



Central Coalfields Limited

(A Subsidiary of Coal India Limited)

Materials Management Department

Darbhangahouse, P.O.: Ranchi – 834 001 (Jharkhand), (India)

Ph: (PBX) 2361687/ 2361694 GM (MM) 2360716/2360257

Fax (91) (0651) 2360198

Website: www.ccl.gov.in

Model NIT for EQUIPMENTS

Advertisement No:- 43/2010-11

Tender Sl. No:- 139

Tender Ref No:-Sr. Manager (P)/385/10-11/CAPACITOR BANK/11 Dt. 03.02.11

NOTICE INVITING TENDERS (NIT) Domestic Open (advertised)

Cost of tender documents	Rs.1000.00
Earnest Money Deposit (EMD)	Rs.18,400.00
Tender Value	Rs.9.20 Lakh

To:

M/s _____

Dear Sirs,

Sub: Tender Enquiry in TWO bid system for supply of Capacitor Bank, 300KVAR, 3.3KV with Control Switch – 02Nos.

Tenders are **invited in duplicate sets** complying the requirement for this tender as detailed below to be submitted in your letterhead neatly printed / typed, duly signed by authorized person with Company's seal of the tenderer.

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

All envelopes must be superscribed with tender number and due date of tender opening. The name and address of the tenderer must also be indicated in each envelope.

SUBMISSION OF TENDER:	IN TWO BID SYSTEM	
Last date of submission of offer :	14.03.2011	At time - 2.30 PM
Due date for opening of tender :	14.03.2011	At time - 3.30 PM

(Under unforeseen circumstances and if the due date falls on holiday, the tender will be opened on the next full working day at the same time. CCL Hqrs. is working full day on all Saturdays except 2nd Saturday of every month, which is a holiday).

Contents of tender documents:-

1	Instruction for submission of Tender & Important Commercial Terms and Conditions of NIT	Annexure - “AA”	Pg- 4-9
2.	Special Terms and conditions of NIT	Annexure - “BB”	Pg- 10-12
3.	Technical specifications	Annexure - “CC”	Pg- 13-19
4	Commercial terms and conditions vis-à-vis checklist submission by the bidder	Annexure - “A”	Pg- 20-23
5	Technical checklist	Annexure - “B”	Pg- N/A
6	Blank format of price bid	Annexure - “C”	Pg- 24
7	General Terms and conditions	Annexure - “D”	Pg- 25-34
8	Integrity pact	Annexure - “E”	Pg- N/A
9	E-Payment mandate	Annexure - “F”	Pg- 35

IMPORTANT NOTES:

1.The offers submitted after downloading from website shall be considered valid only when accompanied by a Bank Draft drawn in favour of Central Coalfields Limited, payable at Ranchi, towards the cost of tender documents indicated on the covering page of NIT. The draft should be enclosed with PART I i.e. techno-commercial bid of tender documents. In case of nonsubmission of the tender fee as detailed above, the tender shall be treated as non-responsive.

NB:- (i)Please note that there is no provisions to take out the list of firms downloading the tender document from the above referred website .As such ,tenderers are requested to see the website once again before due date of opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda ,if any ,will be that of the downloading firms.

(ii) No separate intimation in respect of corrigendum will be sent to tenderers who down loaded the documents from website as information regarding this respect will be available on website i.e. <http://www.ccl.gov.in> and <http://www.tenders.gov.in>

2. Tender documents can also be obtained from the office of the General Manager(MM), CCL, Ranchi on payment of the requisite tender fee by way of crossed demand draft drawn in favour of “Central Coalfields Limited” payable at Ranchi.

Government (state or central) department/undertakings and ancillary of CCL for the tendered item valid on the date of opening of the tender can obtain the document free of cost on production of self attested copies of registration certificate. Free tender documents shall also be issued / accepted (in case of downloaded documents), if the tender is supported with notarized copy of valid NSIC certificate for the tendered item/s.

3. Request for tender documents from outstation firms should bear the tender reference and full address of the firm and reach at least 15 days prior to the last date of receipt of tender. Issue of tender documents will be closed ONE (1) day prior to the last date of receipt of tender.

4. The offer should be submitted strictly as per the terms and conditions and procedures laid down in the tender document failing which the offer is liable for rejection.

5. Normally no technical / commercial clarifications will be sought after opening of tender. However, deviation if any from the specified technical and commercial terms must be submitted in a separate sheet in Techno-commercial bid. CCL reserves the right to accept or reject such deviations without further reference to the tenderers. Offers as asked for must be submitted complete in all respects.

6. The complete offer should be typed in the letter head of the tenderer. (Hand written quotation will be summarily rejected). If firm’s letter heads are not sufficient to accommodate technical and pricing details ,preferably bigger papers may be used. Such sheets should bear the name and address of the company.

SIGNING OF ALL PAGES OF TENDER :

Part –I (Techno-commercial bid) : Tenderer must sign with company’s seal on all pages of their tender ,including overleaf and all enclosures submitted with the tenders except printed leaflets/catalogues.

Part – II (Price Bid) : Part II of offers i.e. Price bid received without signature and company’s seal on all pages shall be rejected.

Quotations, erased and overwritten shall be summarily rejected, unless authenticated with the tenderer’s signature .

7. Normally no price negotiations will be conducted. If lowest price received against tender is un- reasonable, the case may be re-tendered. Therefore, the tenderers must quote their lowest and least prices and submit the price justification alongwith supporting documents for reasonableness of quoted Price in the Price Bid.

8. The forwarding letter of the offer must contain the details of the documents enclosed therein.

9. All disputes shall be subject to the jurisdiction of Ranchi court only.

10. Samples of items wherever necessary should be submitted free of cost along with the quotation for inspection by this office . Samples must be labeled with the tenderer’s name ,address and this office enquiry number and due date of opening of the tender.

11. The packing of all the materials quoted shall confirm to the requirements of the carriers.

12. Indian Agents commission of overseas supplies shall be payable in Indian rupees subject to the following :-

A) Indian Agent of Foreign Principal will have to submit copy of the agency agreement (duly notarized) ,if any, with foreign principal stating precise relationship between them and their mutual interest in the business.

B) In case tendered items falls under the restricted list of current import policy of Govt. of India , then tenderer will have to submit notarized copy of its registration with Director General of Supplies & Disposal (DGS&D), New Delhi under Compulsory Registration of Ministry of Finance.

C) Foreign Principal’s pro-forma invoice or any other authentic documents indicating the commission payable to the Indian Agent, nature of service to be rendered by the Indian Agent etc will have to be submitted (duly notarized).

13. Late Tenders /Delay Offer

i) A tender which has not been received on the due date and before the due time of opening of the tender will not be considered. No relaxation in this respect will be entertained .

ii)Tender sent through Telegram, Telex, Fax or e-mail will not be considered.

14. NSIC-registration, DGS&D-registration, DGMS approval, BIS certification & other statutory documents required as per tender to be submitted with offer should be self authenticated & duly attested by PUBLIC NOTARY.

Yours faithfully,

For Central Coalfields Limited

INSTRUCTION FOR SUBMISSION OF TENDER & IMPORTANT COMMERCIAL TERMS AND CONDITIONS OF THE NIT

(Bidders to read carefully before submitting the tenders)

INSTRUCTIONS FOR SUBMISSION OF TENDER

1.PREPARATION OF TENDER DOCUMENTS :

TWO BID SYSTEM:

The Tender Documents to be prepared in the following manner.

Part- "I" (Techno-commercial bid): This part of the offer should contain the documents and details asked for as under (in no case should contain / indicated the offered prices).

- a) Important commercial terms and conditions (Annexure -"AA")
- b) Special commercial terms & conditions (Annexure- "BB")
- c) Technical Specifications (Annexure-"CC")
- d) Commercial terms and conditions vis-a-vis checklist (Annexure "A")
- e) Technical checklist (Annexure "B")
- f) Format for Un-priced copy of Price Bid (Annexure "C")
- g) General terms and conditions of supply of Stores (Annexure-"D")
- h) Integrity pact (Annexure-"E")
- i) E-payment Mandate (Annexure-"F")

Part- "II": Price-Bid: This part of the offer should contain price portion in the format as per Annexure "C & C1".

NOTE : For proper identification both part "I" and "II" should be kept in separate **sealed** envelopes and clearly be marked on top of the envelop as mentioned above i.e. COVER "I" – TECHNOCOMMERCIAL BID and COVER "II" – PRICE BID. Both these envelopes should again be kept in a third **sealed** envelope.

All the envelopes must be properly sealed. Envelopes stapled shall not be accepted. The Tender no. and Due date of opening must be **super-scribed there upon**. The name and address of the tenderer must also be indicated on each envelope.

In case of non-submission of bids as per sealing method mentioned above, the tender shall be treated as non-responsive.

In case of non-submission of the Un-priced copy of Price Bid as per the designated format at Annexure-"C", the tender shall be treated as non-responsive and will be summarily rejected without any further consideration.

2.SUBMISSION OF TENDER DOCUMENTS : Tenders prepared as detailed above, in two bid should be addressed to General Manager(MM), Materials Management Department, Central Coalfields Limited, Darbhanga House, Ranchi-834001.

Tenders may be deposited

a). In person by the tenderer in the Tender Box kept at Materials Management Department, Central Coalfields Limited, Darbhanga House, Ranchi-834001. The offer should be put in proper & correct tender box meant for this purpose kept in Materials Management Department.

Or

b). sent by post / courier to the above address.

Central Coalfields Limited, however, does not take any responsibility for loss of tender in transit.

Similarly, claim for receipt of tenders after the due date and time if sent by Post / courier services

will not be accepted. Tenders received after due date and time of submission of tender will be

ignored.

3.OPENING OF TENDERS:

Cover "I" (Techno Commercial bid) will be opened on specified date and time as given in the covering page, in presence of the attending tenderers or their authorized representatives.

Cover "II" (Price Bid) will be opened only of those tenderers whose Cover"I" is found to be techno-commercially acceptable. Such tenderers will be intimated to attend the opening.

4.DISCOUNTS:- Rate of discount if any, applicable (on basic price / landed price / etc) , should be clearly spelt out both in figures and words. However, no conditional discount will be considered for the purpose of evaluation of the offer (ranking).

IMPORTANT COMMERCIAL TERMS AND CONDITIONS OF THE NIT

1. TENDER FEES: Tender fees as indicated at page 1 of the NIT is to be submitted along with techno commercial bid **(Part-I)**.

The offers submitted shall be considered valid only when accompanied by Tender fees as per the details mentioned above. In case of non submission of the tender fee as detailed above the tender shall be treated as non-responsive.

Exemption of Tender fees : Government (State or Central) department / undertakings and ancillary of CCL for the tendered item/s valid on the date of tender opening are exempted from payment of tender fee and tender documents will be issued to them free of cost. These firms shall however have to submit self attested copies of registration certificate along with their offer. Free tender documents shall also be issued/accepted (in case of downloaded documents), if the tender is supported with notarized copy of valid NSIC certificate for the tendered item/s.

2. EARNEST MONEY DEPOSIT :

Earnest Money Deposit (EMD) as indicated at page 1 of the NIT should be submitted along with techno-commercial bid **(Part-I)**.

For unsuccessful tenderer, EMD shall be refunded immediately after finalisation of the tender. **EMD shall be forfeited if any tenderer withdraw their offer before finalisation of the tender or fails to submit order acceptance within 15 days from the date of order.**

The offers submitted shall be considered valid only when accompanied by EMD as per the details mentioned above by way of Bank Draft drawn in favour of Central Coalfields Limited, payable at Ranchi, or relevant documentary evidence for exemption of EMD . In case of non submission of the EMD as detailed above the tender shall be treated as non-responsive.

Exemption of EMD : The following tenderer / firms are eligible for exemption of EMD.

- Valid DGS&D / NSIC registered (for the tendered items) firms. The DGS&D / NSIC registrations should be valid on the date opening of the tender. The firms should submit self authenticated duly attested by NOTARY PUBLIC copy of DGS&D / NSIC registration certificates along with the techno commercial bid.
- State / Central Government organizations / Public Sector Undertakings. Firms should indicate that they are state/Central Government Organisations/Public Sector Undertakings.
- CCL Ancillaries for the tendered items. The firms should submit self attested registration certificates along with the techno commercial bid.

3. SECURITY DEPOSIT : The successful tenderer shall have to furnish the security deposit amount in the form of Demand Draft or Bank Guarantee of any scheduled bank for 10% (ten percent) value of the awarded contract (landed value) without having any ceiling within 15 days time from the date of supply order. In case the successful tenderer fails to deposit the security money, the order shall be cancelled and the case shall be processed to order elsewhere and the firm's performance is to be kept recorded for future dealings with them. Security deposit money will be refunded to the firm within 30 days from the date of satisfactory execution of the contract.

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

Security Money may be converted into performance bank guarantee (PBG) (wherever PBG is required as per the contract). However, in such case the amount of PBG should not be less than 10% (ten percent) of the landed value of the order.

EXEMPTION OF SECURITY DEPOSIT: All the firms / tenderer who have qualified for the exemption of EMD and having submitted the required documents shall also be exempted from furnishing the Security Deposit.

However, in case of NSIC registered firms, the exemption of the security deposit shall be only up to their monetary limit, if any, indicated in the registration certificate. In case the value of order placed is above such monetary limit indicated in the registration certificate, the successful tenderer shall have to furnish the Security Deposit for 10% of order value over such monetary limit.

Note : In case of a vendor development tender / Trial tender, there is no exemption to any bidder from depositing security money.

- 4. ELIGIBILITY CRITERIA:** Only **MANUFACTURERS** of tendered items are to quote. In case the tenderer is a manufacturer, the full address of works along with copy of their valid registration with NSIC / SSI / DIC / DGS&D / Registrar of Companies etc in their own name is to be submitted with the offer.

IN CASE, AS A MATTER OF POLICY, any Manufacturer(s) does not market their product(s) directly

(A) then such manufacturer(s) may submit their offer along with documents for their being manufacturer as specified in clauses 4 above, through their Authorised Marketing outlet. In such case authorization certificate (duly attested by PUBLIC NOTARY) valid on due date of tender opening OR authenticated authority letter specifying the tender reference in the name of tenderer from manufacturer for the tendered items should be submitted by the tenderer along with the offer, failing which the offer will stand rejected.

(B) In case of goods of imported origin, authorized Indian Agent of foreign manufacturers are also authorized to quote along with authenticated authority letter in original specifying the tender reference in the name of tenderer from foreign manufacturer for the tendered items. The original authenticated authority letter specifying the tender reference should be submitted by the tenderer along with the offer. In absence of such authority / reference the offer shall be ignored.

(C) A domestic manufacturer shall be considered as Indigenous Manufacturer, if the equipment manufactured and offered against tender has indigenous material content cost plus labour content cost in excess of 30% (thirty per cent) of Ex-works value of the equipment including all taxes and duties .A certificate to the above effect from the auditor of the manufacturer shall be submitted along with techno-commercial bid.**[This clause is applicable for tenders limiting Indigenous supplies only]**

- 5 .VALIDITY OF THE OFFER:** The offer should be kept valid for 180 days from the date of opening of tender as specified. Withdrawal of tender within the validity period is not permitted.

- 6. “F O R” DESTINATION:** Prices should be quoted strictly in format given in Annexure-“C of the tender.

(i) For all indigenous supplies, the firm should normally quote their rates on FOR Destination basis with breakup of prices e.g. (i) Ex-works Price and (ii) Freight, Insurance, Packing & Forwarding Charges on lump sum basis. Excise Duty, if applicable, will be payable extra as per prevailing Excise rules. Refund / Credit, if any, obtained shall be passed on to the buyer which shall be certified by the auditor of the supplier. Sales Tax will be payable extra, as applicable. The safe arrival of stores at destination shall be the responsibility of the supplier.

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

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

However, 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 in the following manner:

a) In case of Ex-works offer and if the firm does not specify the packing and forwarding charges, 2% (two percent) of the Ex-works price will be loaded to arrive at the FOR Despatching station price. Insurance charges shall be considered as per the existing transit insurance contract concluded by CCL.

b) In case of FOR Despatching station offer, the following percentage shall be added to arrive at the FOR destination price, as element of estimated freight up to destination

Approx. distance of dispatching station from site	% of FOR Despatching station price
Above 2001 kms	5%
1501 to 2000 kms	4%
1001 to 1500 kms	3%
501 to 1000 kms	2%
500 kms and below	1%

However, if the firm quotes the exact amount of freight or packing and forwarding charges, the same shall be added in place of the above percentage amount.

7. “FOB” Delivery Port basis: N/A

8. Payment Terms for indigenous bidders:

(a) 80%value of each equipment and the accessories and 100% Excise duty and full concessional ST/CST along with 100% transportation & Insurance charges will be paid within 21 days after delivery of the equipment and receipt and acceptance of performance bank guarantee. The equipment should be accompanied with relevant dispatch documents like Challan, Maker’s Test Cum Inspection Certificate Warranty Certificate, Pre dispatch inspection certificate wherever applicable etc.
(b) Balance 20%payment shall be made within 21 days of successful completion of erection testing, commissioning and final acceptance of the equipment(along with accessories) as site upon presentation of a certificate from the project Officer the effect that the equipment has been erected and commissioned to their entire satisfaction.
NO OTHER PAYMENT TERMS WILL BE ACCEPTED.
No payment will be made for supply of incomplete equipment.

“Payments will be made through e-payments system only” Authorization of all payments through Electronic Fund transfer system/RTGS/CBS/Intrabank Transfer is to be furnished as per the prescribed format in Annexure-“G”

9. Payment Terms for overseas bidders (in case of direct import by CCL) : N/A

10. SUBMISSION OF BILLS: For claiming payment, following documents are to be submitted along with original bills as per terms of the supply order to the consignee.

a. In case of indigenously manufactured goods.

- i. Pre-receipted and stamped Invoice (Original Buyer’s copy of invoice)
- ii. Packing list in original list in original giving details of bill of materials
- iii. Consignment note / RR/ PWB in original
- iv. Warranty / Guarantee certificate
- v. Manufacturers test certificate as per supply order terms
- vi. DGMS / BIS / Pre dispatch inspection certificates / any other document, if required as per the contract.

b. In case Supply is to be arranged after importing ordered items in “Original Packing”. Original packing would not be applicable for items which are shipped in open condition in containers etc

i) The following import documents are required to be submitted with each supply for acceptance of supplies to CCL

- a. Self attested copy with original Principal' invoice / packing list
- b. Self attested copy with Bill Lading / Airway bill
- c. Self attested copy with original Bill of entry
- d. As per contractual requirement (if any) warranty / guarantee certificate
- e. Certificate of origin

The supplier shall provide clear linkage of items as per order with documents furnished under clause (a), (b) and (c) for acceptance by CCL

The original documents under (a) and (c) shall be returned after verification with attested photocopy and making endorsements on original relating to transaction made.

11. LIQUIDATED DAMAGES CLAUSE: Please refer to clause 20 of General terms and conditions; Annexure-D

12. FORCE MAJEURE CONDITION: Please refer to clause 21 of General terms and conditions; Annexure-D

13. BANNED OR DELISTED SUPPLIERS: The bidders should 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 PSU, this fact must be clearly stated and it may not necessarily be a cause for disqualifying him. If this declaration is not given, the tender shall be treated as non responsive

14. A.PURCHASE PREFERENCE: Purchase preference if applicable may be allowed to central public sector undertakings/Government departments/Ancillary Industries, in line with extant Government of India/Central Vigilance Commission guidelines/procedures/CL guidelines for Ancillary industries at the time of opening of price bid of the tender..

B.NEGOTIATION AND DISTRIBUTION OF ORDERS

- (i) There shall be no post-tender negotiations with L-1, except in certain exceptional situations. Such exceptional situations would include procurement of proprietary items, items with limited sources of supply and items where there is suspicion of a cartel formation, in order to arrive at an acceptable price.
- (ii) Splitting of quantities/distribution of order:-When the distribution of quantities in NIT is not pre-disclosed, as the capacity of the L-1 firm may not be known in advance and the quantity to be ordered is far more than what L-1 alone is capable of supplying, L-1 Tenderer shall be booked up to their offered capacity to supply within the specified delivery period. For balance requirement, the L-1 price (landed) shall be counter offered to L-2 Tenderer and after their acceptance L-2 Tenderer shall be booked for their offered capacity. Similar process of counter offering 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.

15. BUYERS' RIGHT TO DECIDE THE TENDER:- CCL reserves the right to reject or accept or withdraw the tender in full or part as the case may be without assigning reasons thereof. No dispute of any kind can be raised against this right of buyer in any court of law or elsewhere.

16.TAXES AND DUTIES APPLICABLE :

- i. Whenever the bidders mention that taxes and duties are payable extra, the current rate of taxes and duties as applicable will be added.

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.

In case of imported stores other than direct import by CCL the firm shall give a confirmation along with their offer that a certificate from their Auditor certifying that they have paid Customs Duty as per prevailing Customs Rates and refund if any shall be passed on to buyer, shall be submitted along with supplies/bills

- ii. In case the price is stated to be inclusive of Excise Duty, the current rate included in the price must be indicated. If bidder is exempted from paying Excise Duty, the same must also be confirmed with valid

documentary evidence, self attested copy of which should be submitted with offer.

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

In case the Excise duty is presently NIL and applicable at a later date during the execution of the contract, the bidder should specify whether the applicable ED will be borne by the Vendor or CCL. In case to be borne by CCL, then maximum rate of currently leviable ED will be loaded on the price during the evaluation.

iii. Similarly, the bidder should clearly indicate the Sales Tax applicable. For details please refer to clause No 11 of Annexure-“BB”.

17. The tendered quantity is tentative and CCL reserves its right to increase or decrease by 20% of the tendered quantities.

18. This NIT shall also be governed by the General Terms and conditions of supply of stores (Annexure E) enclosed. All these terms and conditions shall be also be applicable, unless and otherwise specified in any other Annexure of this NIT.

19. 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. CIL/Subsidiary Companies 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.

(Bidders should read carefully before submitting the online tenders)**1. SCHEDULE OF REQUIREMENT:**

Sl.No	Description	Quantity
1	CB300KVAR,3.3KV with Control Switch	2 No

2. DELIVERY SCHEDULE : Within 4 Months from the date of placement of order .Early supply is acceptable.

The bidder should be in a position to supply in the delivery period specified above at least 50% 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. That means, **the offered quantities should not be less than 50% of the tendered quantities.**

Note: The tenderer must indicate INSTALLED and ACTUAL MANUFACTURING capacity of the manufacturer.

3.CONSIGNEE: The Depot Officer, Central Store, Barkakana**4. PAYING AUTHORITY: Area Finance Manager , Central Store, Barkakana****5. FIRM PRICE:** The Price to be quoted shall be "FIRM" price and in case of order, shall remain "FIRM" till complete execution of the order. In case, against "FIRM" price any variable price is offered such offers shall be rejected without notice.**6. GUARANTEE / WARRANTY:****1. GUARANTEE/WARRANTY for Stores & Spares along with FITMENT CERTIFICATE:**

Whenever nothing has been specified by technical department:-

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

The goods should properly fit in/on/to the machines for which the same are intended.

7. INSPECTION CLAUSE:

1. **PREDESPATCH INSPECTION:** Stage/Pre-dispatch inspection will be carried out by M/s. CMPDIL/CCL'S NOMINATED AGENCY as per their methodology. In brief the scope and conditions of the Inspection will be as follows: -
 - a) Checking and approval of test procedures/quality assurance plans.
 - b) Verification of records and documentation of vendor works inspection.
 - c) Verification of documents and test certificate of bought out items and cross checks.
 - d) Provide the facilities for carrying out all tests as required in specifications of

vendors works else these will be carried out at independent test house if considered so necessary by CMPDIL/CCL'S NOMINATED AGENCY at vendors cost.

- e) Final testing and checking as per specifications.
 - f) CMPDIL/CCL'S NOMINATED AGENCY will have full and free access to the place of the supplier / manufacturer during process of manufacturing and during inspection activities.
 - g) Inspection fee @ 0.8824%(including service charges) of the landed value of stores offered including all taxes and duties is to be paid to CMPDIL/CCL'S NOMINATED AGENCY in advance by demand draft along with inspection call letter, which will be reimbursed by CCL along with consignment billing. Pre-Dispatch inspection by CMPDIL/CCL'S NOMINATED AGENCY shall be applicable , except in case of supplies by OEM's.
 - h) Minimum 15 days clear notice shall be given by the manufacturer/suppliers to CMPDIL/CCL'S NOMINATED AGENCY for arranging inspection within valid delivery period as per contract.
2. Final inspection shall be carried out by the Chief General Manager (Excv), CCL, Ranchi or his authorized representative on receipt of materials at the consignee's end. Notice for inspection shall be given by the consignee immediately on receipt of the materials.

FINAL INSPECTION: Final Inspection of the consignment shall be carried out at the destination stores, which will be arranged by the consignee on receipt of stores.

8. PROVENNESS CRITERIA: The tenderer should be a proven source. The criteria for provenness will be as follows:

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) and performed satisfactorily for a period of not less than one year from the date of commissioning.

N.B. Tenderer will have to submit satisfactory performance report for type and model of equipment offered .In case of supply to Govt.Sector/Public Sector, satisfactory performance report issued by authorized representative of the company shall be considered valid. However in case of supply to Private sector, satisfactory performance report issued by Chief Executive of the Company shall be considered valid.

In case type and model of equipment offered has been supplied in past to CCL, performance certificate shall be issued/given by HOD of the Technical Department i.e. __GM(E&M) at the time of technical evaluation. Status of Provenness would be evaluated and decided by HODs of technical department.

9. DISTRIBUTION OF ORDERS [For Heavy earth moving machinery(HEMM):- N /A

- i) Instead of placing entire order on one supplier, there shall be at least two sources, on whom the order will be placed at L-1 price.
- ii) L-1 bidder shall get 60% of the total order and the L-2 bidder, on matching the L-1 price, shall get 40%.. This distribution will be applicable for procurement of HEMM of bulk quantity ie **10 Nos. or more** for Dumpers/ Dozers and **5 Nos. or more** for Shovels/Excavators/Drills/Motor graders/FE Loaders. However distribution of order shall also be made as per Hon'ble Supreme Court judgment if any prevailing at the time of finalization of tender.

10. SALES TAX:

a.VALUE ADDED TAX (VAT):In case of supplies where VAT is applicable, bidder should indicate the rate of VAT applicable. The vendor should submit the Tax Invoice along with the supplies and CCL will avail Input Tax credit (ITC) as per the VAT rules. The set- off of ITC will be considered while evaluation of bids for comparison and ascertaining the L1 status of the firms.

b.CENTRAL SALES TAX:In case of supplies where **Central Sales Tax** is applicable. **Concessional Sales tax as applicable**

for tendered item should be quoted

11. PERFORMANCE BANK GUARANTEE (PBG):

PBG valid for 15 months from the date of commissioning for 10% value of the equipment (along with accessories) including taxes and duties etc to the FOR Destination price of the equipment on order must be submitted before execution of supplies or along with supply bills. No payment shall be released without submission of the performance bank guarantee.

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

A) For Indigenous Order -

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

B) For Import Order -

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

The Performance Bank Guarantee for the above case (A) & (B), shall be released after expiry of validity period if no claim is pending.

NB:The Performance guarantee shall be in accordance with relevant clause of Annexure-“CC”,IF ANY.

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

SPECIFICATION OF CAPACITOR BANK

1. **INTRODUCTION:** The capacitor banks are required for installation at receiving point of supply for three phases, 50 cycles, solidly earthed neutral system of power supply.
2. **Electrical data:** (Please see table ‘A’)
 - i) 3 phase delta/star connected banks – delta
 - ii) Capacity of capacitor banks – 300 KVAR
 - iii) Capacity of each basic unit – 50 KVAR
 - iv) Type of capacitor bank complete with mounting rack – Indoor
 - v) Ambient temp. – 50 degree C
 - vi) System voltage – 3.3 KV

3. The unit shall substantially be in accordance with IS: 2834 or latest revision unless otherwise stated to the contrary.

The bank shall be offered as a composite unit with arrangement for connection to the cable/ conductor leading to the corresponding switchgears. Detailed dimensional erectional diagram shall be supplied with the supply.

4. The tenderer shall ensure that at the instant of switching on of any bank when one of the banks is already charged, the banks are designed in such a way as to bear or limit (i) its own inrush current and (ii) instantaneous discharge of the already charged bank during switching on of the other bank.
5. **Manufacturing and construction:** During manufacturing of the capacitor, every care should be taken to assure excellent operational characteristics and performance as per the latest IS. The whole unit should be hermetically sealed in a steel plate container with terminal bushing soldered to the lead for external connections.

M.S. container must be all welded and treated against rust and painted with primer coat and enamel paint.

Each unit must have two earthing terminals. The capacitor banks must be completed with painted MS structure, frame work, connecting busbar terminal chamber, top protection sheet metal cover & cable entry box (for indoor type) for suitable size of PVC mining etc.

6. **Test requirement:** The unit shall be suitable for continuous operation at a terminal voltage not exceeding 110% the rated voltage. The tolerance of KVAR rating and routine test of each unit shall confirm to IS – 2834 latest revision.
7. **Discharge device/ fuses:**
 - (i) Individual discharge resistor or reactor shall be provided to automatically discharge each capacitor unit so as to give a residual voltage of 50 Volts(max) per phase within five minutes after switching off of the capacitor bank as per IS : 2834
 - (ii) Each element in the basic unit shall have internally protected silver fuse. In addition to this easily replaceable HRC fuses of standard make in single phase capacitor unit shall be

provided. In case of fault in an element, over voltage on remaining element shall not exceed 10%.

8. The capacitor shall have very low loss and low dielectric loss. The tenderer should give loss figures. The capacitor bank shall be suitable to withstand electro dynamic and thermal stresses during switching.
9. **Manuals:**
 - (i) Three sets of instruction manuals for the installation, adjustment and maintenance of the bank should also be supplied.
 - (ii) Three sets of wiring diagram for the banks should be provided with the supply for easy installation.
10. **Guarantee:** All the supplies should be guaranteed for a period of one year from the date of commissioning / 18 months from the date of receipt whichever is earlier.
11. Tenderer must provide S.O. COPY supply executed and past performance of the same for a period of 1 year as satisfactory.
12. Technical particulars of the offered item must be furnished in Annexure – II in absence of which offer may be rejected.
13. **IMPORTANT:** Tenderer should also quote rate of basic unit SPECIFICALLY.
14. Delivery period – 4 months.

TABLE 'A'

SN	Normal system voltage & frequency	Maximum system voltage	Capacity of capacitor bank	Capacity of each capacitor unit(min)	connection	application
1	3.3KV,50 C/S	3.6KV	300KVAR	50KVAR	Delta	Indoor

ANNEXURE – II

TECHNICAL PARTICULARS TO BE FURNISHED BY THE SUPPLIER (AS PER INDIAN STANDARD SPECIFICATION)

1. Execution (Location) –
2. Rated Voltage –
3. Frequency –
4. Phases –
5. Maximum service voltage –
6. Rated Output –
7. Configuration –
8. Discharge resistors –
9. Earthing –
10. Cable entry/ conductor termination –
11. Weight –
12. Capacitor losses –
13. Total losses including accessories, contactors, discharge devices etc. –
14. Type capacitors –
15. Capacitor voltage tests –
16. Ambient temperature
 - (i) Maximum –
 - (ii) Minimum –
17. Case material –
18. Fixing –
19. Protection –
20. Standards –
21. Make –

CAPACITOR CONTROL CIRCUIT BREAKERS (INDOOR TYPE)

DETAILED TECHNICAL SPECIFICATION

1.0 Circuit Breaker panel is required for the control of 300 KVAR capacitor bank having voltage 3.3KV. The protection should be suitable earthed neutral system.

1.01 **IMPORTANT** – Offered circuit breaker must be type tested by CPRI/ other Govt. recognized test house for capacitor switching duty.

2.0 **GENERAL** – The circuit breaker panel is meant for use in a system with the following specifications:

2.01 System Voltage – 3.3 KV

2.02 Phase – 3

2.03 Frequency – 50 c/s

2.04 Enclosure type – Indoor type

2.05 Circuit Breaker type – VCB

2.06 Symmetrical breaking capacity (i) 250 MVA at 3.3 KV

2.07 Basic current rating – 400 A

2.08 Short time rating – 3 seconds

2.09 Class of insulation – preferably B

2.10 BILL – As per latest IS (Tenderer should indicate)

2.11 Operating mechanism – manual operated spring charged

2.12 CT Ratio – 120-60/5+5

2.13 PT Ratio – 3.3 KV/ 110V

2.14 Terminals – (a) Incoming – Bushing in cable entry box

(b) Outgoing – Bushing in cable entry box

3.0 LOCATION: The CB is for indoor installation/ ambient temperature may be upto 50 degree C.

4.0 MAIN COMPONENTS:

- 4.01 Switch gear shall be with protection devices, instrument panel incoming and outgoing cable entry boxes, core balance transformers vertical/ horizontal insulation and horizontal withdrawable type.
- 4.02 Interlocking devices.
- 4.03 Easily accessible voltage transformer (dry type) with current limiting resistor and fuses.
- 4.04 Indicating devices.
- 4.05 Current transformers
- 4.06 Wiring for measurement and circuit protection.
- 4.07 Busbar chamber
- 4.08 Frame earthing.
- 4.09 Operating mechanism.
- 4.10 Safety interlock

The following protective relays should be incorporated in C.B.

5.00 TRIPLE RELAY WITH TWO OVERLOAD RELAYS

- i) Phase Fault – 200% setting with an operating time $1.3/3$ seconds at 10 times the current setting.
 - ii) Earth Fault – 50% setting with an operating time of $1.3/3$ seconds at 5 times the current setting. Test and Retest arrangement, visual indicator.
- 5.01 Over Voltage relay – 110% setting with an operating time of 0 to 5 seconds at 1.5 times the voltage setting.
 - 5.02 Under Voltage relays – 60% setting with an operating time of 0.5 to 6.0 seconds at zero voltage.
 - 5.03 Time delay relay – To prevent reswitching in of circuit breaker within less than $3/5$ minutes after its switching out.
- Note** :- The offered relay must cover the above range in the operating cycle.
- 5.04 Neutral unbalance current relay in connection with a split neutral C.T. setting.
 - 5.05 Instrument Panel: This shall be provided in the low voltage compartment with hinged door and shall be completed with CTs and PTs and the following :-
 - i) Ammeter and voltmeter with selector switches scale 0-200 Amps; 0-3.6 KV
 - ii) Indicating lamp for ON/OFF and healthy trip indication with push button.

iii) Test terminal block for testing facility.

iv) Local/ remote selector switch.

6.00 CONSTRUCTION: The unit housing and the C.B. trucks should be fabricated steel construction. The basic unit shall consist of horizontal withdrawable pattern with vertical/ horizontal isolation.

7.00 BUSBAR & BUS CHAMBER: The busbar shall be of hard drawn copper complying with the requirements of BS-159 and shall be of uniform cross section throughout length. The busbar shall be supported on suitable insulating materials at sufficiently close intervals to prevent busbar sag and to effectively withstand electro magnetic stresses in the event of short circuit. The cross section of busbar should adequately be rated. The busbar chamber is air insulated and completely separated from other part of the unit.

8.0 SAFETY SHUTTERS: Each group of busbar and spouts shall be fitted with automatically operated safety shutters. For testing and inspection, each shutter shall be separately hand operated from the front of the unit and shall be latched either in open or close positions.

9.0 SAFETY INTERLOCKS: Each switch gear unit shall be provided with the system of mechanical interlock which shall automatically impose a fixed sequence of events designed to protect the equipment and the operator from the danger of maloperation.

10.0 BREAKER OPERATION MECHANISM: All circuit breakers are to be provided with hand charged spring operated power closing mechanism with electrical operated coil for electrical release which should be connected to a remote control switch for release of the spring. The remote control switch should be provided on the instrument panel which forms the part of a switchgear. In spring operated mechanism, various precautions taken by the firm should be indicated. Some of the important precautions which shall be incorporated in the mechanism are given below :-

i) The springs, if charged cannot be released while the circuit breaker is closed.

ii) Interlocks shall be provided to prevent slow closing or slow operating of the circuit breaker in its service position.

iii) If the spring of the above mechanism fails, it should be possible to hand close the circuit breaker.

iv) It should be possible to recharge the spring while the circuit breaker is closed, thus preparing in advance for the next closing of the operation. The release of the spring shall be by an electrically operated coil for remote control. In case of a supply failure to a release coil, an emergency hand release should be provided.

11. VOLTAGE TRANSFORMER: Voltage transformer shall be 3 phase, 3.3KV/110V with current limiting resistance and HV fuses. The voltage transformer shall be of suitable output VA rating per phase to meet the requirement of the metering circuits, protective circuits, operating and tripping circuits of the switch board and should be of suitable class of accuracy.

12. CURRENT TRANSFORMER: The current transformer for operation of meters and protective circuit shall comply with relevant IS.

13. TRIPPING: The circuit breaker shall have shunt trip, fed from 110V dc source, DC power for trip circuit should be obtained from potential transformer and rectifier and fed to DC bus. The source of DC power should be from a part of switch board and inherent.
14. TERMINALS: Cable entry boxes for incoming and outgoing should be as per relevant IS.
15. ENCLOSURE AND METAL TREATMENT: Enclosure should be of sheet steel of adequate thickness and should have undergone a rigorous process of dust proofing and should be painted with one coat of red oxide primer and 2 coats (finishing) coating of paints.
16. FRAME EARTHING: The earthing of the breaker tank, structure should be provided by suitable earthing.
17. OVERALL DIMENSIONS: The overall dimensions should be kept to a minimum without imparting the electrical clearance and accessibility for maintenance purposes.
All the leading dimensions and the general arrangement should be shown in the line drawing, showing general arrangement and dimension of the switchgear and the arrangement of the switch board offered. The minimum distance required to withdraw the circuit breaker for servicing etc. should also be given.
18. DRAWING: The complete set of technical literature feature/ diagram for the complete switch should be provided in duplicate with the offer. Schematic diagram of instruments CTs PTs control circuit and protective circuit for the incoming and outgoing switchgear incorporated should also be provided with the supply.
19. GUARANTEE PERIOD: All supplies should be guaranteed for a period of one year from the date of commissioning and 18 months from the date of receipt, whichever is earlier.

TEST REPORT:

- i) VCB must be tested by CPRI/other Govt. recognized test house. A copy of type test report for the same must be enclosed with the offer, failing which, offer will be liable for rejection.
 - ii) Circuit breaker (VCB) must be suitable for duty cycle 0-3'-CO-3'-CO.
20. Tenderers must provide copy of past supply order for the tendered item and performance of the same as satisfactory for 1 year as per eligibility criteria of NIT.

COMMERCIAL TERMS & CONDITIONS VIS-À-VIS CHECK LIST

(To be submitted along with Techno-Commercial Bid (Part-“I”))

Documents required to be submitted/ Uploaded:-

- a. Copy of supply order with performance report as per eligibility criteria of NIT.
- b. Test report from Govt. test house / recognized Govt. test house / International test house for offered item.
- c. Valid License of DGMS Approval and BIS.

Non-compliance of these terms and conditions will lead to rejection of offer

Sl.No.	Terms and Condition	Bidder to indicate YES / NO
1.	Status of tenderer a. Whether Manufacturer b. Whether sole selling agent /authorized dealer / distributor (indicate status) c. Notarised Documents as per clause no.4 of Annexure “AA” enclosed d. Certificate in original as per clause no.4 of Annexure “AA”.enclosed. e.	
2.	Validity:- Offer should be kept valid for 180 days from the date of opening of tender as specified. Withdrawal of tender within the validity period is not permitted	
3.	Price to be quoted as FIRM and in case of order to remain FIRM till execution of the order	
4.	Price should be on FOR destination basis	
5.	Should submit copy of un-priced bid as per format (Annexure- “C”) without the prices along with PART-I of the bid i.e. Technocommercial bid of tender documents. In case of non-submission of the Un-priced copy of Price Bid as per designated format at Annexure “C”, the tender shall be treated as non-responsive and will be summarily rejected.	
6.	Delivery schedule accepted as per clause no.2 of Annexure “BB”	

7.	<p>Payment Term for Indegenous Supply: 80%value of each equipment and the accessories and 100% Excise duty and full concessional ST/CST along with 100% transportation & Insurance charges will be paid within 21 days after delivery of the equipment and receipt and acceptance of performance bank guarantee. Balance 20%payment shall be made within 21 days of successful completion of erection testing, commissioning and final acceptance of the equipment(along with accessories) as site upon presentation of a certificate from the project Officer the effect that the equipment has been erected and commissioned to their entire satisfaction as per as per Important terms & conditions, clause no.8, of Annexure-“AA” of NIT</p> <p>Payment term for overseas supply (in case of direct import by CCL:Payment will be made through irrevocable Letter of Credit established in favour of the foreign beneficiary as follows:</p> <p>80% payment of FOB prices (less Indian Agents Commission) will be made against presentation of shipping documents and receipt and acceptance of Performance Bank Guarantee.</p> <p>Balance 20% of FOB value shall be paid within 21 days of successful installing, commissioning and final acceptance of the equipment at site as per Important terms & conditions, clause no.9, of Annexure-“AA” of NIT.</p>	
8.	Consignee: As per Clause no.3 of Annexure “BB” of NIT	
9.	Paying Authority: As per Clause no.4 of Annexure “BB” of NIT	
10.	Guarantee/Warranty: As per clause 6 of Annexure “BB” of NIT	
11.	Price Fall Clause: As per clause 13 of Annexure “BB” of NIT	
12.	<p>SUBMISSION OF BILLS: For claiming payment, following documents are to be submitted along with original bills as per terms of the supply order <i>to the consignee</i>.</p> <p>a. In case of indigenously manufactured goods.</p> <ul style="list-style-type: none"> i. Pre-receipted and stamped Invoice (Original Buyer’s copy of invoice) ii. Packing list in original list in original giving details of bill of materials iii. Consignment note / RR/ PWB in original iv. Warranty / Guarantee certificate v. Manfuacturers test certificate as per supply order terms vi. DGMS / BIS / Pre dispatch inspection certificates / any other document, if required as per the contract. <p>b. In case Supply is to be arranged after importing ordered items in “Original Packing”. Original packing would not be applicable for items which are shipped in open condition in containers etc</p> <ul style="list-style-type: none"> i)The following import documents are required to be submitted with each supply for acceptance of supplies to CCL <ul style="list-style-type: none"> a. Self attested copy with original Principal’ invoice / packing list b. Self attested copy with Bill Lading / Airway bill c. Self attested copy with original Bill of entry d. As per contractual requirement (if any) warranty / guarantee certificate e. Certificate of origin <p>The supplier shall provide clear linkage of items as per order with documents furnished under clause (a), (b) and (c) for acceptance by CCL The original documents under (a) and (c) shall be returned after verification with attested photocopy and making endorsements on original</p>	

	relating to transaction made.	
13.	PERFORMANCE BANK GUARANTEE (PBG): PBG valid for 15 months from the date of commissioning for 10% value of the equipment (along with accessories) including taxes and duties etc to the FOR Destination price of the equipment on order must be submitted before execution of supplies or along with supply bills. No payment shall be released without submission of the performance bank guarantee. Please refer to clause no.12 of Annexure-“BB” for details.	
14.	PREDESPATCH INSPECTION: <u> CMPDI </u> As per clause no.7 of Annexure “BB”	
15.	FINAL INSPECTION: Final Inspection of the consignment shall be carried out at the destination stores, which will be arranged by the consignee on receipt of stores. As per clause no.7 of Annexure “BB”	
16.	Liquidated Damages Clause cum Risk Purchase Clause: 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.	
17.	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 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.	
18.	Declaration Certificate by the Tenderer:- Tender shall have to furnish/submit following certificates along with their offer: A) “We hereby certify that the photocopy(ies) is/are the true & genuine copy(ies) of the original document(s) and if latter on the photo copy(ies) is/are found forged, tampered or not in order, the CCL management shall be free to cancel our tender and take any legal/penal action against the	

	undersigned as may be deemed fit.” B) “We hereby declare that the contents of the offer submitted vide No._____against this tender (Tender No._____dated _____) have been given after fully understanding and the same are true and complete in every particular and that if any untrue abetment/ information contained therein, the said offer shall be considered absolutely null and void and we shall be liable for any penal action as per the provisions of Law for the time being in force.”	
19.	Earnest Money /Security Money :- As per Clause nos.2 & 3 of Important Terms & Conditions, Annexure “AA”	
20.	OTHER INFORMATION (To be indicated)	
21.	State Sales Tax Registration No	
22.	Central Sales Tax Registration No.	
23.	PAN No.	
24.	Name, address, contact person of manufacturer / Exclusive authorized marketing outlet	
25.	Brand name and Model	
26.	After sales service :-Please indicate complete address with Telephone No, Fax No. etc.	
27.	Details of location of works	
28.	Whether mandate for E-Payment duly signed and sealed and certified by your banker, in the format as per Annexure “F” submitted	
29.	Jurisdiction of Ranchi Court accepted	
30.	NSIC-registration, DGS&D-registration, DGMS approval, BIS certification & other statutory documents required as per tender to be submitted with offer should be self authenticated and duly attested by PUBLIC NOTARY	
31.	Banned- De-listed certificate as per Important Terms & Conditions, clause no.13, Annexure “AA,” submitted.	
32.	CCL’s right to increase/decrease the quantity by 20 % as per clause no. 17, Annexure “AA,”	

ANNEXURE-“C”

FORMAT OF PRICE BID														
													ANNEXURE-"C"	
Sl.No.	Description	Unit of Measurement	Offered Quantity	Basic Price Ex-Works (per unit)	Packing & Forwarding	Excise Duty (% age) on	Sales Tax (% age) on	Freight	Insurance	Other Levies (details)	Landed Cost	Discount (if any on)	Net Landed cost after discount	Total Price of offered quantity
1														
2														
3														

NOTE:

- Item sl. no., description and Unit of Measurement should be as per the schedule of requirement.
- (a) For Items other than direct import by CCL: -The prices must be quoted on FOR Destination basis. The quotation should indicate rate per unit, discount (if any) ,freight & insurance charges shall be indicated separately for each item, otherwise clause no.6 of annexure-A will apply for determining the L-1 ,L-2 etc. status.
 - Taxes ,duties and other charges etc. in percentage should be clearly specified (not in absolute value)
 - The charges such as Octroi, Turn over Tax, Entry Taxes etc if applicable should be spelt-out separately giving the applicable rate in percentage.
 - . Sales Tax under column ' h ' should indicate rate of sales tax/VAT.
 - Nothing extra will be payable over and above the percentage of Excise Duty, Sales Tax/VAT, other levies quoted except on Government notification during the contractual period.
- (b) For Direct import by CCL :-
 - The rate shall normally be quoted on FOB-port of shipment basis .
3. Conditional discount shall not be considered for evaluation of offer. (Please refer clause 4 of Instruction for submission of Tender, Annexure "AA")
- 4.The prices offered should be given preferably both in words and figures.

GENERAL TERMS AND CONDITIONS OF SUPPLY OF STORESDefinition

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. (a) **Subletting and Assignment**

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

(b) **Change in a Firm**

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

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

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

10. (a) **Consequence of Breach**

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

- (b)** The decision of Coal India Ltd. and/or its subsidiary companies as to any matter or thing concerning or arising out of this sub-clause or any question whether the supplier or any partner of the supplier firm has committed a breach of any of the conditions in this sub-clause contained shall be final and binding on the supplier.
- 11.** Use of raw materials secured with Government assistance.
- (a)** Where any raw material for the execution of the contract is procured with the assistance of Coal India Limited and/or its subsidiary companies by purchase or under arrangement made or permit, 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 of profits accruing from or which in the usual course would have accrued to him by reasons of such breach.
- (d)** Where the stores manufactured or fabricated by the supplier out of the materials arranged or procured by or on behalf of Coal India Limited and/or its subsidiary companies are rejected the supplier shall, without prejudice to any other right or remedy of the Government, pay to the government on demand the cost price or market value of all such materials whichever is greater.
- 12.** The tenderers in case of imported items, shall clearly mention in the quotation that in the event of the supply order being placed with them, they shall arrange for supply within a reasonable period of all necessary maintenance tools and spares parts that may be required from time to time during the normal life of the machines, on a continuous basis and at a price not in excess of the landed cost at their premises plus a stated percentage differential (such a differential should be indicated) and proper servicing of the main unit supplied by them as and when required. In case there is a Rate Contract with the DGS&D supply be made at the RC rates.
- 13.** The tenderers shall give a warranty of satisfactory performance of the unit offered by them for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance by Coal India Limited and/or its Subsidiary Companies. The supplier shall be responsible for any defects that they develop under the conditions provided for by the contract and under proper use, arising from faulty materials, design or workmanship and shall remedy such defects at his own cost when called upon to do so. If it becomes necessary for the supplier to replace or renew any defective portion of the goods, such replacement or renewal should be made by the supplier without any extra cost to Coal India Limited and/or its subsidiary company.
- 14.** For orders placed directly on overseas suppliers, the tenderers should separately 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 Clause should be stipulated in the tender. 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 withdraw their offer before finalization of the tender or fails to submit order acceptance within 15 days from the date of order.**

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

The value of Security Money to be deposited by the successful tenderer in the form of Bank Draft 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.

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

d) If any State/Central Govt. Organisation/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.

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 satisfied that the same is unsatisfactory ; and

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

(h) Consequence of Rejection

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

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

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

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

(i) Inspectors' Decision as to Rejection Final

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

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

(k) Notification of Result of Inspection

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

(l) Marking of Stores

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

(m) Removal of Rejection

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

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

(n) Inspection Notes

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

18. Packing and Transport

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

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

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

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

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

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

19. Delivery :

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

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

(a) To recover from the successful tenderer as agreed liquidated damages, a sum not less than 0.5% (half percent) of the price of any stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited 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 may allow such additional time by extending the delivery period, as it considers to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by the 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. Inspection of stores, i.e. supplies made by the successful tenderer against the supply order mentioned at (15) above, shall be carried out by the Inspector/Consignee at the colliery site/stores or by the Inspecting Wing (inclusive of all its branch offices) of the DGS&D, New Delhi or any other agency as may be specified in the supply order. Where necessary, inspection may be carried out at the supplier's premises.

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

24. The supplier shall at all times indemnify Coal India Limited and its subsidiary companies against all claims which may be made in respect of the supplies for infringement of any right protected by patent, Registration of Design or Trade Mark, provided that in the event of any claim in respect of alleged breach of Letter Patent, Registered Design or Trade Mark being made against Coal India Ltd. and/or its subsidiary

companies, the said authority shall notify the supplier of the same and the supplier shall be at liberty at his own expense to settle any dispute or to conduct any litigation that may rise there from.

25. Carrying Vessels for Imported Items

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

26. Freight

The stores shall be dispatched at public tariff rates in the case of FOR station of dispatch contract and the stores shall be booked at full wagon rates whenever available and by the most economical route or by the most economical tariff available at the time of dispatch as the case may be. Failure to do so will render the supplier liable for any avoidable expenditure 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 of 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 all stores, 100% payment should 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.

(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 from CIL may also be considered, if felt necessary, by the CIL management, even though order is placed against the requirement of one subsidiary company by CIL .

(e) Specific payment term may be formulated in accordance with the provisions laid down (as applicable) at Chapter-IX of the Purchase Manual.

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.

33. All disputes arising out of the contract shall be under the jurisdiction of **Ranchi court** only and as per "Law of the land".

ANNEXURE-F

E-Payment
(to be returned to the company)

To,
Central Coalfields Limited.,
Darbhanga House,
Ranchi- 834 009

Dear sir,
Ref: AUTHORISATION OF ALL OUR PAYMENTS THROUGH ELECTRONIC FUND TRANSFER SYSTEM / RTGS/CBS/INTRA BANK TRANSFER.

We hereby authorize Central Coalfields Limited to make all our payments against our bills, Refund of earnest Money deposit and Security deposit, through Electronic fund transfer system/RTGS/CBS/Intra Bank transfer. The details for facilitating the payments are given below:-

1.	NAME OF THE BENEFICIARY	
2.	ADDRESS (WITH PIN CODE)	
3.	TELEPHONE NO.(WITH STD CODE)	<input type="text"/>
4.	BANK PARTICULARS	
(A)	BANK NAME	
(B)	BANK TELEPHONE NO (WITH STD CODE)	<input type="text"/>
(C)	BRANCH NAME	
(D)	BANK BRANCH CODE	
(E)	BRANCH ADDRESS (WITH PIN CODE)	
(F)	BANK FAX NO.(WITH STD CODE)	<input type="text"/>
(G)	9 DIGIT MICR CODE OF THE BANK BRANCH (ENCLOSE COPY OF CANCELLED CHEQUE)	<input type="text"/>
(H)	11 DIGIT IFSC CODE OF THE BENEFICIARY'S BRANCH	<input type="text"/>
(I)	BANK ACCOUNT NO	<input type="text"/>
(J)	BANK ACCOUNT TYPE (TICK ONE)	
	SAVING	
	CURRENT	
	LOAN	
	CASH CREDIT	
	OTHERS	
	IF OTHERS, SPECIFY	
5.	PERMANENT ACCOUNT NO.(PAN)	<input type="text"/>
6.	EMAIL ADDRESS FOR INTIMATION REGARDING RELEASE OF PAYMENTS	
7.	CCL VENDOR CODE	<input type="text"/>

I/we hereby declare that the particulars given above re correct and complete. If the transaction is delayed or credit is not affected at all for reasons of incomplete or incorrect information, I/we would not hold the company responsible. We also agree to bear the bank charges, if any, for enabling such transfer.

(AUTHORISED SIGNATORY)

Name

Official stamp

Date

BANK CERTIFICATION

It is certified that above mentioned beneficiary holds a bank account No..... with our branch and the Bank particulars mentioned above are correct.

(Authorised signatory)

Authorisation No:

Name:

Official stamp

Date