

CENTRAL COALFIELDS LIMITED

(A Subsidiary of Coal India Limited)

PURCHASE DEPARTMENT

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Website <http://ccl.cmpdi.co.in>

ADVERTISED TENDER / LIMITED TENDER ENQUIRY		
ADVERTISEMENT No 02 / 2008 ...; SL.No 21		
TENDER FEE (Non-Refundable/Non-transferable) Rs 1000/=(Rupees One thousand only) / Rs 2000/=(Rupees Two thousand only) / Rs 5000/=(Rupees Five thousand only) / Rs _____ /=(Rupees _____ only) / Free supply (strikethrough whichever not applicable)		
ISSUED AGAINST:- Cash Receipt/Demand Draft No..... Dtd...../...../200.... <div style="text-align: right;">(Signature of Issuing Authority]</div>		
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. [CVC No 98/ORD/1 Dtd 18/12/2003]		
ESTIMATED COST TENDERED FOR =RS 133.05 Lacs.	is applicable / not applicable for this tender (strikethrough whichever not applicable)	Signature of Dealing Officer
EARNEST MONEY—RS . 2,66,100=00 SECURITY MONEY - [Clause 18]		
PERFORMANCE BANK GUARANTEE [Clause 19]	is applicable / not applicable for this tender (strikethrough whichever not applicable)	Signature of Dealing Officer
To, M/s		<u>By Registered Post</u> <u>By Hand delivery</u>

TENDER NO. MM(P)/1.3/ HEMM DRILL BITS / 271 /08-09

BRIEF DESCRIPTION OF ITEM(S): HEMM DRILL BITS

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/Authorised 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 (Provenness 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 / Authorised 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 are invited **in TWO parts** for supply of materials as indicated in the attached schedule (**Annexure-G**).
2. The tender is due for submission **upto 2.30 PM on the 29/02/2008**.
3. Tender will be **opened at 3.30 PM on the 29/02/2008** 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 superscribed 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 in line of Annexure-D (Price bid format) 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 on Ex-works price only. Sales Tax will be payable extra, as applicable. The safe arrival of stores at destination shall be the responsibility of the supplier. CCL will arrange for insurance 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.

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 tenderer should indicate the actual rate of customs duty included in their quotation. They should also indicate in their tender where a concessional rate of customs duty is admissible and a lower duty is paid by them and the amount actually paid by them at the concessional rate of duty. A certificate from the Auditor of the firm, certifying that the actual duty paid and that in case of any refund, the full refund of duty has been passed on to CCL should be submitted by the firm. Customs Duty will be reimbursed on submission of documentary evidence.

(iv) Foreign Principal's proforma invoice or any other authentic documents indicating the commission payable to the Indian Agent, nature of after Sales Service to be rendered by the Indian agent & the precise relationship between the principal and agent and their mutual interest must be spelled out clearly.

(v) Copy of the agency agreement, if any, with the foreign principal stating the precise relationship between them and their mutual interest in business must be spelled out clearly.

(vi) In case the items to be ordered fall under restricted list of current export import policy of Govt. of India, the enlistment of Indian Agent with Director General of Supplies & Disposal, New Delhi under Compulsory Registration Scheme of Ministry of Finance, must be done.

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

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 with supply bills for each supply:-

	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)	A certificate from the Auditor of the firm, certifying the actual duty paid and that in case of any refund the full refund of duty has been passed on to CCL, should be submitted by the firm	

6. The prices quoted must be **FIRM** till delivery, 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.

7. 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.

8. 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

"The Delivery to be effected in following phases :-

Phase –I : 60% of the ordered quantity within **Two Months** of the date of receipt of the supply Order.

Phase –II :Balance 40% of the ordered quantity in next Three Months.

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 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
- © 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.

Continued... **SPECIAL TERMS & CONDITIONS OF TENDER**

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 whatsoever, declaration of an embargo or blockade, or fire, flood, acts of nature or any other whatsoever 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]

9. 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</p> <p>(i) 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 provenness of any spare/consumable, the concerned annexure-F may be referred to.</p>	X
<p>(ii) (A) <u>For firms whose performance is available with CCL :-</u></p> <p>For the L-1 firms ,following payment terms shall be applicable:- "100% payment will be made within 21 Days after receipt and acceptance of materials / bill ,whichever is latter."</p> <p>In case the L-1 firm does not have the capacity to meet the total tendered quantity , size & type wise ,following payment terms shall be applicable for distribution of ordered quantity between the firms other than the L-1 firms:- " Initial payment shall be made within 21 Days of receipt and acceptance of material / bills ,whichever is later ,based on the average meterage achieved during the last five financial years ie. 2002-03, 2003-04 ,2004-05, 2005-06 & 2006-07 multiplied by L-1 cost per meter received against present tender , limited to the quoted price."</p> <p>(B) <u>For firms whose performance is not available with CCL:-</u></p> <p>An initial payment of 50% of their quoted price will be made within 21 Days after receipt and acceptance of materials / bill , whichever is later. The balance payment limited to quoted price will be made after achievement of Guaranteed Meterage.</p> <p>NOTE:-</p> <p>In case a batch of bits do not acieve the total Guaranteed Meterage (Average Guaranteed Meterage X No.of bits) , firm will have to supply additional bits to compensate the shortfall in total Guaranteed Meterage.In case firm fails to supply compensatory additional bits, proportionate deduction will be made on the basis of cost per meter from their pending / future bills to recover the amount towards shortfall in total Guaranteed Meterage.</p>	√

<p>(iii) 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.</p> <p>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>(IV) PAYMENT TERMS FOR ANCILLARY UNITS</p> <p>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>	✓

10. 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.

Materials are subject to inspection by an Inspecting officer or by a recognized Government Agency nominated by CCL for the purpose, before hatsoev, if necessary, as per Annexure-"C". Even after Predespatch inspection is carried out, the materials will be subjected to final inspection at site after receipt of the same at site.

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.
- d) 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.

- 11.** The Packing of all the materials quoted shall conform to the requirements of the carriers.
- 12.** Supply order, if placed, will be subject to the terms and conditions given separately.
- 13.** 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.
- 14.** 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.
- 15.** Firms who are manufacturer must submit their complete and valid NSIC/DGS&D Registration certificate with the list of items attached covered with BIS licence/DGMS approval etc.
- 16.** 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.

17. Self attested copies of orders received from subsidiaries of CIL for the quoted items should be submitted alongwith 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 alongwith the offer.

18. EARNEST MONEY/SECURITY MONEY:

- a) The value of Earnest Money (EMD) 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** and must accompany the quotation i.e. Part-I of the bid, For unsuccessful tenderer EMD shall be refunded immediately after hatsoever n of the tender. 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 (SD). 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 will 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 or Bank Guarantee 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. For unsatisfactory performance and/or contractual failure, the security money shall be forfeited.

© For procurement value less than Rs 1,00,000/- **No** Earnest Money/Security deposit will be required.

(d) Following Category of firms may be considered for exemption from submission of EMD/Security Deposit :

i. Ancillary Units of CIL/Subsidiaries.

ii. Proprietary Purchase.

iii. Central/State Govt.Deptt./PSUs.

Iv Firms having valid registration with DGS&D/NSIC (for the tendered items)

19. PERFORMANCE BANK GUARANTEE

Performance Bank Guarantee **at the rate of 10% of the order value** will be taken from the supplier in format legally vetted by the 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 will 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/dispute is pending,with the approval of concerned Director(T).**

20. 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.

21 . 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. '

22. 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.

23. PRICE FALL CLAUSE:

It will be a condition of the order that whatsoever 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.

24. 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.

25. 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 alongwith other pages of the offer should be signed and stamped by company's authorized signatory.

(b) ALL PAGES OF TENDER DOCUMENTS/OFFER ALONG WITH ENCLOSURES SHOULD BE SIGNED WITH NAME & DESIGNATION AND HAVE COMPANY'S SEAL. THIS IS A MUST.

© 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.	Special Stipulations of NIT	Annexure 'A'
3.	Schedule of tender submission	Annexure 'B'
4.	Inspection	Annexure 'C'
5.	Price Bid Format	Annexure 'D'
6.	Checklist	Annexure 'E'
7.	Eligibility Criteria	Annexure 'F'
8.	Detail Technical Specifications (Scope of Supply / Schedule of requirement)	Annexure 'G'
9.	Evaluation Criteria	Annexure 'H'

For & on behalf of CENTRAL COALFIELDS LTD.,

(Signature)

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 an 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 thereunder, 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 alongwith 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 alongwith the main unit and itemwise prices of the spare parts, also what are fast moving; medium moving; slow moving and insurance spares and the period upto 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 therefrom 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 undertender 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, licence, 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 regard to the condition of such material.

(b) Where the contract is terminated due to any default on the part of the supplier, the supplier shall pay all transport charges incurred for returning any material upto such destination as may be determined by 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 or profits accruing from or which in the usual course would have accrued to him by reason 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 indicate whether their prices quoted include any commission for the manufacturer's agents in India and the amount of remuneration for the agent included in the quoted price.

Price shall include,

a) the service that will be rendered by them as manufacturer's agent;

b) the name and address of agents, if any, in India; and

c) the agency commission or remuneration or freight in case FOR prices are accepted will be paid in Rupees in India.

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) Earnest Money: 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 and must accompany the quotation i.e. Cover-I of the bid. For unsuccessful tenderer EMD shall be refunded immediately after finalisation of the tender with the approval of the HOD of MM deptt. or Head of Area. EMD shall be forfeited if any tenderer withdraws his offer before before finalization of the tender or fails to submit order acceptance within 15 days from the date of order. Offers received without Earnest Money shall be outrightly rejected.
- (b) Security Deposit :- 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 shall 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 shall be 10% of the value of the awarded contract without having any ceiling. 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 deptt./Head of the Area. For unsatisfactory performance and/or contractual failure, the security money shall be forfeited. However, No claim shall lie against the purchaser in respect of interest of the amount deposited.
- (c) For procurement value less than Rs.1,00,000/-, no earnest money/security deposit will be required.
- (d) Following Category of firms may be considered for exemption from submission of EMD/Security Deposit :**
- i. Ancillary Units of CIL/Subsidiaries.**
 - ii. Proprietary Purchase.**
 - iii. Central/State Govt.Deptt./PSUs.**
 - iv Firms having valid registration with DGS&D/NSIC (for the tendered items)**

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 itself, 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 an 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 to 10%. 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 therefrom.

25. Carrying Vessels for Imported Items

In case of machinery imported from abroad, it is preferable that shipment should be affected 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 causes 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 provenness 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.

ANNEXURE – A

Following stipulations should be read alongwith relevant clauses of the NIT for modification

1. 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.
2. A domestic manufacturer shall be considered as an indigenous manufacturer shall be considered as an indigenous manufacturer, if the equipment 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. This provision should be specifically mentioned in the tender document.”
3. In case of important stores other than direct import by Coal India Limited/Subsidiary company, the firm should quoted 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.
4. **The prices quoted must be FIRM till delivery. Otherwise, the offer will be rejected.**
5. **Earnest Money/ Security Money: -**
 - a) The value of Earnest Money (EMD) 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 in favour CENTRAL COALFIELDS LIMITED, payable at Ranchi and must accompany the quotation i.e. Part-I of the bid, For unsuccessful tenderer EMD shall be refunded immediately after finalization of the tender. 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 (SD). 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 will be kept recorded for future dealings with them.
 - (c) The value of Security Money to be deposited by the successful tenderer in the form of Bank Draft in favour CENTRAL COALFIELDS LIMITED, payable at Ranchi or Bank Guarantee shall be 10% of the value of the awarded contract without having any ceiling. For successful tenderer, EMD may be converted to Security Money and the tenderer may deposit Bank Draft/ Bank Guarantee for the remaining amount.
 - (d) For successful tenderer, Security Money will be refunded to the firm within 30 days of satisfactory execution of the contract with the approval of HOD of MM/ Head of the Area. For unsatisfactory performance and/ or contractual failure, the security money shall be forfeited.
 - (e) For procurement value less than Rs 1, 00,000.00; No Earnest Money/Security deposit will be required.

(f) 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, 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.

6 (a) 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.

(b) Wherever Security Money shall be treated as performance coverage of the contract, the operation of Security Money BG/ Performance BG shall be guided by clause No. 21 of the special terms & condition of the tender read with stipulation under clause No.7 mentioned below.

7. The Performance Bank Guarantee 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.

8. All envelopes containing the tenders shall be properly sealed. Envelopes stapled shall not be accepted.

9. Signing of all pages of Tender: -

(a) Part-I (Techno-Commercial bid): - Tenderers must *sign with seal* on all pages of their tender, including all enclosures submitted with the tenders except printed leaflet/catalogues.

(b) Part-II (Price bid): - Offers received without signature and seal on all pages shall be rejected.

NB: In single tender system the provision at Part-II shall apply.

10. Certain Vital condition of NIT

(a) A domestic manufacturer shall be considered as indigenous manufacturers, if the equipment 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 manufacturer.

(b) The equipment to be offered by the tenderer shall be considered proven provided the type and model of the equipment offered must have supplied in the past to the Mining Industry and/or to the other Industries (Private or Government/Public Sector, Undertaking- Indigenous or Global) (applicable for material handling equipment like Conveyors, Cranes etc. also) and performed satisfactorily for a period of not less than one year from the date of commissioning. High capacity equipment namely Dumper of 120T and above, Shovels of 10 Cum and above and Dragline shall be considered, proven only on consistent satisfactory performance for a minimum period of 3 years from the date of commissioning. However, if the performance achieved during first two years is more than the availability guaranteed for the first year, relaxation may be considered with the approval of the Competent Authority (CMD of the company/ Chairman, CIL) for declaring those high capacity equipment proven. Before declaring the trial equipment proven for regular procurement, the performance of the equipment for the above said period (one year from the date of commissioning) will have to be examined along with the maintenance and operating cost involved for use of those trial equipment for a period of one year.

11. Photocopy of NSIC/DGS&D registration, BIS license, DGMS approval etc should attested by Notary.

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/Self authenticated copy of documents as per clause 20(d) for according exemption towards submission of EMD, Techno-commercial bid.

The Part-II will consist of prices only.

ALL PAGES OF TENDER DOCUMENTS/OFFER ALONGWITH ENCLOSURES CONSISTING OF PART-I & PART-II SHOULD BE SIGNED WITH NAME & DESIGNATION AND HAVE COMPANY'S SEAL. 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 ie (a) is not applicable in case of Limited tender(s).

(b) Draft towards Earnest money. Bids without Earnest money or Self authenticated copy of documents as per clause 20(d) 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 **ONLY** by sealing wax embossed with the logo or monogram of the tenderers and must be superscribed 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 **ONLY** by sealing wax embossed with the logo or monogram of the tenderers and must be superscribed 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 Deposit/Self authenticated copy of documents as per clause 20(d) 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)~~

Continued ...SCHEDULE OF TENDER SUBMISSION

SUBMISSION OF TENDERS

- i) All the above mentioned envelopes containing the tenders shall be properly sealed ONLY by sealing wax embossed with the logo or monogram of the tenderers. Envelopes sealed by ONLY Gum or Stapled shall not be accepted.
- ii) The envelopes containing the tenders (PART-I & PART-II) must be superscribed 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.

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.

Continued ...SCHEDULE OF TENDER SUBMISSION

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 Earnest Money Deposit/Self authenticated copy of documents as per clause 20(d) 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

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

In case the Tenderers submit self attested copies of registration certificate of DGS&D/NSIC, Licence from BIS and approval certificate issued by DGS&D/other Independent Statutory Bodies of Govt. of India, along with the tender, they will be asked to show the original copies of such documents to the concerned dealing officer for verification to satisfy about their authenticity. The concerned verifying authority will indicate its name, designation, date of verification and sign on the verified documents

INSPECTION

In view of Guaranteed Meterage based order ,only final inspection shall be carried out by the representative of CGM (Excv) at the consignee end.

PRICE BID FORMAT

Clause 5 For all indigenous supplies use format below

SL. No	Description of material	Unit of Measure	Quantity	Basic Price [Ex-works]	Discount, if any	Excise duty	Sales tax	Packing & Forwarding charges	Freight Charges	Insurance charges	FOR Destination/ Landed Value

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

SL. No	Description of material	Unit of Measure	Quantity	F.O.B. Price delivery port basis

Clause 6(ii) & (iii) In case of imported stores, where the supplier is to arrange importation and customs duties etc. use the format below

SL. No	Description of material	Unit of Measure	Quantity	Basic Price [Ex-works]	Discount, if any	Actual rate of customs duty included in your quotation	Sales tax	Packing & Forwarding charges	Freight Charges	Insurance charges	Landed Value

Note: In case of Imported stores other than direct import by CCL the tenderer should indicate the actual rate of customs duty included in their quotation. They should also indicate in their tender where a concessional rate of customs duty is admissible and a lower duty is paid by them and the amount actually paid by them at the concessional rate of duty. A certificate from the Auditor of the firm, certifying that the actual duty paid and that in case of any refund, the full refund of duty has been passed on to CCL should be submitted by the firm. Customs Duty will be reimbursed on submission of documentary evidence.

CHECKLIST

Tender No. : **MM(P)/1.3/ HEMM DRILL BITS / 271 /08-09**Tender Due for opening on : **29 - 02 - 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 alongwith enclosures consisting of PART-I & PART-II 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-I a blank format of price bid (Price format as per Annexure-D), as quoted by you (Showing rate of ED, ST, P&F, F&I) 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 5 or 6 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 6 of special terms & conditions?	Yes / No
3(c)	Have you accepted to submit certificate from the Auditor of your firm, certifying that the actual duty paid and that in case of any refund, the full refund of duty has been passed on to CCL. Customs Duty will be reimbursed on submission of documentary evidence materials in line of NB of Annexure-D?	Yes / No
4.	Have you quoted Firm price in line of clause 7 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 7 of special terms & conditions?	Yes / No
6.(a)	Have you specified firm delivery period in line of clause 9 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 10 of special terms & conditions ?	Yes / No
7.	Have you accepted Inspection terms in line of clause 12 of special terms & conditions ?	Yes / No
8(a).	Have you submitted Earnest Money or Self authenticated copy of documents as per clause 18(d) for according exemption towards submission of EMD/SD ? in Part-I as indicated in Annexure-B and in line of clause 18 of special terms & conditions?	Yes / No
8(b).	Have you accepted to deposit Security Money OR enclosed Self authenticated copy of documents as per clause 18 for according exemption towards submission of SD? in line of clause 18 of special terms & conditions?	Yes / No
9.	Have you accepted to submit Performance Bank Guarantee in line of clause 19 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 24 of special terms & conditions?	Yes / No
11.	Have you submitted copies of documents in line of clause 17 (DGS&D/NSIC Regn),19 of special terms & conditions and Authorisation 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 23 of special terms & conditions.?	Yes / No
17.	Indicate the List of enclosures with the Offer	

Signature of the tenderer

ELIGIBILITY CRITERIA

ELIGIBILITY AND PROVEN CRITERIA FOR PROVEN SUPPLIERS

1. Manufacturers, who have successfully supplied the tendered drill bits to CCL and their respective bits, have been found to perform successfully during any number of years within last FIVE years ,considering CCL as a whole.
2. Successful performers shall be evaluated based on Drilling data available in CCL in last five years for used bits and same shall be sole jurisdiction of CCL and can not be challenged.
3. A firm also qualifies as proven who have not supplied their quoted bits to CCL but are having relevant API certification as well as ISO quality accreditation and have successfully supplied the quoted bits to Coal India Ltd. or any of it's subsidiaries /Govt. Organisations or PSUs engaged in Coal Mining, in last five years against firm regular orders (NOT TRIAL ORDERS)/repeat orders placed by Company's HQ.

Tenderers falling under this criteria shall have to furnish relevant documentary proof like authenticated copies of purchase orders received and executed by them as well as authenticated copies of valid API & ISI certificate, failing which the offer of the firm will not be considered as proven.

SCOPE OF SUPPLY / SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATION**(A) SCHEDULE OF REQUIREMENT**

Sl No.	Description of Item	Tentative Quantity In Nos.
01	<u>6 1/4" Milled Tooth:-</u> 6 1/4" dia Air Blast Tricon Rock Roller Milled Tooth Drill Bits having 3 1/2" API (STD-7) Regular Pin Connection with Roller Bearings air cooled and suitable for soft to hard abrasive rock formation and capable to withstand pull-down force of 3000-5000 lbs/inch of bit dia at a corresponding variable rotary speed of 100-40 RPM with maximum torque of 40,000 lbs-inch. The bit shall conform to the overall requirement of IADC Code : 3-2-2.	329 Nos.
02	<u>6 1/4" (T.C) :-</u> 6 1/4" dia Air Blast Tricon Rock Roller Tungsten Carbide Insert Drill Bits having 3 1/2" API (STD-7) Regular Pin Connection with Roller Bearings air cooled and gage protected (Tungsten Carbide wear protection on shirt – tail) suitable for hard to hardest highly abrasive rock formation and capable to withstand pull-down force of 3000-5000 lbs/inch of bit dia at a corresponding variable rotary speed of 100-40 RPM with maximum torque of 40,000 lbs-inch. The bit shall conform to the overall requirement of IADC Code : 7-3-3.	286 Nos.
03	<u>9 7/8" Milled Tooth:-</u> 9 7/8" dia Air Blast Tricon Rock Roller Milled Tooth Drill Bits having 6 5/8" API (STD-7) Regular Pin Connection with Roller Bearings air cooled and suitable for medium to hard abrasive rock formation and capable to withstand pull-down force of 3000-7000 lbs/inch of bit dia at a corresponding variable rotary speed of 100-40 RPM with maximum torque of 1,00,000 lbs-inch. The bit shall conform to the overall requirement of IADC Code : 3-2-2.	36 Nos.
04	<u>9 7/8" (T.C) :-</u> 9 7/8" dia Air Blast Tricon Rock Roller Tungsten Carbide Insert Drill Bits having 6 5/8" API (STD-7) Regular Pin Connection with Roller Bearings air cooled and gage protected (Tungsten Carbide wear protection on shirt – tail) suitable for hard to hardest highly abrasive sand stone rock formation and capable to withstand pull-down force of 3000-7000 lbs/inch of bit dia at a corresponding variable rotary speed of 100-40 RPM with maximum torque of 1,00,000 lbs-inch. The bit shall conform to the overall requirement of IADC Code : 7-3-3.	41 Nos.

[PRADIP KUMAR]
MM(P)/1.3

(B) EVALUATION OF OFFER:-

The competitiveness of the tenderers will be evaluated on the basis of cost per meter, which shall be calculated as given below:-

Cost/meter = Landed price of Drill Bit / Average achieved meterage in last five financial years.

Average Achieved meterage For Evaluation of offers

1. It will be derived in respect of those firms whose past performance are available in CCL in last five years and shall be calculated as given below :-

The total achieved meterage in CCL during last five years financial years (2002-03, 2003-04, 2004-05, 2005-06 & 2006-07) which ever is available divided by total number of bits of respective firms used by CCL during the period.

However if performance is available in 5 / 4 / 3 / 2 / 1 year only in respect of a firm for any particular type and size of the bit, the same shall be considered for calculation of average achieved meterage for evaluation of offer.

2. The firms whose drill bits have not been used in CCL during last five years financial years and if their offer has been considered to be proven in terms of NIT stipulations, the average meterage of a firm which has achieved the highest average meterage for a particular type & size of total bits used in CCL in any number of the years during last five financial years shall be taken for calculation of cost / meter as per the above formula.

(c) GUARANTEE / WARRANTY :-

As the competitiveness of tenderer is based on per meter drilling cost, the drill bits shall carry following guarantee / warranty.

1. AVERAGE GUARANTEED METERAGE :-

The average guaranteed meterage to be achieved by the bits shall be fixed, dividing the current quoted price (landed) by the lowest cost / meter.

Firms whose bits do not achieved the guaranteed meterage shall have to make good the deficit meterage by their bits by supplying additional replacement bits free of cost, failing which proportionate deduction will be made.

The Average Guaranteed Meterage shall be calculated on the basis of total meterage achieved by a lot of 20 bits and compensation claim, if any shall be raised accordingly.

The Average Meterage (for a lot of 20 bits) shall be calculated as follows :-

Average Meterage = Meterage drilled in OB + (Meterage drilled in Coal / 3)

The meterage drilled by drill bits which fails prematurely before achieving the Minimum Guaranteed Meterage, shall not be taken for average meterage calculation. However, the performance achieved by the subsequent free of cost replacement bits, if it crosses minimum guaranteed meterage, shall be taken into consideration for evaluating average meterage. For computing the average meterage, the performance of all bits against subject order on a lot of 20 bits basis shall be taken into consideration except data related to bits lost during usages or Surveyed – Off / accidental drills.

2. MINIMUM GUARANTEED METERAGE

The minimum guaranteed meterage for each drill bit shall be 30% of the Average Guaranteed Meterage . If a drill bit fails to achieve the Minimum Guaranteed Meterage , the same has to be replaced free of cost within 45 days of intimation in this regard given by the consignee / user area Staff Officer (Excavation) / CGM (Excavation).

(D) DELIVERY

The delivery to be effected in following phases :-

Phase –I : 60% of the ordered quantity within **2 (Two) Months** of the date of receipt of the supply order.

Phase –II : Balance 40% of the ordered quantity in next **3 (Three) Months**.

(E) INSPECTION

In view of Guaranteed Meterage based order ,only final inspection shall be carried out by the representative of CGM (Excavation) at the consignee end.

(F) IDENTIFICATION MARKS:

Maker's name / Brand , Bit Number , 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.

(G) Consignee Particulars:

Chief Materials Manager (Stores) ,
Central Stores ,
Barkakana , CCL ,
Dist. – Hazaribagh ,
Jharkhand State.

(H) Payment Terms

(I) For firms whose performance is available with CCL :-

For the L-1 firms ,following payment terms shall be applicable:-

"100% payment will be made within 21 Days after receipt and acceptance of materials / bill ,whichever is latter."

In case the L-1 firm does not have the capacity to meet the total tendered quantity , size & type wise ,following payment terms shall be applicable for distribution of ordered quantity between the firms other than the L-1 firms:-

" Initial payment shall be made within 21 Days of receipt and acceptance of material / bills ,whichever is later ,based on the average meterage achieved during the last five financial years ie. 2002-03, 2003-04 ,2004-05, 2005-06 & 2006-07 multiplied by L-1 cost per meter received against present tender , limited to the quoted price."

(II) For firms whose performance is not available with CCL:-

An initial payment of 50% of their quoted price will be made within 21 Days after receipt and acceptance of materials / bill , whichever is later. The balance payment limited to quoted price will be made after achievement of Guaranteed Meterage.

NOTE:-

In case a batch of bits do not achieve the total Guaranteed Meterage (Average Guaranteed Meterage X No.of bits) , firm will have to supply additional bits to compensate the shortfall in total Guaranteed Meterage. In case firm fails to supply compensatory additional bits, proportionate deduction will be made on the basis of cost per meter from their pending / future bills to recover the amount towards shortfall in total Guaranteed Meterage.

(II) PERFORMANCE BANK GUARANTEE

The performance Bank Guarantee in the form of Bank Guarantee shall be submitted for 10% of total FOR DESTINATION PRICE inclusive of all taxes & duties to cover both satisfactory performance & warranty , Bank Guarantee will be valid for 24 Months from date of dispatch of material at site and the same shall either be released or extended thereafter as deemed fit.

**[Pradip Kumar]
MM(P)/1.3**

EVALUATION CRITERIA

Method for arriving at the total composite evaluated price

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.

iv) In spite of mentioning that offers should be submitted by the tenderers on FOR destination basis as per clause 5 & 6(i) & (iii) above, in case a tenderer does not specify the basis of price or quotes on Ex-works or FOR despatching 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 despatching 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 despatching station offer, the following percentage will be added to arrive at the FOR destination price, as element of estimated freight upto destination:

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

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

Continued .. EVALUATION CRITERIA

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).

NEGOTIATION AND DISTRIBUTION OF ORDERS

There will be no post tender negotiations except with L1, if necessary. 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

a) For Non RC items

L1 tenderer shall be booked upto their offered capacity to supply within the specified delivery period. For balance requirement, the L-1 price (Landed) shall be counteroffered to the L-2 tenderer and after their acceptance L-2 tenderer shall be booked for their offered capacity. Similar process of counteroffering 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 counteroffered to the L-2 tenderer and after their acceptance L-2 tenderer shall be booked for their offered capacity. Similar process of counteroffering 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

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 Govt. guidelines in respect of such purchases

As per Department of Public Enterprises (DPE), Govt. of India guidelines vide Office memorandum No DPE/13(12)2003-Fin Dtd 26/10/04, 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 alongwith offer.

The above purchase preference is valid upto 31.03.2005 till further orders from Govt.of India.

PROCUREMENT FROM ANCILLARY UNITS: -

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: -

FOR MATERIALS – The bidder should be in a position to supply in specific delivery period at atleast 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.
