

	 <p><b>Central Coalfields Limited</b> (A 'Miniratna' Category I Company) (Subsidiary of Coal India Limited) Darbhanga House Ranchi (JHARKHAND) 834 001</p>	 <p>MATERIALS MANAGEMENT DEPARTMENT Tel. 0651 2360716 Fax.0651 2360198 PBX – 2365350 e-mail : gmmm.ccl@coalindia.in</p>
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**SUPPLY ORDER**

No: 058-05-1-02-19-076

**BY REGD. POST**

Dated: 16.10.2019

To  
M/s Cummins India Limited,  
Parts Depot, Plot No. 43,  
Near Imam Kothi, Old HB Road,  
PO - Kokar, Ranchi - 834009.  
PAN NO: AAACC7258B  
e-mail id: abhijeet.k.tapkir@cummins.com

Contact Persons  
Sri Abhijeet Tapkir,  
Executive Sales Manager,  
Cummins India Ltd (DBU).  
Mob-9922956334  
Landline-020-30278000  
Fax-020-67067013

Item Category	Firm category	Tender Category	Vendor Code
HEMM Engine.(P&M)	Pvt	Open Global Tender(OGT)	1/22/M/L/004

**Sub:** Supply of 01 no QST 30C Engine suitable for BEML make 100T Dumper to CCL.

- Ref:**
- This office Online Advertised (Global) Tender through portal <https://coalindiatenders.gov.in> vide ref no. CCL/MMD/GM(MM)/Cummins QST 30C Engine/058/2019-20, Tender Sl.No.024, opened on 25.07.2019 [Tender ID: 2019\_CCL\_142418\_1].
  - Your offer submitted Online vide Bidder's ID: 424836, read with subsequent clarifications / letters last being 10.09.2019.

**Dear Sir,**

Your online offer for supply is accepted at the following price/BOQ, terms and conditions to the extent noted here under:-

**1. SCOPE OF SUPPLY:**

Sl No.	Description/Scope of supply	Material Code	UOM	Qty	Unit Basic Price(Rs)	Extended Value(Rs)
1	Engine Model: Cummins QST30C suitable for BEML make 100T Dumper Model - BH100. HSN CODE: 84089090	12060000000	No	1	11721733.00	11721733.00
	P&F CHARGES: NIL		No	1	0.00	0.00
	FREIGHT CHARGES @ Rs.25000		No	1	25000.00	25000.00
	INSURANCE CHARGES @ Rs.6000.00		No	1	6000.00	6000.00
	GST @28%	CGST @14%	No	1	1645382.62	1645382.62
		SGST @14%	No	1	1645382.62	1645382.62
			<b>TOTAL</b>		<b>15043498.24</b>	<b>15043498.24</b>

**NB: The detailed technical specifications / parameters and make & model will be as per NIT & the offer of the firm.**

**2. TOTAL PURCHASE VALUE OF THE CONTRACT:** Rs. 1,50,43,498.24 (Rupees One Crore Fifty Lakhs Forty Three Thousand Four Hundred Ninety Eight Only). The above prices on FOR Destination basis and firm till complete execution of the order.

**3. PACKING, FORWARDING, FREIGHT & INSURANCE CHARGES:** Packing & Forwarding charges are nil Freight and Insurance charges are to be paid extra at actuals against documentary evidence, maximum upto unit rate of Rs.75,000.00 and Rs.2,000.00 respectively, as indicated above.

It is incumbent on the supplier to transport the contracted materials/supplies through registered common carriers only and documentation should be done as per provision of the carriage by Road Act, 2007. Any transportation of goods through unregistered common carries is illegal." It will be firm's responsibility for safe arrival of materials at site at their own risk and cost.

**4. GST (CGST & SGST):** To be paid extra at actuals as per GSTN. However present rate is CGST@14% & SGST@14%. The GSTIN of the firm is 20AAACC7258B1ZA. Input Tax Credit will be availed by CCL as admissible.

**E-way Bill:** The e-way bill, if required in connection with supply of goods or services shall be arranged by the consignee.

*NB: In case of any increase in Taxes and Duties after the last date of submission of bid and up to the stipulated delivery period, the same shall be reimbursed by the Company on production of documentary evidence in support of payment actually made to the concerned authorities. In case of any increase in Taxes and Duties after expiry of the stipulated delivery period, such increase will be borne by the Supplier. In case of any decrease in Taxes and Duties after the last date of submission of bid and up to the delivery period (stipulated / extended), the same shall be recovered from the Supplier.*

**5. DELIVERY:** The supply is to be completed within 6 (six) months from the date of issue of order. However, early supply shall be accepted.

*N.B: Materials should not be supplied after expiry of scheduled Delivery Period. However, after expiry of delivery period supplier may request the order placing authority for extension of delivery period and materials to be supplied only after getting extension of delivery period.*

**6. LIQUIDATED DAMAGES:** Please refer to clause 20 of General terms and conditions.

**7. GUARANTEE/WARRANTY & FITMENT GUARANTEE:**

**(I) Guarantee / Warranty parameters:**

You shall be responsible for any defects that develop from faulty materials, design or workmanship and shall give a guarantee/warranty of satisfactory performance of the unit for a period of 24 months / 6000 working hours from the date of fitment or 30 months from the date of receipt & acceptance of the material at consignee store, whichever is earlier.

**(II) Warranty Replacement:**

You have to submit an undertaking along with each lot of supply , that you shall replace the defective material /pre-maturely failed material free of cost within one month for indigenous goods and within three months for imported goods upon receipt of intimation from the consignee subject to acceptance during normal joint inspection held between authorized representative of firm and the concern Project/Area representative on consignee store basis and free of cost to CCL on F.O.R. destination basis and will bear all costs connected to replacement up to ultimate consignee.

**(III) Fitment Guarantee:**

You have to furnish Fitment Guarantee Certificate along with each lot of supply that the supplied unit will fit & function on the equipment without any modification (addition/deletion).

**8. IDENTIFICATION MARK:** Identification marks i.e. Maker's name, description etc. should be embossed/ engraved/ punched for identification of supplied unit at a visible place which is not subject to wear and tear for convenience of identification at any point of time.

**9. TEST CERTIFICATE:** You have to furnish test certificate along with the supplied unit/Engine.

**10. INSPECTION CLAUSE: Final Inspection** will be carried out by the GM(Excv)/HOD/ GM(CRS) or his authorized representative on receipt of materials at consignee's end. Notice for inspection shall be given by the consignee immediately on receipt of the material.

**11. AFTER SALES & SERVICE:** The manufacturer/supplier should provide service support during fitment of the unit and service support for the unit supplied by them as & when required, free of cost during warranty period.

**12. SECURITY DEPOSIT:** You have qualified for the exemption of EMD and having submitted (uploaded & attached) the required documents of being manufacturer of the tendered item, you are also exempted from furnishing the Security Deposit.

**13. PERFORMANCE BANK GUARANTEE (PBG):** Not applicable.

**14. 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.

"Payments will be made through e-payments system only". You are already registered with CCL for e-payment.

**15. CONSIGNEE & PAYING AUTHORITY:**

CONSIGNEE	PAYING AUTHORITY
The Depot Officer, Central Stores, Barkakana, CCL, District Ramgarh, Jharkhand.	The Area Finance Manager (CS/CWS), Barkakana, CCL, Distt. Ramgarh(Jharkhand)

**16. SUBMISSION OF BILLS:** For claiming payment, bills / GST-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 with the Bill / GST-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.
- e) Relevant documents as per provisions of GST rule, wherever applicable.

Input Tax Credit on admissible inputs and capital goods will be availed by CCL, for which Pre-receipted and stamped GST compliant Invoice showing the amount of GST (CGST & SGST/UTGST)/IGST at applicable rates separately is required to be submitted. The GST compliant Invoice must contain all the following information as required under GST rule & subsequent amendments if any:

For e.g.

- A. GSTN no. of the Supplier.
- B. Address of the concerned GSTN.
- C. Name of the consignee.
- D. Description of goods supplied.
- E. HSN codes.
- F. Time and date of removal.
- G. Mode of Transport.
- H. Vehicle Registration number.
- I. Rate of GST.
- J. Quantity and value of goods, and GST payable thereon.

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 / GST compliant 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) As per provision of section 171 of GST Act 2017, an undertaking that "Any extra benefit of input tax credit to the supplier in future shall be passed on to the recipient.
  - (ix) Any other document specified in the supply order.

In order to enable the purchaser to avail ITC as per applicable Indian laws, the supplier shall furnish all the necessary documents to the consignee / paying authority as required, failing which the equivalent deduction will be made from the supplier's bills. In case of successful bidder(s), if at the time of supply, it is found that GST Invoice (Credit available to CCL on this account) is less than the "ITC Amount" declared in the Price Bid, the differential amount between the two shall be deducted from the Supplier's bills while making payment to them. If the evaluation of the supplier has been made considering the concessional rate of customs duty applicable for import from certain countries under trade agreements / treaties with Govt. of India, all the required documentation for availing concessional customs duty and subsequent customs clearance etc. will be provided by the supplier failing which the equivalent deduction will be made from their bills.

While Supply and raising invoice, you shall comply with all provisions of the Goods & Services Tax act 2017.

**a.** The tax invoice raised by the supplier against the services rendered on or after the appointed day must be in compliance of relevant GST Acts, rules & notifications made there-under and should bear the GSTIN 20AAACC7476RHZT of CCL in case of supply to Areas/units of CCL within the state of Jharkhand.

**b.** The CGST & SGST, or IGST and GST(Compensation to state tax) , as applicable, shall be paid extra against submission of proper Tax invoice, as referred above, by the supplier so that CCL could be able to avail Input tax credit of such CGST & GST or IGST and GST(compensation to state cess) reflected in the invoice.

**c.** If CCL fails to claim Input Tax Credit(ITC) on eligible Inputs and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier of goods and services in incorporating the tax invoice issued to CCL in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State ) Cess shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes & cess paid based on such Tax invoice including Interest and penalties, if any, as per GST Act, shall be recovered from the current bills or any other dues of the supplier.

- d.** The amount of CGST & SGST or IGST and GST Cess, as indicated in the Tax Invoice shall be paid only when they appear in GSTR 2A of CCL and the supplier has filed the valid return in accordance with the provisions of the GST Act and the rules made there-under.
- e.** Where any differential amount is payable to the service provider on account of revision in price or escalation etc or any other reason in relation to service provided before the appointed date, the Tax Invoice or debit note thereof shall be issued by the service provider in compliance of provisions/rules under GST.
- f.** Similarly, where any differential amount is recoverable from the service provider on account of downward revision in price or due to any other reason in relation to service provided before the appointed date, the credit note thereof shall be issued by the service provider in compliance of provisions/rules under GST.
- g.** In the event of any additional tax liability accruing on the supplier of services due to classification issue or for any other reason, the liability of CCL shall be restricted to the amount of GST charged on the original tax invoice issued by the supplier.
- h.** Subsequent amendment(s) by Government(s) in CGST/SGST/IGST/UTGST and GST compensation to states Acts and rules shall become applicable.
- i.** E-way Bill: The a-way bill required in connection with supply of goods or services, if any, shall be arranged by the supplier/vendor. However, the E-way bill will be arranged by CIL/Subsidiary if the supplier/vendor is unregistered one or if provisions of the relevant Act and the rules made there under specifically states that the E-way bill is required to be issued by recipient of goods.
- j.** In the event of recovery of any claim towards LD Charges, Penalty, fee, fine or any other charges from the supplier/vendor, the same will be recovered along with the applicable GST and the amount shall be adjusted with the payment to be made to the supplier/vendor against their bill/invoice or any other dues .Further Earnest Money/Performance Security forfeited will be inclusive of GST.
- k.** TDS: The TDS, if applicable, shall be made at applicable rate from the payment made or credited to the supplier against tax invoice issued in relation to supply of services on or after the appointed day.
- l.** In reference to relevant tax clause of bid document regarding payment/recovery on account of any new/increase/decrease in tax, the provisions under GST [CGST/SGST/IGST/UTGST/GST Compensation Cess Act and Rules and subsequent revisions by Government] shall become applicable in the contract.
- m.** The bidder shall submit an undertaking that any extra benefit of ITC in future shall also be passed on to CCL.
- n.** In case of successful bidder(s), if at the time of supply, it is found that Input Tax Credit Invoice (Credit available to CCL on this account) is less than the "Input Tax Credit Amount" declared in the Price Bid, the differential amount between the two shall be recovered from the Supplier. It will be the responsibility of the supplier to provide all documents to CCL required to claim Input Tax Credit as per the GST Rules.
- o.** In case of failure of the supplier to comply GST provisions for availing ITC (by CCL), the supplier has to pay the amount of ITC to CCL or CCL will have the right to recover the same from any of the payments due to the supplier.
- Any other requirement / provision as per GST Act will be applicable. Penal provisions as per GST Act for any non-compliance on supplier's account will be supplier's liability.

**17. PRE CONTRACT INTEGRITY PACT:** Not applicable.

**18. RISK PURCHASE:** In the event of failure of the supplier to deliver or dispatch the stores within the stipulated date/period of the supply order, or in the event of breach of any of the terms and conditions mentioned in the supply order, the Company have the right to purchase the stores from elsewhere after due notice to the defaulting supplier at the risk and cost of the defaulting supplier. It is mentioned clearly in this tender enquiry that in the event of failure of the supplier as detailed above, the cost as per risk purchase exercise may be recovered from the bills against any other supplies pending in CCL and also in any other Subsidiary Companies/Coal India Limited.

**19. PRICE FALL CLAUSE:** The BIDDER undertakes that it has not supplied/ is not supplying similar product/ systems or sub-systems at a price lower than that offered in the present bid in respect of any other Ministry/ Department of the Government of India or PSU and if it is found at any stage that similar product/ systems or sub systems was supplied by the BIDDER to any other Ministry/ Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

**20. PRICE CERTIFICATE:** You shall have to submit a price certificate in all your invoices in the following format:-

"It is certified that the price charged in this invoice does not exceed the lowest price at which we sell or offer to sell the stores of identical description to any other organization during the period of contract".

**21. FORCE MAJEURE:** Please refer to clause 21 of General terms and conditions.

**22. JURISDICTION:** Matters relating to any dispute or difference arising out of this tender and subsequent contract awarded based on this tender shall be subject to the jurisdiction of District Court, where the supply of store is to be executed.

2 copies of the supply Order are enclosed, one of which should be returned to us duly stamped and signed as token of acceptance of this order within fifteen (15) days of issue of this supply order.

**Yours faithfully,**  
For & on behalf of Central Coalfields Limited

( S.K.Sahay)  
Chief Manager (P)

( S.P.Narayan)  
General Manager (MM)

**LIST OF ENCLOSURES**

ANNEXURE	DESCRIPTION
Annexure - A	General Terms & Conditions of supply of stores
Annexure - B	Letter of Bid
Annexure - T	Technical Parameter Sheet

**COPY TO:**

- GM(MM)/ GM(S&IC) / GM(Excv.) / CM(Fin-P&P), CCL, Ranchi
- GM, CRS, Barkakana / AFM, CS/CRS, Barkakana.
- Depot Officer, Central Stores, Barkakana.
- GM(S&IC), CCL, Ranchi: in ref. to Indent Regn. No.058 dated 19-11-18.
- Sr. ES to CMD / TS to D(T/O) / D(F) / D(T/P&P), CCL Ranchi.
- GM(MM), BCCL /ECL./ MCL/ NCL/ SECL/ WCL
- MIS Cell/Master File./Connected file

This order issues with the concurrence of Sr.Mgr(Fin-P&P) and approval of D(T)(P&P),CCL. Capital Budget Certified by Sr.Mgr(F)P&P vide : Budget Certified (NEW) vide No. BGT/CB/ADHOC/19-20/128125/16/(81) Date: 10.10.2019 Head: HEMM Ref. No. (NEW) Amount: Rs. 1,50,43,498.24 (Rupees One Crore fifty lakh fourty three thousand four hundred ninety eight and twenty four paisa only)

Chief Manager (P)

General Manager (MM)

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.**

- (i) 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,
  - (a) shall hold such material as trustee of Coal India Limited and/or its subsidiary companies,
  - (b) shall use such material economically and solely for the purpose of the contract.
  - (c) shall not dispose of the same without the previous permission in writing of the purchaser; and
  - (d) 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.
- (ii) 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.
- (iii) 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.
- (iv) 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,

- (i) the service that will be rendered by them as manufacturer's agent;
- (ii) b) the name and address of agents, if any, in India; and
- (iii) 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 of 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 :**

(i) 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.

(ii) 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.

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

(iv) 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.



- (i) **Facilities for Test and Examination**  
The supplier shall, at his own expenses, afford to the Inspector all reasonable facilities and such accommodation as may be necessary for satisfying itself, that the stores are being and/or have been manufactured in accordance with particulars. The Inspector shall have full and free access at any time during the execution of the contract to the suppliers work for the purpose aforesaid, and he may require the supplier to make arrangements for inspection of the stores or any part thereof or any material at his premises or at any other places specified by the Inspector and if the supplier has been permitted to employ the services of the sub-supplier, he shall in his contract with the sub-supplier reserve to the Inspector a similar right.
- (ii) **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.
- (iii) **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.
- (iv) **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.
- (v) **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.
- (vi) **Stores Expended in Test**  
Unless otherwise provided for in the contract, all stores/materials expended in test will be to supplier's account.
- (vii) **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) (ii) To reject any stores submitted as not being in accordance with the particulars.
  - (iii) (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) (iv) To mark the rejected stores with a rejection mark so that they may be easily identified if re-submitted.
- (viii) **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 :
- (a) 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
  - (b) 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
  - (c) 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.
- (ix) **Inspectors' Decision as to Rejection Final**  
The Inspector's decision as regards the rejection shall be final and binding on the supplier.
- (x) 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.
- (xi) **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.
- (xii) **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.

**(xiii) Removal of Rejection**

- (a) 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.
- (b) 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.

**(xiv) 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**

- (i) 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.
- (ii) 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.
- (iii) 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.
- (iv) 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.
- (v) 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 :**

- (i) 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.
- (ii) 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 –
- (iii) 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 –
- (iv) 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.
- (v) To forfeit the security deposit full or in part.
- (vi) Whenever under this contract a sum of money is recoverable from any payable by the supplier, Coal India Limited and its subsidiary companies shall be entitled to recover such sum by appropriating, in part or in whole by deducting any sum or any other contract should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay Coal India Limited and its subsidiary companies on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

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

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

23. Coal India Ltd. and/or its subsidiary companies do not bind itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity offered and the tenderer shall supply the same at the rate quoted.
24. The supplier shall at all times indemnify Coal India Limited and its subsidiary companies against all claims which may be made in respect of the supplies for infringement of any right protected by patent, Registration of Design or Trade Mark, provided that in the event of any claim in respect of alleged breach of Letter Patent, Registered Design or Trade Mark being made against Coal India Ltd. and/or its subsidiary companies, the said authority shall notify the supplier of the same and the supplier shall be at liberty at his own expense to settle any dispute or to conduct any litigation that may rise there from.
- 25. Carrying Vessels for Imported Items**  
In case of machinery imported from abroad, it is preferable that shipment should be effected in Indian Vessels, wherever possible. Supplies will however not be delayed on this account.
- 26. Freight**  
The stores shall be dispatched at public tariff rates in the case of FOR station of dispatch contract and the stores shall be booked at full wagon rates whenever available and by the most economical route or by the most economical tariff available at the time of dispatch as the case may be. Failure to do so will render the supplier liable for any avoidable expenditure caused to the purchaser. Where alternative routes exist, Coal India Limited/and or its subsidiary companies shall, if called upon also to do indicate the most economical route available or name the authority whose advice in the matter should be taken and acted upon. If any advice of any such authority is sought, his decision or advice in the matter shall be final and binding on the supplier.
- 27. Passing of Property**  
Property in the stores shall not pass to the purchaser unless and until the stores have been delivered to the consignee or interim consignee as the case may be in terms of the contract.
- 28. Laws Governing the Contract**
- (i) This contract shall be governed by the Laws of India for the time being in force.
  - (ii) Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender or supply order has been issued.
  - (iii) Jurisdiction of Courts
  - (iv) 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.
  - (v) Marking of Stores
  - (vi) 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**
- (i) The supplier shall not offer or give or agree to give to any person in the employment of the purchaser or working under the orders of Coal India Ltd. and/or its subsidiary companies any gift or consideration of any kind as an inducement or reward for going or forbearing to do or for having done or forborne to do any act relating to the obtaining or execution of the contract or any other contract with the purchaser or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the purchaser. Any breach of the aforesaid condition by the supplier or any one employed by him or acting on his behalf (whether with or without the knowledge of the supplier) or the Commission of any offence by the supplier or by any one employed by him or acting on behalf under Chapter IX of the India Penal Code, 1860 or the Prevention of Corruption Act, 1947 and any amendments thereto or any other Act enacted for the prevention of corruption by Public Servants shall entitle Coal India Limited and or its subsidiary companies to cancel the contract and all or any other contract with the supplier and to recover from the supplier the amount of any loss arising from such cancellation in accordance with the provisions of Clause 20.
  - (ii) Any dispute or difference in respect of either the interpretation effect or application of the above condition or of the amount recoverable, the re-undertaken 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**
- (i) 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.
  - (ii) 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.
  - (iii) 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**
- (i) 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.

- (ii) 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.
- (iii) 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.
- (iv) 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 .
- (v) 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**

- (i) 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.
- (ii) 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".

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