Tenderers claiming authorization of foreign principal shall have to give specific authorization for CCL, clearly specifying the nature and period of authorization/agreement.

(b) The Rate contract copies/order copies which are being submitted for proven- ness, should not be more than 07 (seven) years old uniformly for all the tenderers including Ancillary units of CCL, on the date of opening of tender, supported with receipted challan.

The copy of receipted challan must not be less than six months old, from the date of opening of tender.

Copies of order submitted beyond and below the above specified period will not be considered.

(c) Firms will have to submit self attested and stamped copies of all the relevant documents, as indicated above.

Annex this only if not specified by Indenter

SCOPE OF SUPPLY / SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATION

1. GUARANTEE/WARRANTY for Stores & Spares along with FITMENT CERTIFICATE:

Whenever nothing has been specified by technical department:-

The tenderers shall give warranty of satisfactory performance of the unit offered by them for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance by CCL. The supplier shall be responsible for any defects that they develop under the conditions provided for by the contract and under proper use, arising from faulty materials, design or workmanship and shall remedy such defects at his own cost when called upon to do so . If it becomes necessary for the supplier to replace or renew any defective portion of the goods, such replacement or renewal should be made by the supplier without any extra cost to CCL. The goods should properly fit in/on/to the machines for which the same are intended.

2. IDENTIFICATION MARKS:

Identification mark i.e. Maker's name, etc. should be embossed/engraved/punched on bulk materials at a visible place which is not subject to wear and tear for ease of identification at any point of time.

3. Consignee Particulars:

THE CHIEF MATERIALS MANAGER
CENTRAL STORES , BARKAKANA
CENTRAL COALFIELDS LIMITED
AT & P.O : - BARKAKANA
DISTT. :- HAZARIBAGH(JHARKHAND)

SCOPE OF SUPPLY / SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATION

The bidders are informed that CCL is entitled to increase or decreased the quantities against any /all the items of the tender by not more than 20%(twenty percent) before opening of price bid. The latitude of 20% of tender quantity will be applied by exception only.

SCHEDULE OF REQUIREMENTS & DELIVERY SCHEDULE

Delivery: Within 60 (Sixty) Days From the Date Of Receipt Of Order

Sl No	Description of items	Unit	Total Qty.
1	6" Dia Bore C.I. Hard Wearing Sand Stowing Pipe with 1" Wall thickness, with 1.1/4" Flange on both ends, 6 Holes, 7/8" for x 3/4" Dia Bolt machined and manufactured in standard length of 9' (2.75 Mtrs) O.D. of Flange 12", PCD 10.1/4" holes are to be drilled in the flange and flange to be machined. The Pipes should conform to IS:210 and tolerance as per IS: 7181. The approximate weight of each pipe should be 300 Kgs. Manufacturer's Test Certificate and Warranty / Guarantee certificate must be furnished as per IS:210 for the supplies.	Mtrs	850

NB

1. Make / Brand of the quoted items must be mentioned.
2. Valid copy of NSIC/DGS&D Registration Certificate for the quoted items shall be submitted duly attested/authenticated by Notary Public while claiming exemption for EMD/SD.

EVALUATION CRITERIA contd....

Method for arriving at the total composite evaluated price
[7.2, P46-47] & [CVC No 98/ORD/1, O/O 33/7/83 dtd 09/07/2003]

i) When ever the tenderers mention that taxes and duties are payable extra, the current rate of taxes and duties as applicable will be added.

ii) Conditional discounts, including quantity discounts, will be indicated in the comparative statement but the discounted price will not be shown for comparison purpose. Cash discounts or prompt payment discounts will also be treated in the same manner. Only unconditional discounts will be taken into account for arriving at total price.

If a bidder offers a rebate unilaterally after closing date and time of bid, it will not be considered for evaluation purpose but the rebate offered shall be availed of while awarding the contract if the bidder emerges as a lowest evaluated bidder.

iii) In case the price is stated to be inclusive of Excise Duty, the current rate included in the price must be stated/obtained. If you/they are exempted from paying Excise Duty, the same must also be confirmed with valid documentary evidence.

In case the rate of Excise Duty varies with the turnover of the company, and the price is exclusive of Excise Duty, and the firm fails to specify the exact rate applicable, the maximum rate currently leviable will be loaded on the price.

NB: Excise Duty, if applicable, will be payable extra as per prevailing Excise rules. Refund / Credit, if any, obtained shall be passed on to the buyer which shall be certified by the auditor of the supplier. [AMENDMENT ITEM NO 223; 4 K]

iv) In spite of mentioning that offers should be submitted by the tenderers on FOR destination basis as per clause 4 & 5 (i) & (iii) of special terms & conditions, in case a tenderer does not specify the basis of price or quotes on Ex-works or FOR dispatching station basis, the price will be loaded on the following manner.

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

Approximate Distance of Dispatching Station from site	% of FOR dispatching station price
Above 2001 Km	5%
1501 to 2000 Km	4%
1001 to 1500 Km	3%
501 to 1000 Km	2%
500 Km and below	1%

In case the firm quotes the exact amount of freight or the packing and forwarding charges, the same will be added in place of the above percentage amount.

v) In case of Imports, the tenderers will be required to quote on FOB delivery port basis as per clause 6(ii) above. The total price will be estimated in the following manner to arrive at the CIF price & the landed price of the import offers:-

- a) The loading for freight and insurance may be resorted as per the above methodology given below and the same be indicated clearly in the tender document.

<u>Port of Delivery at</u>	<u>Freight [%]</u>
USA, Canada and Japan Sectors	12% of FOB value
All other Sectors	10% of FOB value

Insurance charge for loading purpose shall be considered as per the existing transit

insurance contract concluded by CCL/CIL. If CCL has the data for actual freight paid by them for identical items in the past, the same percentage may be taken for loading for freight charges.

The CIF price will be multiplied by the Exchange Rate between Indian Rs. and the quoted Foreign Currency, prevailing on the date of opening of the price bid. The applicable rate will be 'Selling BC Rate', of State Bank of India. Otherwise the rate as available from National News Papers will be taken.

- b) Customs Duty and countervailing Duty as applicable on assessable value (CIF Plus landing charges etc.) will then be added on the CIF price, plus converted into Indian Currency.
- C) On this net price 2% of FOB will be added as port clearance and forwarding charges and 3% of FOB as estimated average inland freight up to destination, to arrive at the total price (Landed price).

- vi) For comparison of Import offer with the indigenous offer in a Global Tender, landed price of indigenous offer (i.e. FOR destination price plus Excise Duty plus Sales tax plus Octroi, if any) shall be compared with the landed price of import offer (i.e. CIF Price plus Customs Duty plus Port Clearance charges plus Inland Freight etc. as above).

ANNEXURE -H

NEGOTIATION AND DISTRIBUTION OF ORDERS [7.22,P65]

There will be no post tender negotiations except with L1,if necessary.[CVC No 8(1)(h)/98(1) DTD 18/11/98]

Wherever the quantity to be ordered is much more than L1 alone can supply, in such case the quantity ordered may be distributed as per the following procedure for procurement for items in respect of which the lowest tenderer has capacity constraint [CVC No 98/ORD/1 dtd 15/03/99]

a) For Non RC items

L1 tenderer shall be booked up to their offered capacity to supply within the specified delivery period. For balance requirement, the L-1 price (Landed) shall be counter offered to the L-2 tenderer and after their acceptance L-2 tenderer shall be booked for their offered capacity. Similar process of counteroffereing L-1 rate to L-3 tenderer, L-4 tenderer and so on and placement of order for their offered quantity subject to their matching L-1 rate will continue till the full requirement is covered for supply within the specified delivery period.

b) For RC items

For the rate contract items where the quantum of purchase is substantial and that the rate contract holders are to supply the materials to multiple location on as and when required basis rate contract other than L1 tenderer may also be considered at L1 price i.e. the L-1 price (Landed) shall be counter offered to the L-2 tenderer and after their acceptance L-2 tenderer shall be booked for their offered capacity. Similar process of counteroffereing L-1 rate to L-3 tenderer, L-4 tenderer and so on and placement of order for their offered quantity subject to their matching L-1 rate will continue till the full requirement is covered for supply within the specified delivery period.

In such eventuality, while considering award of rate contracts to more than one firm, the DDO's shall be intimated the price status of rate contract holders in the tender and shall be instructed that the drawal against rate contract should be in fair, transparent and equitable manner.

PURCHASE PREFERENCE FOR PSUs(PPP) [7.22.2,P66]

The policy of Government of India (issued from time to time) for purchase preference for Public Sector shall be followed.

Where State or central Govt.departments participate in the tender and are in a position to meet the requirements, purchase may be made from them after taking into consideration the

ANNEXURE-H EVALUATION CRITERIA contd....

Govt.guidelines in respect of such purchases [7.7, P49]

As per Department of Public Enterprises (DPE), Govt. of India guidelines vide Office memorandum No DPE/13(12)2003-Fin Dtd 18/07/2005 issued by Joint Director; Govt of India, Ministry of heavy Industries & Public enterprises, 10 % purchase Preference will be granted to Central Public sector Enterprises (CPSEs) at lowest valid price bid (L1) if the price quoted by the CPSE is within 10% of the L1 price.

The 10 % Purchase Preference would be applicable to tender/NIT value of Rs 5.00 Crores and above to:-

(a) CPSEs registered under Companies Act 1956 and Statutory CPSEs.

(b) Joint venture companies where holding of Govt and /or CPSEs is 51% or more and joint venture which are subsidiaries of CPSEs with CPSEs holding 51% equity or more.

A minimum value addition of 20% by the CPSEs/Joint units by way of manufacturing and/or services would be a pre requisite for availing of purchase preference. For this purpose certificate of Auditor/Company Secretary should be enclosed along with offer.

As per above memorandum each ministry shall make a list of CPSEs that would require PPP support and if there is no possibility of making a positive list, they may attempt a negative list of CPSEs which may not require PPP support. Further, administrative ministries/Departments are also required to immediately make the list of CPSEs which may or may not require PPP support. A copy of such list may also be sent to DPE for record.

The above purchase preference is valid up to 31.03.2008 till further orders from Govt.of India.

PROCUREMENT FROM ANCILLARY UNITS [7.22.4, P67]

As per the Government directives, CCL is procuring the materials from Ancillary units. The Rules & Regulations being followed will continue and to be amended from time to time, if necessary, as per directive of the Government of India and or State Government concerned.

The facilities/preferences for procurement of materials from ancillary units as per the directive of Government of India/State will be followed.[7.22.2,P66]

Purchase preference to be extended to the ancillary units is 50% quantum of work for their ancillarised items, as per existing policy of the company.

The following distribution pattern will be followed amongst the ancillary units for their ancillarised items provided such units accept the counter offered L1 rate, if they are not L1 :-

- (i) In case there is only one ancillary unit for the item, 100% of the quantity to be given to ancillary unit, if they are L-1 or 50% of the quantity, if they are not L-1.
- (ii) In case there are two ancillary units for the item -
 - (a) If the ancillary unit is L-1, 60% quantity to be given to L-1 ancillary unit and balance 40% quantity to be given to the other ancillary unit.
 - (b) In case the ancillary unit is not L-1, 50% quantity allocated for ancillary units may be equally distributed between the two ancillary units.
- (iii) In case where there are 3 ancillary units for the items -
 - (a) Where one ancillary unit is L-1, 50% quantity to be off loaded to L-1 ancillary unit and balance 50% may be distributed equally .to other two ancillary units.
 - (b) Where the ancillary unit is not L-1, 50% quantity to be off loaded to ancillary units may be equally distributed to the 3 ancillary units.
- (iv) In case , where there are more than 3 ancillary units for the item -
 - (a) Where one of the ancillary units has offered L-1 rate, L-1 ancillary unit will get 50% and balance quantity will be distributed equally to the other ancillary units. This will, however, depend upon the quantity involved and number of ancillary units involved.

- (b) Where ancillary unit is not L-1, then the 50% quantity to be allocated to the ancillaries, would be equally distributed to the ancillary units. This will, however, depend upon the quantity involved and number of ancillaries involved.

The following distribution pattern for ancillary items is also being practiced in tandem with above & followed:-

- (i) Wherever estimated off take is only one no., no counter offer be issued.
- (ii) Wherever quantity is less than 10 nos., counter offer be issued to only L2.
- (iii) Wherever quantity is less than 25 nos., counter offer be issued to L2 & L3.

QUALIFICATION CRITERIA [7.22.1,P66]

FOR MATERIALS - The bidder should be in a position to supply in specific delivery period at at least 25% of the total quantity for which the bid has been issued.

Offers from bidders who fail to comply with the above qualification criteria shall be considered unresponsive.

Delivery schedule is mentioned in clause 9 of SPECIAL TERMS & CONDITIONS.

NO DOCUMENT PRESENTED BY THE BIDDER AFTER THE CLOSING DATE AND TIME OF THE BID WILL BE ENTERTAINED OR ADMISSIBLE OR TAKEN INTO ACCOUNT BY CCL, UNLESS OTHERWISE CALLED FOR BY CCL ONLY ONE CHANCE WITH FIXED TIME LIMIT FOR REPLY ,MAY BE GIVEN BY CCL, IF FELT NECESSARY, TO THE BIDDERS FOR RESPONDING TO TECHNO-COMMERCIAL CLARIFICATIONS.

GENERAL TERMS & CONDITIONS OF SUPPLY OF STORES

Definition

1. In the interpretation of the contract and the general and special conditions governing it, unless the context otherwise requires :

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

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

(iii) "Contract Price" shall mean the sum accepted or the sum calculated in accordance with the price and/or terms accepted by or on behalf of the purchaser.

(iv) The Chairman, means the Chairman of Coal India Limited. The Chairman-cum-Managing Director means Chairman-cum-Managing Director of any of the Subsidiary Companies of Coal India Limited, presently Central Coalfields Limited, Eastern Coalfields Limited, Western Coalfields Limited, Bharat Coking Coal Limited and Central Mine Planning & Design Institute Limited, South Eastern Coalfields Limited, Northern Coalfields Limited, Mahanadi Coalfields Limited and North Eastern Coalfields.

(v) The terms "Drawing" shall mean the drawing the plans specified in or annexed the schedule or specifications.

(vi) The terms "Purchase Executive" shall mean the purchaser or purchaser named in the schedule to Tender, his or their successors or assignees.

(vii) The term the "Inspector" shall mean any person nominated by or on behalf of the purchaser to inspect supplies, Stores or work under the contract or his duly authorized agent.

(viii) The term "Progress Officer" shall mean any person nominated by or on behalf of the purchaser to visit supplier's works to ascertain the position of deliveries of stores purchased.

(ix) The term "Materials" shall mean anything used in the manufacture or fabrication of the stores.

(x) The term "Particulars" shall mean the following :

(a) Specifications;

(b) Drawing;

(c) Sealed pattern denoting a pattern sealed and signed by the Inspector.

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

(e) Trade pattern denoting a standard of the ISI or other standardizing authority or Coal India Ltd. and/or any of its subsidiary companies or a general standard of the industry and obtainable in the open market.

(f) Proprietary make denoting the product of individual manufacturers.

(g) Any other details governing the construction, manufacturer and/or supply as existing in the contract.

(xi) "Stores" means the goods specified in the supply order or schedule which the contractor has agreed to supply under contract.

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

(xiii) The term "Site" shall mean the place or places named in the "supply order" or such other place or places at which any work has to be carried out as may be approved by the purchaser.

(xiv) Works denoting the persons shall include any company or association or body of

individuals whether incorporated or not.

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

(xvi) "Unit" and "Quality" means the unit and quantity specified in the schedule.

(xvii) "Supply Order" or "Purchase Order" means an order for supply of stores and includes an order for performance.

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

(i) the consignee at his premises, or

(ii) where-so provided the interim consignee at his premises, or

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

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

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

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

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

6.(a) Parties

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

(b) Address to which communication are to be sent

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

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

7.(i) The price quoted shall be either FOR place or Railway Station of dispatch, FOR Destination, Delivery free to the consignee, FOB or CIF as specified in the invitation To tender. All offers from countries other than Purchaser's country shall quote on FOB and CIF basis.

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

The prices should be included of excise, or excise duty should be separately mentioned. In case where price is quoted inclusive of excise duty, the rate of quantum of the same should be

separately indicated. In case of contracts providing for free delivery to the consignee octroi charges shall be included where leviable.

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

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

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

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

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

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

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

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

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

(ii) All samples required for inspection or test shall be supplied by the successful tenderers free of cost.

(iii) All samples must be clearly labeled with the tenderer's name, this offer enquiry Number and the last date of opening of tender.

9.(a) Subletting and Assignment

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

(b) Change in a Firm

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

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

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

10.(a) Consequence of Breach

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

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

11. Use of raw materials secured with Government assistance.

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

- (i) shall hold such material as trustee of Coal India Limited and/or its subsidiary companies,
 - (ii) shall use such material economically and solely for the purpose of the contract
 - (iii) shall not dispose of the same without the previous permission in writing of the purchaser;
- and
- (iv) shall tender due account of such material and return to the purchaser at such place as the purchaser may direct all surplus or unserviceable material that may be left after the completion of the contract or its termination for any reason whatsoever. On returning such material, the supplier shall be entitled to such price thereof as the purchaser may fix having regarding the condition of such material.

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

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

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

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

13. The tenderers shall give a warranty of satisfactory performance of the unit offered by them for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance by Coal India Limited and/or its Subsidiary Companies. The supplier shall be

responsible for any defects that they develop under the conditions provided for by the contract and under proper use, arising from faulty materials, design or workmanship and shall remedy such defects at his own cost when called upon to do so. If it becomes necessary for the supplier to replace or renew any defective portion of the goods, such replacement or renewal should be made by the supplier without any extra cost to Coal India Limited and/or its subsidiary company.

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

Price shall include,

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

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

16. EARNEST MONEY/SECURITY MONEY :

a) The value of Earnest Money to be deposited by the tenderer should be 2% of the value of the estimated cost tendered for or Rs.10,00,000/-, whichever is lower. EMD should be in the form of Demand Draft payable to **Central Coalfields Ltd.** at Ranchi and must accompany the quotation i.e. Cover-I of the bid. For unsuccessful tenderer EMD shall be refunded immediately after finalization of the tender with the approval of the HOD of MM dep't. or Head of Area. EMD shall be forfeited if any tenderer withdraw their offer before finalization of the tender or fails to submit order acceptance within 15 days from the date of order.

b) Two weeks time (15 days) shall be given in the order to the successful tenderer to furnish the security deposit. In case the firm fails to deposit the security money, the order shall be cancelled and the case shall be processed to order elsewhere and the firm's performance is to be kept recorded for future dealings with them.

The value of Security Money to be deposited by the successful tenderer in the form of Bank Draft /Bank Guarantee of any Scheduled Bank shall be 10% of the value of the awarded contract without having any ceiling. [AMENDMENT ITEM NO 223;4 K]..

For successful tenderer, EMD should be converted to Security Money which will be refunded to the firm within 30 days of satisfactory execution of the contract with the approval of the HOD of MM dep't./Head of the Area. [AMENDMENT ITEM NO 223;4 K]..

For unsatisfactory performance and/or contractual failure, the security money shall be forfeited.

c) For procurement value less than Rs.1,00,000/-, no earnest money/security deposit will be required.

d) If any State/Central Govt. Organization/PSU & valid DGS&D/NSIC registered (for the tendered items) firm can produce documentary evidence issued by Govt. authorities for according exemption towards submission of EMD/SD (in Part-I / Cover-I of the bid), they may be considered for exemption from submission of EMD/Security Deposit. **No exemption from depositing of Security money will be granted in case of trial orders.[7.22.3,P66].**

e) **Security Money may be converted into Performance Bank Guarantee (PBG) wherever PBG is required. At the time of conversion of security money into PBG, it should be ensured that the amount of PBG should not be less than 10% of landed value of order. [AMENDMENT ITEM NO 223;4 K]..**

f) **Wherever Security Money shall be treated as Performance coverage of the contract, the operation of Security Money/ Performance BG shall be guided by clause 6.5.1 (A), (B), (C) and (D) of the manual. [AMENDMENT ITEM NO 223;4 K]..**

17. Inspection and Rejection

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

(a) Facilities for Test and Examination

The supplier shall, at his own expenses, afford to the Inspector all reasonable facilities and such accommodation as may be necessary for satisfying himself, that the stores are being and/or have been manufactured in accordance with particulars. The Inspector shall have full and free access at any time during the execution of the contract to the suppliers work for the purpose aforesaid, and he may require the supplier to make arrangements for inspection of the stores or any part thereof or any material at his premises or at any other places specified by the Inspector and if the supplier has been permitted to employ the services of the sub-supplier, he shall in his contract with the sub-supplier reserve to the Inspector a similar right.

(b) Cost of Test

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

(c) Delivery of Stores for Test

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

(d) Liability for Costs of Laboratory Test

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

(e) Method of Testing

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

(f) Stores Expended in Test

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

(g) Inspector Final Authority and to Certify Performance

(i) The Inspector shall have the power :

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

- (ii) To reject any stores submitted as not being in accordance with the particulars.
- (iii) To reject the whole of the installment tendered for inspection, if after inspections of such portion thereof as he may in his discretion think fit, he is satisfied that the same is unsatisfactory ; and
- (iv) To mark the rejected stores with a rejection mark so that they may be easily identified if re-submitted.

(h) Consequence of Rejection

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

- (i) Allow the supplier to re-submit the stores, in replacement of those rejected, within a specified time, the supplier bearing the cost of freight, if any, on such replacement without being entitled to any extra payment on that account ; or
- (ii) Purchase or authorize the purchase of quantity of the stores rejected or so others of a similar description (when stores exactly complying with particulars opinion of the purchase executive which shall be final, readily available) without notice to the supplier's liability as regards the supply of any further installment due under the contract ; or
- (iii) Cancel the contract and purchase or authorize the purchase of the stores or others of a similar description (when stores exactly complying with particulars are not in a opinion of the purchaser, which shall be final, readily available) at the risk and cost of the supplier. In the event of action being taken under sub-clause(ii) above or this sub-clause in the provisions of clause 20 shall apply as far as applicable.

(i) Inspectors' Decision as to Rejection Final

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

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

(k) Notification of Result of Inspection

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

(l) Marking of Stores

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

(m) Removal of Rejection

- (i) Any stores submitted for inspection at a place other than the premises of the supplier and rejected shall be removed by the supplier subject as hereinafter provided within 14 days of the date of receipt of intimation of such rejection. If it is proved that letter containing such intimation is addressed and posted to him at the address mentioned in the schedule, it will be deemed to have been served on the supplier at the time when such letter would in the course of ordinary post reach the supplier. It shall be competent for the Inspector to call upon the supplier to remove what he considers to be dangerous, infected or perishable stores within 48 hours of the receipt of such intimation.
- (ii) Such rejected stores shall under all circumstances lie at the risk of the supplier from the moment of such rejection and if such stores are not removed by the supplier within the period aforementioned, the Inspector/Purchaser may either return the same to the supplier at his risk and cost a public tariff rate by such mode of transport as the purchaser or Inspector may select, or dispose of such stores at the supplier's risk on his account and retain in such portion of the proceeds as may be necessary to cover any expense incurred in connection with such disposal. The purchaser shall also be entitled to recover handling and storage charges for the

period during which the rejected stores are not removed.

n) Inspection Notes

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

18. Packing and Transport

(a) It shall be the responsibility of the successful tenderers to arrange for the stores being sufficiently and properly packed for transport by Rail, Road or Sea as the case may be so as to their being free from loss or injury on arrival at destination. The packing of the stores shall be done at the expense of the successful tenderer.

(b) The successful tenderer is responsible for obtaining a clear receipt from the transport authorities specifying the goods dispatched. He will not book any consignment on a "said to contain" basis. If he does so, he does it on his own responsibility. Coal India Limited and/or its subsidiary company shall pay for only such stores as are actually received by them in accordance with the contract.

(c) All packing cases, containers, packing and other similar materials shall be supplied free by the successful tenderer and shall not be returned unless otherwise specified in the contract/supply order.

(d) Packages must be so marked that identification is made easy. Packages will be stamped with identification marks both outside the packages as well as on the contents inside.

Packages containing articles liable to be broken by rough handling like glass or machinery made of cast iron will be marked with cautionary works like 'Fragile', 'Handle with care'. Weight of each packages will be marked on the package.

(e) A complete list of contents in each package called the packing list will be prepared and one copy will be packed in the package itself and another copy will be forwarded to the consignee, in advance

19. Delivery :

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

20. In the event of failure to delivery or dispatch the stores within the stipulated date/period in accordance with the samples and/or specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, Coal India Ltd. and its Subsidiary Companies should have the right :

(a) To recover from the successful tenderer as agreed liquidated damages, a sum not less than 0.5%(half percent) of the price of any stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to10%. Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division.

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

(c) To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk and cost of the defaulting supplier and also –

(d) To extend the period of delivery with or without penalty as may be considered fit and proper, the penalty, if imposed shall not be more than the agreed Liquidated Damages referred to in clause (a) above.

(e) To forfeit the security deposit full or in part.

(f) Whenever under this contract a sum of money is recoverable from any payable by the supplier, Coal India Limited and its subsidiary companies shall be entitled to recover such sum by appropriating, in part or in whole by deducting any sum or any other contract should this

sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay Coal India Limited and its subsidiary companies on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

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

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

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

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

25. Carrying Vessels for Imported Items

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

26. Freight

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

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

27. Passing of Property

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

28. Laws Governing the Contract

- (a) This contract shall be governed by the Laws of India for the time being in force.
- (b) Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the

acceptance of tender or supply order has been issued.

(c) Jurisdiction of Courts

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

(d) Marking of Stores

The marking of the stores must comply with the requirements of the law relating to Merchandise Marks for the time being in force in India.

29. Corrupt Practices

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

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

30. Insolvency and Breach of Contract

(a) Coal India Limited and / or its subsidiary companies may at any time by notice in writing, summarily determine the contract without compensation to the supplier in any of the following event, that is to say: If the supplier being an individual or if a firm any partner thereof, shall at any time be adjusted insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangements or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act.

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

(c) If the supplier commits any breach of the contract not herein specifically provided for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also the supplier shall be liable to pay to the purchaser for any extra expenditure he is thereby put to and the supplier shall under no circumstances be entitled to any gain on repurchase.

31. Terms of Payment

(a) For supply of spare parts & all other consumable item, 100% payment shall be made on receipt of the consignment at site and acceptance by the consignee as per actual payment term stipulated in the contract. The number and date of Railway receipt, Bill of Lading, Air Way Bill or Consignment Note under which the goods charged for in the bill are dispatched by Railway, Ship, Air or Road respectively, and the number and date of the letter with which such Railway Receipt, Bill of Lading, Air Way Bill or Consignment Note is forwarded to the consignee should be quoted on the bill. In the case of stores dispatched by post, the postal receipt should be

attached in original to the bill and its number and date quoted therein.

(b) Payment against the supply orders placed either by the Subsidiary company or by CIL shall be arranged by the Subsidiary Companies, if not specified otherwise. Wherever order is placed by CIL on any foreign supplier-involving requirement of more than one Subsidiary Co., payment shall be arranged by CIL normally through Letter of Credit. Wherever order is placed by Subsidiary Co. of CIL on any foreign supplier, payment shall be arranged by subsidiary Co of CIL normally through Letter of Credit.

(c) Payment for Agency Commission, if any, involved, may be considered in case of necessity, subject to compliance of the Government of India Guidelines issued from time to time. The name of the Indian Agent with their full address and the quantum of Agency Commission, if any, payable, shall have to be mentioned in the supply order itself.

(d) Payment against Trial Orders [9.4, P70]: For Trial Orders to be placed for supply of *8/Spares/Consumable. 100% payment shall be made after six months, of satisfactory performance against submission of Bank Guarantee of equivalent amount valid for a period of nine months thereafter (beyond initial six months). The Spares/Consumable found to perform satisfactorily and fulfilling the contractual obligations as per the supply order for a period of one year from the date of commissioning, 100% Bank Guarantee shall be released on receipt of Performance Bank Guarantee of 20% amount. 6 months satisfactory performance shall not however give entitlement to claim that their Spares/Consumable shall have to be considered proven. For proven ness of any spare/consumable, the concerned annexure-F may be referred to.

32. Progress Reports

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

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