



Central Coalfields Limited

(A Subsidiary of Coal India Limited)

Materials Management Department

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Online Bidding Website: www.itietendering.com/CIL

Advt No. 26/2013-14

Dated 12.09.2013

Tender Sl. No.131

Tender Ref no: CCL/MMD/H.Q/Chief Manager(P-7)/ (Soda Lime)CO2 Gas Observant/2013-14

NOTICE INVITING TENDERS (NIT)

(Only Through Electronic Tendering)

Description of Item	Estimated/ Indent Value (In Rs.)	Earnest Money (In Rs.)
(Soda Lime)CO2 Gas Observant	3.05 Lakh	6100.00

Sl. No.	Particulars	Date	Time
a.	Document download start date	18.09.2013	10.00 AM
b.	Document download end date	09.10.2013	03.30 PM
c.	Bid Submission start date	18.09.2013	10.00 AM
d.	Bid submission end date	09.10.2013	03.30 PM
e.	Last date of receipt of EMD by NEFT/RTGS	09.10.2013	03.30 PM
f.	Techno-Commercial Bid Opening date	10.10.2013	04.00 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).

Sub: E-tendering with e-price bids for supply of (Soda Lime)CO2 Gas Observant

1. Tenders are invited electronically through website of M/S ITI Ltd www.itietendering.com/CIL.

Tender are to be submitted strictly as per guidelines furnished in the website of M/s ITI Ltd.

Contents of tender documents:

1	<i>Important Commercial Terms and Conditions of NIT</i>	<i>Annexure - "AA"</i>
2.	<i>Special Terms and conditions of NIT</i>	<i>Annexure - "BB"</i>
3.	<i>Technical specifications</i>	<i>Annexure - "CC"</i>
4	<i>Commercial terms and conditions for online submission by the bidder</i>	<i>Annexure - "A"</i>
5	<i>Technical Specifications for online submission by the bidder</i>	<i>Annexure - "B"</i>
6	<i>Price Bid template for online submission by the bidder</i>	<i>Annexure - "C"</i>
7	<i>General Terms and conditions</i>	<i>Annexure - "D"</i>
8	<i>Integrity pact.</i>	<i>Annexure - "E"</i>
9	<i>E-Payment mandate format</i>	<i>Annexure - "F"</i>

Note: Annexure 'A' & 'B' are included in 'Techno commercial Bid' File and Annexure 'C' is included in 'Price Bid File' for online submission. Registered vendors can download these online by logging on to www.itietendering.com/CIL . Annexure 'AA', 'BB', 'CC', 'D' 'E" & 'F' form the part of the NIT.

2. Requirements for Vendors

- P.C. connected with internet.
- Registration with Service provider portal www.itietendering.com/CIL
- The vendor should posses a Class III Digital Signature certificate (Mandatory).
(Bids will not be recorded without Digital SignatureCert.ificate.)
- In case of any clarification please contact ITI Ltd., before the schedule time of the e-Procurement.
Contact Person:-

Mr. Kushal Bose :- 09674758719

Mr. Kumar Chandan :- 09674758720

Mr. Debraj Saha :- 09674758721

Mr. Vikram Prasad :- 09674758722

Mr. Subrata B :- 09674758723

Mr. Madhusudhan S :- 09980548184

E-mail: tenderwizardkol@gmail.com

- For registration, Submission procedure and method of correspondence etc

Please visit our website:www.itietendering.com/CIL and click on the link Vendor Help.

- To obtain the Class III digital signature certificate

Contact:

Mr. Kumar Chandan
AC-92/1, Prafulla Kanan East,
Krishnapur,
Kolkata-101
Mob: 09674758720

- Help for participating in e-tender:

The detailed methods for participating in the e-procurement are available in the website "www.itietendering.com/CIL". The bidders have to Log on to ITI's web site and then click on the specified links to start participating in the e-procurement process.

Bidders are also free to communicate with the contact person of the service provider to get all clarification regarding the mode of the e-procurement process. The name, address, contact phone number and e-mail ID of the contact person of the service provider shall be notified to the bidders in due course.

NB: (i) Please note that there is no provision to take out the list of parties downloading the tender document from the above referred web site . As such , tenderers are requested to see the website once again before due date of tender 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 parties.

(ii) No separate intimation in respect of corrigendum to this NIT(if any) will be sent to tenderer who have down loaded the documents from website. Please see website www.itietendering.com/CIL.

- 3 . The offer should be submitted strictly as per the terms and conditions and procedures laid down in the website of M/s ITI Ltd www.itietendering.com/CIL / tender document failing which the offer is liable for rejection.

Bidders should download the complete NIT including the Annexure and read carefully before filling the details and uploading the bid.

4. Normally no deviation is acceptable to our tender documents. Terms and offers which are in deviations are liable for rejection without making any back reference to the tenderers. **Offers as asked for must be submitted complete in all respects.**

5. **The bidder must upload & attach all the documents required as per the terms of the tender.**

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

(Note: It may pleased be noted that e-tendering or e-procurement falls under the purview of the Information Technology Act 2000 and other relevant acts and subsequent amendments if any)

7. The packing of all the materials quoted shall conform to the requirements of the carriers.

8. PREPARATION OF TENDER DOCUMENTS:

8.01 TWO BID SYSTEM:

The Tender Documents are to be submitted in two bid system in the following manner and shall be submitted through electronic mode only.

8.01.a. Part “A” (Techno-commercial bid): This part of the offer should contain the documents and details asked for as under **(in no case should contain / indicate the offered prices)**

a) Template for Commercial terms and conditions (*Annexure “A”*)

b) Template for Technical Specifications/ Terms & conditions (*Annexure “B”*)

(Annexure A and Annexure B are to be downloaded from the e-tendering system and then the filled templates are to be uploaded in the e - tendering system)

- c) Scanned copies of documents as required as per requirements of the NIT and as specified in the Annexure A and Annexure B are to be uploaded as General Documents in the e- tendering system and then attached with the offer while submitting the offer online.
- d) Duly signed, stamped and accepted integrity pact (Annexure – E) (Scanned copy to be uploaded alongwith the offer) to be uploaded as General Documents in the e- tendering system and then attached with the offer while submitting the offer online.

THE RESPONSES TO TERMS & CONDITIONS OF NIT GIVEN IN ANNEXURE-“A” AND ANNEXURE-“B” WHICH WILL BE SUBMITTED ONLINE BY THE BIDDER, WILL BE CONSIDERED FOR EVALUATION OF THE BID AND ANYTHING CONTRARY TO THESE RESPONSES SUBMITTED BY THE BIDDER IN ANY OTHER FORM WILL NOT BE CONSIDERED.

8.01.b. Part “B”: Price-Bid: This part of the offer should contain price portion in the format as per Annexure “ C” and shall be submitted through electronic mode only.

The blank format of price bid (Annexure C) is to be downloaded from e - tendering system and then the filled price bid should be uploaded in the e-tendering system while submitting the offer.

<p>Note : Copies of NSIC-registration, DGS&D-registration, DGMS approval, BIS certification & other Statutory documents required to be submitted (uploaded & attached) should be duly attested by <u>PUBLIC NOTARY</u>.</p>
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9.01. OPENING OF TENDERS:

9.01.a. Part - “A” (Techno Commercial bid) will be opened electronically on specified date and time as given in the NIT. Tenderer or their authorized representatives can witness the opening of tenders.

9.01.b. Part - “B” (Price Bid) will be opened electronically of only those tenderer whose Part “A” is found to be techno-commercially acceptable. Such tenderer will be intimated regarding the date of opening of price bids, through e-mail.

All notices to the bidders shall be sent by e-mail only during the process of finalisation of tender by CCL as well as e-procurement service provider. Hence the bidders are required to ensure that the email-id provided by them is valid and properly updated. CCL shall not be responsible for any consequences arising out of wrong / invalid email id provided by the bidder.

IMPORTANT COMMERCIAL TERMS AND CONDITIONS OF THE NIT

1. TENDER FEES: No Tender Fee is payable for tenders through e-procurement.

2. EARNEST MONEY DEPOSIT : Earnest Money Deposit (EMD) as indicated at page 1 of the NIT should be furnished in the form of **e-payment mode only** along with techno commercial bid to be submitted electronically through www.itietendering.com/CIL .

the bidder can make payment of EMD through NEFT/RTGS from any scheduled Bank.

The bidder will have to make payment as per the Challan generated by system on e-Procurement portal and will have to furnish online the alpha-numeric Unique Transaction Reference (UTR) Number before submission of bid. The payment made through NEFT/RTGS must be received in CIL/Subsidiary Cos. designated Account before the last date and time of submission of bid.

Electronic Payment can be made by clicking the relevant links provided in the website www.itietendering.com/CIL.

Physical modes of payment i.e Banker cheques or Demand drafts are not acceptable.

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 in the form of e-payment or relevant documentary evidence for exemption of EMD . In case of non submission of the EMD or documentary evidence towards exemption of 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 (upload & attach) NOTARY attested copy of DGS&D / NSIC registration certificate valid on the date opening of the tender in support of their claim.**
- State / Central Government organizations / Public Sector Undertakings (PSUs) - The firms should indicate that they are state/Central Government Organisations/Public Sector Undertakings.
- CCL Ancillaries for the tendered items - **The firms should submit (upload & attach) self attested copy of registration certificate in support of their claim.**

If exemption from submission of EMD is claimed and valid supporting document as required is not submitted (uploaded & attached) along with techno-commercial bid, then the offer will be considered as non-responsive and will not be processed further.

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: EXEMPTION OF SECURITY DEPOSIT: All the firms / tenderers who have qualified for the exemption of EMD and having submitted (uploaded & attached) the required documents shall also be exempted from furnishing the Security Deposit, if validity of such certificate is sufficient to cover security period. If validity of the certificate expires after opening of the tender and document in support of extension of validity is not submitted by the

firm, they shall not be considered for exemption and will have to submit Security Deposit as above, which shall be incorporated in the supply order in the event supply order is placed on the firm.

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 in original specifying the tender reference in the name of tenderer from manufacturer for the tendered items should be submitted (scanned copy uploaded & attached) by the tenderer along with the offer.

If the participating tenderer is registered under MSMED Act 2006, they should indicate the same and the Proof of Registration, duly self attested, should be uploaded along with their offer. If this information is not provided by the tenderer, no benefit under MSMED Act 2006 will be available to the tenderer.

(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 (uploaded & attached) by the tenderer along with the offer.

- 5. VALIDITY OF THE OFFER:** The offer should be kept valid for **180 days from the last date of submission of bid**. 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: (Applicable in Global Tenders Only)

Prices should be quoted strictly in format given in Annexure-“C of the tender. In case of *direct import by CCL*, the tenderer should quote prices on FOB delivery port basis only. The total price will be estimated in the following manner to arrive at the CIF price & the landed price of the import offers:

- a) The loading for freight and insurance may be resorted as per the above methodology given below.

Port of Delivery at:	Freight (%)
USA , Canada and Japan Sectors	12% of FOB Value
All other Sectors	10% of FOB Value

- b) The CIF price will be multiplied by the Exchange Rate between Indian Rs. and the quoted Foreign currency , prevailing on the date of opening of the price-bid . The applicable rate will be “ Selling BC Rate “, of State bank of India. Otherwise the rate as available from National News Papers will be taken.
- c) Customs Duty and Countervailing Duty as applicable on assessable value (CIF plus landing charges etc.) will then be added on the CIF price, thus converted in to Indian Currency.
- d) On this net price, 2% of FOB will be added as port clearance and forwarding charges and 3% of FOB as estimated average inland freight up to destination, to arrive at the total price (landed price).
- e) **The India Custom Tariff Heading / Sub-Heading / HS Code of the relevant item/s if known should be provided. The internet can be of help in the matter.**

8. SUBMISSION OF BILLS: For claiming payment, bills / Excise-Cum-Tax Invoice (wherever applicable) in triplicate should be submitted to the Paying Authority for arranging payment **except in case of direct import by CCL**. The following documents/certificate should also be submitted to the paying authority along will the Bill / Excise-Cum-Tax invoice:

- a) Self Authenticated Copy of Consignment Note.
- b) Self Authenticated Copy of Guarantee / Warranty Certificate (if applicable).
- c) Any other document specified in the supply order.
- d) Lowest Price Certificate should be given on the body of each and every Bill, certifying that the price charged for the materials are not higher than the price applicable to other Govt. Deptt., Undertakings including DGS&D.

CENVAT credit on admissible inputs and capital goods will be availed by CCL, for which Pre-receipted and stamped Excise cum Tax Invoice showing the amount of excise duty, education cess and secondary & higher education cess at applicable rates separately is required to be submitted . The Excise cum Tax Invoice must contain all the following information as required under rule 11 of Central Excise Rule 2002:-

- a) Registration no. of the Supplier.
- b) Address of the concerned Central Excise Division.
- c) Name of the consignee.
- d) Description of goods supplied.
- e) Tariff heading and sub headings
- f) Time and date of removal.
- g) Mode of Transport.
- h) Vehicle Registration number.
- i) Rate of duty.
- j) Quantity and value of goods, and duty payable thereon.

In case of indigenously manufactured goods, Marketing Outlets (when manufacturer does not quote directly) who are **NOT** registered with Excise Department will have to submit Excise invoice issued by the manufacturer wherein the name of CCL is mentioned as consignee, so that CCL can avail CENVAT credit on admissible inputs and capital goods.

In case of **goods of imported origin other than direct import by CCL**, the Indian Agent / Dealer should necessarily be registered with Excise Department.

In addition to the above the following documents are to be submitted as per terms of the supply order **to the consignee**.

a. In case of indigenously manufactured goods.

- i. One copy of the bill / Excise-Cum-Tax Invoice as the case may be.
- ii. Challan.

- iii. Packing list in original giving details of bill of materials.
- iv. Consignment note / RR/ PWB in original.
- v. Warranty / Guarantee certificate and fitment certificate (wherever applicable) in original.
- vi. Manufacturers test certificate in original (wherever applicable) as per supply order terms.
- vii. DGMS / BIS / Pre dispatch inspection certificates / any other document, if required as per the contract.
- viii. Certificate from the auditor of the supplier certifying that excise duty has been paid as per prevailing excise rule, and Refund / Credit, if any obtained shall be passed on to the buyer (wherever excise duty is applicable).
- ix. Any other document specified in the supply order.

b. In case Supply is to be arranged after importing ordered items.

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

- i. **Self attested copy of Principal's invoice / packing list along with original.**
- ii. **Self attested copy of Bill of Lading / Airway bill.**
- iii. **Self attested copy of Bill of entry along with original.**
- iv. As per contractual requirement (if any) warranty / guarantee certificate.
- v. Certificate of origin.
- vi. Certificate from the Auditor of the supplier, certifying that they have paid Customs Duty as per prevailing Customs Rates and refund if any shall be passed on to buyer.
- vii. Any other document specified in the supply order.

(The supplier shall provide clear linkage of items as per order with documents furnished under clause (i), (ii) and (iii) 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.

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

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

11. 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

12. 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/CCL guidelines for Ancillary industries at the time of opening of price bid of the tender.

B. NEGOTIATION AND DISTRIBUTION OF ORDERS: 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.

Wherever the quantity to be ordered is much more than L1 alone can supply, in such case the quantity ordered may be distributed as per the following procedure for procurement for items in respect of which the lowest tenderer has capacity constraint.

a) For Non RC items

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.

b) For RC items

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

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

The ancillary policy of CCL in respect of distribution of quantity will be followed wherever applicable.

13. 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.

14. 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 (uploaded & attached) with offer. Notification number should be indicated.

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 / EXEMPTED and becomes applicable at a later date during the execution of the contract, the applicable ED will be borne by the Vendor.

CCL will avail CENVAT credit on purchases of various admissible inputs and capital goods.

- iii. **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. Central Sales tax as applicable for tendered item should be quoted. If the bidder is exempted from paying CST or paying CST at a lower rate than the national rate, notarized copy of valid documentary evidence is to be submitted (uploaded & attached).

- iv. If any **other levy** is applicable, the type of such levy and the rate (%) should be indicated.

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

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

17. 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.

18. 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.

19. SPECIFIC GUIDELINES RELATING TO E-PROCUREMENT:

The bid submission will start from the next day of e-publication of NIT, but if there is a pre-bid meeting, it will start on the next day of pre-bid meeting.

The Tender can be downloaded by any prospective bidder from the website free of cost. The download of tender may start immediately after e-Publication of NIT and shall continue till the last date and time of bid submission.

In all cases of e-tendering there shall not be any tender fee or cost of tender documents payable by the prospective bidder.

Registration/Enrollment of Bidder on e-procurement Portal of CIL:

In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal of CIL with valid Digital Signature Certificate (DSC) issued from any agency authorized by CCA and which can be traced up to the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one time activity only. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person.

The bidders will have to accept unconditionally all the Terms and Conditions of NIT including Commercial and General Terms & Conditions and other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid shall be allowed/accepted.

The bidder will have to give an undertaking online that if the information/declaration/scanned documents furnished in support of the same in respect of eligibility criteria is found to be wrong or misleading at any stage, they will be liable to be punitive action.

In case any corrigendum is issued the scanned copy of corrigendum notice will be uploaded on the e-Procurement Portal and also on the portal where the original NIT has been published. It will be the bidders responsibility to see keep track of the same on the website and act accordingly.

The bidder will submit their Techno commercial Bid and Price bid on-line. No off-line bid shall be accepted.

The bidder will be required to submit EMD through ONLINE mode only.

In Online mode the bidder can make payment of EMD through NEFT/RTGS from any scheduled Bank.

The bidder will have to make payment as per the Challan generated by system on e-Procurement portal and will have to furnish online the alpha-numeric Unique Transaction Reference (UTR) Number before submission of bid. The payment made through NEFT/RTGS must be received in the designated Account before the last date and time of submission of bid.

In case of exemption of EMD the scanned copy of document in support of exemption will have to be uploaded by the bidder during bid submission.

The bidders will have to upload scanned copies of various documents required for eligibility and all other documents as specified in NIT, in Cover-I, and "Price-bid" in Cover-II.

1. Techno-Commercial Template: The Techno-Commercial Template containing the technical specification parameters for each tendered item and Commercial parameters will be in Excel format (password protected) and will be uploaded during tender creation. This will be downloaded by the bidder and he will furnish all the required information on this file. Thereafter, the bidder will upload the same file during bid submission. The Techno-Commercial Parameter Sheet which is incomplete and not submitted as per instruction given above will be rejected.
2. Price bid: The Price bid containing the bill of quantity will be in Excel format (password protected) and will be uploaded during tender creation. This will be downloaded by the bidder and he will quote the rates, taxes & duties etc. for his offered items on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission in cover-II. The L-1 will be decided for each item/module as stipulated in the NIT. The Price-bids of the tenderers will have no condition. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected.

Modification of the submitted bid shall be allowed online only before the deadline of submission of tender and the bidder may modify and resubmit the bid online as many times as he may wish.

Bidders may withdraw their bids online within the end date of bid submission.

The Techno Commercial bid will be opened on the pre-scheduled date and time of tender opening. The Techno Commercial bids (Cover-I) will be decrypted on-line and will be opened by the "Bid Openers" with their Digital Signature Certificates. The Bidders may view the bid opening remotely on their personalized dash board.

Tender will be opened on the pre-scheduled date irrespective of the number of offers received. Even in case of receipt of single offer, the same will be opened for evaluation. In case no offers are received tender will automatically be cancelled with competent approval.

Techno- Commercial Evaluation of Bids:-

The e-Procurement System will evaluate the Techno Commercial bids automatically with least human intervention. For this purpose all the required parameters will be obtained from the Bidders in an objective and structured manner through the techno-Commercial Template. Bidders will be required to upload scanned copy of various documents as stipulated in the NIT for the evaluation process, document in support of exemption of EMD (if applicable) and Techn-Commercial Bid in Excel for Techno-Commercial Evaluation .

- (i) Initially, there will be a technical scrutiny report and commercial scrutiny report generated by the system itself.
- (ii) Subsequently, technical scrutiny and commercial scrutiny generated by the system shall be scrutinized/verified in light of documents uploaded by the bidders in respect of bidders qualified based upon template response only.
- (iii) Shortfall Document: The Purchaser may ask for shortfall documents during the evaluation of the bids. These documents shall not be relating to submission of EMD. Request for documents and the response shall be in writing and no change in the prices of the bid shall be sought, offered or permitted. No modification of the bid or any form of communication with CIL/Subsidiary Co. or submission of any additional documents, not specifically asked for by CIL/Subsidiary Co., will be allowed and even if submitted, they will not be considered.

These documents may be allowed to be uploaded within the specified time period of 10 (Ten) days.

Start Date and End Date of 10 days will be given in the communication sent for seeking such documents. The documents shall be sought through e-tendering portal. In order to ensure communication additional e-mail will also be sent by the Dealing Officer through CCL webmail. Reply should be sent back by the Bidder through e-tendering portal.

In addition to above, if the Bidder so desires, may send a hard copy set of his reply with documents through post/courier and it will be considered if it reaches within 10 days specified time in our office.

Any reply received beyond 10 days period specified in our communication will not be considered. If the reply through portal is received, the same will be considered ignoring other replies.

The above documents will be specified on-line normally within 10 days of Technical-bid (Part-I) opening, indicating the start date and end date giving 10 days' time for on-line submission by bidder. The bidders will get this information on their personalized dash board . Additionally, information shall also be sent by system generated e-mail, but it will be the bidder's responsibility to check the updated status/information on their personalized dash board at least once daily after opening of bid. No separate communication will be required in this regard. Non-receipt of e-mail will not be accepted as a reason of non-submission of documents within prescribed time. The bidder will re-upload the requested documents within the specified period and no additional time will be allowed for on-line submission of documents.

- (vii) After the short listing of techno-commercially acceptable bidders as above, the date and time of opening of Price Bid shall be intimated by e-mail to the shortlisted techno-commercially acceptable firms and shortlisted firms shall also be informed through system generated e-mail.

(viii) The Price bid of the shortlisted bidders (qualified in Techno commercial bid) will be decrypted and opened on the scheduled date and after the pre-scheduled time by the *Bid Openers* with their Digital Signature Certificates. The Bidders may view the price bid opening online remotely by logging in and can see the price-bid submitted by all shortlisted bidders.

(ix) The Bid validity period for all tenders will be 180 (one hundred eighty) days from the last date of submission of bid.

The scanned copy of the Purchase Order will be uploaded on the e-Procurement portal and the original copy will be sent to the bidder/s through registered/speed post.

Any amendments to the Purchase Order shall also be uploaded in the Portal.

SPECIAL TERMS AND CONDITIONS OF THE NIT

(Bidders should read carefully before submitting the tender)

1. SCHEDULE OF REQUIREMENT:

Sl no.	Item Description	Unit of Measurement (UOM)	Required quantity
1	Soda Lime (CO2 Absorbent)	Kgs	10000.00 (5000 packs each of 2 Kg)

2. DELIVERY SCHEDULE : Delivery shall be made on FOR Destination basis, within sixty days from the date of issue of supply order..Early supply is acceptable.

The bidder should be in a position to supply in the delivery period specified above at least 25% of the total quantity for which the bid has been issued. Offers from bidders who fail to comply with the above qualification criteria shall be considered unresponsive. That means, **the offered quantities should not be less than 25% of the tendered quantities.**

3. CONSIGNEE: _Depot Officer, Central Store, Barkakana, Distt:- Ramgarh, Jharkhand

4. PAYMENT TERMS:

100% Payment within 21 days of receipt and acceptance of materials at destination stores or submission of bills whichever is later. In the event Performance Bank Guarantee is applicable the payment will be released after submission of the same.

In case of ancillary units of CCL for ancillarised items, the ancillary payment terms will be applicable as per CCL norms and paying authority will be GM(Fin), CCL, HQ.

“Payments will be made through e-payment system only”. Authorisation for all payments through electronic fund transfer system/RTGS/CBS/Intra Bank Transfer is to be furnished by the bidder in the prescribed format enclosed as Annexure-“F”

5. PAYING AUTHORITY: AFM, CRS/CS Barkakana, Distt:- Ramgarh, Jharkhand.

6. 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.

7. GUARANTEE / WARRANTY: 1. Material on order should be certified of Standard quality and as per technical specification given above in 1. B. In case of any rejection, the same shall be replaced by the supplier free of cost. The manufacture of the material should be within one month of the date of receipt at CCL CENTRAL STORES, BARKAKANA and shelf life should be 02 (TWO) years from the date of manufacturing. Consignment must accompany such Guarantee/Warranty certificate.

Special Warranty Clause:- If the order is decided to be placed on the bidder, the bidder should confirm against the clause that in the event of any breakdown or failure of performance due to defects in materials, design, workmanship etc. the bidder will make replacement or rectification work at the site (Consignee’s End/Use’s End) at no extra cost within 21 days of the settlement warranty claims to be made by CCL.

“**At no cost to the purchaser**” means, the supplier will have to bear all the expenses up to the destination site i.e. Ex-works prices, Excise Duty, Sales Tax, Insurance, Inland Transportation charges etc. as applicable to ensure free delivery of warranty replacement at CENTRAL STORES, BARKAKANA, CCL or at unit stores, MRS, Ramgarh as the case may be.

8. INSPECTION CLAUSE:

CONSIGNMENT must be accompanied with ORIGINAL test certificate of the material from ISMU, Dhanbad/CMRI, Dhanbad/any other GOVT. AGENCY/approved laboratory carrying out such test, for each batch. Inspection will be carried out at consignee's end by the INSPECTION TEAM as formed and authorized by the competent authority for carrying out such inspection. The inspection team may draw random samples for sending it to the any approved laboratory as mentioned above if it desires so to ensure quality standard. The cost of such laboratory test by the inspection team will be born by the supplier. The report submitted by such inspection team will be final and shall be binding upon the supplier. The part of the lot or whole the lot if rejected by the inspection team, the same has to be replaced by the supplier free of cost at consignee's end.

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.

9. PROVENNESS CRITERIA:

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

Tenderers falling under (ii) shall have to furnish relevant documentary proof like Trade Agreement with OEM for the tendered item or Purchase order copy from OEM.

Tenderers falling under (iii) shall have to furnish relevant documentary proof like copies of Rate contract or firm order for the tendered items or similar items of HIGHER SPECIFICATIONS.

- The copies of Rate Contract or Firm Order shall not be less than 25% of the tendered quantity in respect of each offered item of the bid issued by CIL or subsidiary HQ of CIL/Government/Semi Government Organization for confirming their provenness .
- The order copies shall not be less than 06(SIX) months old or more than 07(Seven) years old uniformly for all tenderer on the date of opening of tender.
- In case the tenderer submit order copy/copies of similar item of higher specification then the tenderer shall have to submit copy/copies of Rate Contract or Firm Order to the extent of minimum 25% of the total tendered quantity (covering all tendered items) of the bid.
- The tenderer shall have to submit an undertaking under affidavit that “ The items covered under supply order, enclosed with their offer, have been successfully executed”.

However, Tenderers who are Ancillary Unit of CCL falling under (iii) shall have to furnish relevant documentary proof for successfully executed & accepted CCL's Trial Order or Firm Order for their Ancillarised items for consideration of Eligibility Criteria.

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

(b). Copies of Purchase Orders submitted beyond and below the specified period will not be considered.

(c) Firms will have to submit Notarized & authenticated copies of all the relevant documents, as indicated above

10. INTEGRITY PACT: “Not Applicable”

11. DISTRIBUTION OF ORDERS SPECIFIC TO THE TENDER: NOT APPLICABLE

12. PERFORMANCE BANK GUARANTEE (PBG): NOT APPLICABLE

13. CERTIFICATE OF AUDITOR IN CASE OF DOMESTIC MANUFACTURER: (Applicable in case of Equipment only)

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 (uploaded & attached) along with techno-commercial bid.

14. CENVAT CREDIT:

CCL will avail CENVAT credit on purchases of **various admissible inputs and capital goods**. For this it is necessary that Excise cum Tax Invoice is submitted by the firms (except in case of direct import by CCL, where CENVAT credit will be claimed on CVD & SAD on the strength of ,Bill of Entry) wherein the amount of excise duty, education cess and secondary & higher education cess at applicable rates are shown separately in all the Excise cum Tax Invoice raised by the suppliers. The Excise cum Tax Invoice must contain all the following information as required under rule 11 of Central Excise Rule 2002:-

- a) Registration no. of the Supplier.
- b) Address of the concerned Central Excise Division.
- c) Name of the consignee.
- d) Description of goods supplied.
- e) Tariff heading and sub headings
- f) Time and date of removal.
- g) Mode of Transport.
- h) Vehicle Registration number.
- i) Rate of duty.
- j) Quantity and value of goods, and duty payable thereon.

Accordingly in case of imported items where materials are supplied by Indian Agent / dealers after importing the materials and the Bill of Entry is not in the name of CCL, the Indian agent / dealer passing the credit should be registered with Central Excise Department and will raise Excise Cum Tax Invoice as detailed above so that CCL is able to claim CENVAT credit on admissible inputs and capital goods.

In case of indigenously manufactured goods if the offer is submitted by an authorized marketing outlet which is not registered with Excise Department, they have to submit the Excise Invoice issued by the manufacturer containing the name of CCL as consignee.

In case of admissible inputs and capital goods the set-off value (equal to ED/CVD amount including cess/SAD etc) of CENVAT credit will be offset from the landed price for ascertaining the L-1 status of the firms.

Note: In case Central Sales Tax (CST) is applicable, please quote **CONCESSIONAL RATE OF CST AGAINST FORM 'C' / FULL RATE OF CST.**

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATION FOR PROCUREMENT OF CO2 ABSORBENT (SODA LIME) FOR RESCUE SERVICES OF CCL

1. Schedule of requirement & technical specification: -

A. Schedule of requirement: -

Item No	Description of stores	Quantity
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1.	SODA LIME (CO2 absorbent)	10000 kg. (5000packs, each of 2kg)
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B. Technical Specification: - The CO2 absorbent should satisfy following technical specification (As per IS : 5321 :1969 Amended till date)

Sl. No.	CHARACTERISTIC	REQUIREMENT
1.	MOISTURE CONTENT	16—19 %
2.	HARDNESS NO.	70 MINIMUM
3.	ACTIVITY PERIOD	55 MINUTES MINIMUM
SIZE GRADING:- (IS SIEVE SIZE) (As per IS : 5321 :1969 Amended till date)		
1.	+2.80 mm	1.0% MAX.
2.	-2.80 mm TO +2.00 mm	40% MAX.
3.	-1.40mm TO +600 micron	10% MAX
4.	-600micron	1.0% MAX

3. Documents required to be submitted by the bidder for conforming proven-ness: -

a.) The rate contract copies/order copies which are being submitted for provenness, should not be more than 07 (seven) years old uniformly for all the tenderers including Ancillary units of CCL, on the date of

Opening of tender, supported with receipted challan. The copy of receipted challan must not be less than six months old from the date of opening of the tender. Copies of the order submitted beyond or below this period will not be considered.

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

c.) Details regarding location of the works. The purchaser reserves the right to inspect the works of the bidder.

d.) Name and address of the original Manufacturer along with full details of the contacts persons, Telephone No, Fax No. , E. Mail address etc.

4. GUARANTEE/WARRANTY CLAUSE: - 1. Material on order should be certified of Standard quality and as per technical specification given above in 1. B. In case of any rejection, the same shall be replaced by the supplier free of cost. The manufacture of the material should be within one month of the date of receipt at CCL CENTRAL STORES, BARKAKANA and shelf life should be 02 (TWO) years from the date of manufacturing. Consignment must accompany such Guarantee/Warranty certificate.

Special Warranty Clause:- If the order is decided to be placed on the bidder, the bidder should confirm against the clause that in the event of any breakdown or failure of performance due to defects in materials, design, workmanship etc. the

bidder will make replacement or rectification work at the site (Consignee's End/Use's End) at no extra cost within 21 days of the settlement warranty claims to be made by CCL.

"At no cost to the purchaser" means, the supplier will have to bear all the expenses up to the destination site i.e. Ex-works prices, Excise Duty, Sales Tax, Insurance, Inland Transportation charges etc. as applicable to ensure free delivery of warranty replacement at CENTRAL STORES, BARKAKANA, CCL or at unit stores, MRS, Ramgarh as the case may be.

5. DELIVERY PERIOD: Delivery shall be made on F.O.R. destination basis, within sixty days of date of issue of supply order.

6. INSPECTION:- CONSIGNMENT must be accompanied with ORIGINAL test certificate of the material from ISMU, Dhanbad/CMRI, Dhanbad/any other GOVT. AGENCY/approved laboratory carrying out such test, for each batch. Inspection will be carried out at consignee's end by the INSPECTION TEAM as formed and authorized by the competent authority for carrying out such inspection. The inspection team may draw random samples for sending it to the any approved laboratory as mentioned above if it desires so to ensure quality standard. The cost of such laboratory test by the inspection team will be born by the supplier. The report submitted by such inspection team will be final and shall be binding upon the supplier. The part of the lot or whole the lot if rejected by the inspection team, the same has to be replaced by the supplier free of cost at consignee's end.

7. PACKING REQUIREMENTS: -

A) Packing: - The Soda Lime shall be supplied in sound, clean, dry, air tight and be securely packed to withstand any transit hazard to prevent any loss or pilferage and damages during transit. The materials packed in polythene bag shall be supplied in plastic jars of 2 Kg each and then should be finally packed in strong cartoon box. The cartoon box shall contain equal number of jars. The cartoons should contain a label of following information such as

i) Cartoon Box No ii) Name of material & No of jars in the cartoons

iii) Batch No iv) Date of Manufacturing

v) Date of expiry VI) Test certificate No vii) Authorized Signature

B) Each Soda Lime jar shall be suitably labeled to indicate the following details:-

(i) Name of the product (ii) Net weight (iii) Year and month of manufacture (iv) Expiry date (v) Test certificate No (vi) Manufacturer's name, recognized trade mark, batch number and authorized signature. Same slip should be kept inside the sealed packing of the absorbent.

8. FIELD TRIAL: - Soda Lime (CO2 absorbent) should be of two hours use in 'SCBA' (Drager – BG-174 & BG-4 and it has to pass field trial at Mines Rescue Station, Ramgarh for two hrs use. Soda Lime should be such that it will not require any shaking during use

ANNEXURE-"A"

TEMPLATE FOR COMMERCIAL TERMS AND CONDITIONS

(FOR ONLINE SUBMISSION)

ANNEXURE-"B"

TEMPLATE FOR TECHNICAL TERMS & CONDITIONS

(FOR ONLINE SUBMISSION)

ANNEXURE-"C"

TEMPLATE FOR PRICE BID

(FOR ONLINE SUBMISSION)

GENERAL TERMS AND CONDITIONS OF SUPPLY OF STORES**Definition**

1. In the interpretation of the contract and the general and special conditions governing it, unless the context otherwise requires :
 - (i) “Contract” means the invitation to tender, instructions to tenderers, acceptance of tender, particulars and the general and special conditions specified in the acceptance of tender and includes a repeat order which has been accepted and acted upon by the contractor.
 - (ii) The term “Supplier” shall mean the person, firm or company with whom the contract is placed and shall be deemed to include the supplier in successors (approved by the purchaser), representatives, heirs, executors, administrators and permitted assignees as the case may be.
 - (iii) “Contract Price” shall mean the sum accepted or the sum calculated in accordance with the price and/or terms accepted by or on behalf of the purchaser.
 - (iv) The Chairman, means the Chairman of Coal India Limited. The Chairman-cum-Managing Director means Chairman-cum-Managing Director of any of the Subsidiary Companies of Coal India Limited, presently Central Coalfields Limited, Eastern Coalfields Limited, Western Coalfields Limited, Bharat Coking Coal Limited and Central Mine Planning & Design Institute Limited, South Eastern Coalfields Limited, Northern Coalfields Limited, Mahanadi Coalfields Limited and North Eastern Coalfields.
 - (v) The terms “Drawing” shall mean the drawing the plans specified in or annexed the schedule or specifications.
 - (vi) The terms “Purchase Executive” shall mean the purchaser or purchaser named in the schedule to Tender, his or their successors or assignees.
 - (vii) The term the “Inspector” shall mean any person nominated by or on behalf of the purchaser to inspect supplies, Stores or work under the contract or his duly authorized agent.
 - (viii) The term “Progress Officer” shall mean any person nominated by or on behalf of the purchaser to visit supplier’s works to ascertain the position of deliveries of stores purchased.
 - (ix) The term “Materials” shall mean anything used in the manufacture or fabrication of the stores.
 - (x) The term “Particulars” shall mean the following :
 - (a) Specifications;
 - (b) Drawing;
 - (c) Sealed pattern denoting a pattern sealed and signed by the Inspector.
 - (d) Certified or sealed sample denoting a copy of the sealed pattern or sample sealed by the purchaser for guidance of the Inspector.
 - (e) Trade pattern denoting a standard of the ISI or other standardizing authority or Coal India Ltd. and/or any of its subsidiary companies or a general standard of the industry and obtainable in the open market.
 - (f) Proprietary make denoting the product of an individual manufacturers.
 - (g) Any other details governing the construction, manufacturer and/or supply as existing in the contract.
 - (xi) “Stores” means the goods specified in the supply order or schedule which the contractor has agreed to supply under contract.
 - (xii) The term “Test” shall mean such test or tests as are prescribed by the specification or considered necessary by the Inspector or any agency acting under direction of the Inspector.
 - (xiii) The term “Site” shall mean the place or places named in the “supply order” or such other place or places at which any work has to be carried out as may be approved by the purchaser.
 - (xiv) Works denoting the persons shall include any company or association or body of individuals whether incorporated or not.
 - (xv) “Writing” shall include any manuscript, typewritten or printed statement under or over signature or seal as the case may be.
 - (xvi) “Unit” and “Quality” means the unit and quantity specified in the schedule.
 - (xvii) “Supply Order” or “Purchase Order” means an order for supply of stores and includes an order for performance.
2. The delivery of stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract after approval of stores by the Inspector, to :
 - (i) The consignee at his premises, or
 - (ii) where-so provided the interim consignee at his premises, or
 - (iii) a carrier or other persons named in the contract an interim consignee for the purpose of transmission to the consignee.
 - (iv) The consignee at the destination station in case of contracts stipulated for delivery stores at destination station.
3. Words in the singular include the plural and vice-versa.
4. Words denoting the masculine gender shall be taken to include the feminine gender and work persons, shall include any company or association or body of individuals whether incorporated or not.
5. Terms and expressions not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 or the Indian Contract, 1872 or the General Clauses Act, 1897 and as amended in respect of all the Acts, as the case may be.
6. (a) Parties
The parties to the contract are the supplier and the purchaser named in the schedule or any other specifically mentioned in the contract.
(b) Address to which communication are to be sent
For all purposes of the contract, including arbitration 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 indicated whether their prices quoted include any commission for the manufacturer's agents in India and the amount of remuneration for the agent included in the quoted price. Price shall include,
- a) the service that will be rendered by them as manufacturer's agent;
- b) the name and address of agents, if any, in India; and
- c) the agency commission or remuneration or freight in case FOR prices are accepted will be paid in Rupees in India.

15. On acceptance of the tender, a formal acceptance of tender or supply order will invariably be issued. Advance intimation in writing of acceptance of the tender will be given whenever considered necessary by the said authority. In case an advance intimation has been given, the formal acceptance of tender or supply order shall follow in due course, but immediate action towards execution of supply order shall be taken on receipt of the advance intimation.
16. **EARNEST MONEY/SECURITY MONEY :**
- a) 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 himself, that the stores are being and/or have been manufactured in accordance with particulars. The Inspector shall have full and free access at any time during the execution of the contract to the suppliers work for the purpose aforesaid, and he may require the supplier to make arrangements for inspection of the stores or any part thereof or any material at his premises or at any other places specified by the Inspector and if the supplier has been permitted to employ the services of the sub-supplier, he shall in his contract with the sub-supplier reserve to the Inspector a similar right.
- (b) **Cost of Test**
- The supplier shall provide without any extra charge, all materials, tools, labour and assistance of every kind which the inspector may demand from him for any test, and examination, other than special or independent test, which he shall require to be made on the supplier's premises and the supplier shall bear and pay all costs attendant thereon. If the supplier fails to comply with the conditions aforesaid, the Inspector shall in consultation with the purchaser, be entitled to remove for test and examinations all or any of the stores manufactured by the supplier to any premises other than his(suppliers) and in all such cases the supplier bear the cost of transport and/or carrying out such tests elsewhere. A certificate in writing of the Inspector, that the supplier has failed to provide the facilities and the means, for test and examination shall be final.
- (c) **Delivery of Stores for Test**
- The supplier shall also provide and deliver the test free of charge, at such place other than his premises as the Inspector may specify, such materials or stores as he may require.
- (d) **Liability for Costs of Laboratory Test**
- In the event of rejection of stores or any part thereof by the Inspector in consequence of the sample thereof, which removed to the laboratory or other place of test, being found on test to be not in conformity with the contract or in the event of the failure of the supplier for any reason to deliver the stores passed on test within the stipulated period, the supplier shall, on demand pay to the purchaser all costs incurred in the inspection and/or test cost of the test shall be assessed at the rate charged by the laboratory to provide persons for similar work.
- (e) **Method of Testing**
- The Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may think fit and proper. The supplier shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspector.
- (f) **Stores Expended in Test**
- Unless otherwise provided for in the contract, all stores/materials expended in test will be to supplier's account.
- (g) **Inspector Final Authority and to Certify Performance**
- (i) The Inspector shall have the power :
- Before any stores or part thereof are submitted for inspection to certify that they can not be in accordance with the contract owing to the adoption of any unsatisfactory method or manufacturer;
- (ii) To reject any stores submitted as not being in accordance with the particulars.
- (iii) To reject the whole of the installment tendered for inspection, if after inspections of such portion thereof as he may in his discretion think fit, he 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 any allow such additional time by extending the delivery period, as it considers to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by the Coal India Limited and its subsidiary companies, the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended.

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

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

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

25. Carrying Vessels for Imported Items

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

26. Freight

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

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

27. Passing of Property

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

28. Laws Governing the Contract

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

b) Irrespective of the place of delivery, the place of performance 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 forbore 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".

INTEGRITY PACT

Between

Central coalfields Limited (CCL) hereinafter referred to as "The Principal"

And

_____ hereinafter referred to as "The Bidder/Contractor."

Preamble

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

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

Section 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles :-

1. No employees of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

3. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder/Contractor.

(1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

1. The Bidder/Contractor will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

3. The Bidder/Contractor will not commit any offence under the relevant Anti-Corruption Laws of India ; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship regarding plans, technical proposals and business details including information contained or transmitted electronically.

4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intent to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

(1) If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

(2) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(3) If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

(4) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 - Compensation for Damages.

(1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3% of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the contractor Liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

(3) The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country confirming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders/Contractors/Subcontractors.

(1) The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 - Criminal charges against violating Bidders/Contractors / Subcontractors.

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

Section 8 - External Independent Monitor/Monitors (three in number depending on the size of the contract) (to be decided by the Chairperson of the Principal)

- (1) The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
- (3) The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms as being extended to /provided to Outside Expert Committee members/Chairman as prevailing with Principal.
- (8) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (9) The word "Monitor" would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairperson of the Principal.

Section 10 - Other Provisions.

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

For the Principal

For the Bidder/Contractor

Place

Witness 1 :

Date

Witness 2 :

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)

Date

Name
Official stamp

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