

Eastern Coalfields Ltd.

(A subsidiary of Coal India Ltd.)

Office of the Chief General Manager(MM),
Sanctoria, P.O. Dishergarh – 713333,
Dist. Burdwan (West Bengal) , India
Gram : Eastcoal , Dishergarh,
Telephone No. 0341 2523606
Fax No. : 0341 2522061 / 2520459

TENDER DOCUMENT

Tender No. : ECL/CGM(MM)/PUR/01/Paper License – MS Office2007/09-10/70

Tender Fee : Rs.2250/-
including taxes

Due on.....25-11-2009.....

Issued to

M/s _____

Tender document is issued under Serial No. against Cash Receipt No..... dated
Original Cash Receipt must be submitted along with the offer (In Cover-I).

Please submit your lowest quotation in Two Cover system in sealed cover as per terms and conditions contained in this tender documents. Quotations are to be submitted in duplicate to the office of the Chief General Manager(MM), Eastern Coalfields Ltd., Sanctoria, P.O. Dishergarh, Distt.. Burdwan, West Bengal (INDIA), Pin – 713333 on or before the last date and time of submission of tender as mentioned below :-

Last Date and Time of receipt of tender upto 1:00 pm on ____25-11-2009____

Date and Time of opening of tender (Cover-I) at 3:00 pm on __25-11-2009____

- Enclosures :
- 1) Important Terms and Conditions of Supply
 - 2) Commercial Terms (see also special notes of enclosure 4 for other commercial terms) applicable to the tenderers.
 - 3) Mode of Submission of Tender.
 - 4) Schedule of Specifications, Requirement and Special Notes
 - 5) Checklist of Commercial Terms and Conditions
 - 6) Criteria for Provenness for ECL
 - 7) General Terms & Conditions of Supply of Stores

Important Terms and Conditions of Supply

Sealed tender in duplicate are invited from proven authorized Distributors/Dealer/Re-Sellers/Partners of Microsoft Corporation for supply of stores as per the specifications and requirement enclosed and terms and conditions enclosed. The tenderer must submit offer in Two Cover system strictly as per “Mode of Submission of Tender” enclosed. Offers submitted otherwise will be summarily rejected.

Only proven suppliers as above or Microsoft Corporation for the tendered items are allowed to bid against this tender. Offers of unproven suppliers shall not be considered. A firm shall be considered as proven firm as per the “Criteria for Provenness for ECL” of this tender.

Tender will be governed by the following conditions :-

- 1) Offer should conform to the specification as per schedule.
- 2) Quotation duly signed with seal on all pages of the tender/offer including all enclosures should be submitted with the tenders except printed leaflets/catalogues. This is a must. Offers received without signature and seal on all the pages of the Price Bid (Part-II) shall be rejected.
- 3) The complete offer should be typed in the letter head of the tenderers. (Hand-written quotations will be summarily rejected). If firm's letter heads are not sufficient to accommodate technical and pricing details, and bigger papers are used, then such sheets along with other pages of the offer should be signed and stamped by Company's authorized signatory. Quotation erased and overwritten without proper authentication (tenderer's signature) will be summarily rejected. Similarly, tenders sent through telegram/telex/fax/e-mail will not be considered.
- 4) Tender form must be returned along with the quotation duly signed and stamped as a token of acceptance of all the terms and conditions of this tender. Tender forms purchased by one firm are not transferable to another firm.
- 5) Your printed terms and conditions of sale shall not be considered for our acceptance. Tenderers are requested to submit their offer complete in all respects maintaining Serial No. of items, terms and conditions as per tender documents along with all supporting documents failing which offer may not be considered and no further clarification on technical and commercial aspects may be entertained.
- 6) Tenderers must submit documentary evidence to prove themselves as manufacturer / authorized selling agent (if applicable in this tender) of the tendered items. Documents to be furnished should be duly attested with seal.
- 7) In case due date of opening is holiday or Sunday or there is local strike/bandh, tender will be opened on the next full working day.
A tender which has not been received on the due date and before the due time of opening of the tender will not be considered. Any relaxation in this respect will not be entertained.
- 8) Only representatives authorised in writing by the respective tenderers shall be permitted to be present during the tender opening along with the condition of only one person per participating/attending tenderers. Representatives of a firm who has NOT participated in the tender shall not be permitted to be present at the time of opening of a tender.
- 9) Rate must be quoted in unit mentioned in the schedule.

- 10) Tenderers must indicate if they are registered with DGS&D/NSIC/ECL. In case the tenderers submit self-attested copies of registration certificate of DGS&D/NSIC/ECL, Licence from BIS and approval certificate issued by DGS&D/other Independent Statutory bodies of Govt. of India, along with the tender, such documents should be duly attested by Notary Public. Further the documents submitted by the bidders on support of provennes criteria (Encl. – 6) should also be certified by Notary Public.
- 11) Manufacturer's trade marking etc. must be indicated in the offer and the stamp should be impressed on each store. In case it is not possible to do the same due to size and nature of item, then a suitable alternative identification mark should be provided. Technical literature thereof must be enclosed.
- 12) Suppliers will also have to punch on each store supplied with the word "ECL" wherever required.
- 13) Attested / photocopy of latest valid Sales Tax / VAT Clearance Certificate must be enclosed with the offer. In case, such certificate is not issued by the Statutory Authorities, then necessary document for such exemption should be enclosed with the offer. The Sales Tax / VAT / TIN No. of the tenderer should also be mentioned.
- 14) Tenderer must give location and complete address of their works. They will also submit list of plant and machineries available for manufacturing and testing of stores.,
- 15). Incomplete tenders are liable to be rejected.
- 16) Purchaser reserves the right to accept or reject partly or fully all the tender without assigning any reason thereof.
- 17) Tenders intending to attend the tender opening should bring proper authorization letter from their management to attend the tender opening.
- 18) Following correction / modification to the "General Terms & Conditions of Supply of Stores" enclosed may be noted as under :-
 - i. Clause no. 7. (v) – the offer must remain open for at least six months from the date of tender opening.
 - ii. Clause no. 31 - Terms of Payment shall be as indicated in the Commercial Terms and Conditions.
- 19) The prices quoted must remain firm till delivery and the offer made must remain open for acceptance for 6 months from the due date of opening of the tender. The prices offered should be given preferably both in words and in figures. Tenderers are requested to submit their offer complete in all respects maintaining Sr. No. of items, terms and conditions as per tender documents along with all supporting documents failing which offer may not be considered and no further clarification on technical and commercial aspects may be entertained.
- 20) Firm delivery period should be specified. The quantity offered for supply within a specified delivery period should also be indicated.
- 21) Sample of items wherever necessary should be submitted free of cost along with the quotation for inspection by this office. Samples must be labeled with the tenderer's name, address and this office enquiry no. and due date for opening of the tender.
- 22) The packing for all the materials quoted shall conform to the requirements of the carriers.
- 23) If the order is placed on the assurance of early delivery offered in preference to the lowest acceptable offer, then in case of failure, tenderer will be liable to pay the difference between the lowest acceptable offer and their offer.

- 24) The tenders shall quote to the specification given. They are, however, at liberty to quote for any other alternatives, which, in their opinion, will serve the purpose. The materials shall conform to relevant ISS and in its absence to appropriate BSS/VDE/DIN.
- 25) Firms who are manufacturers must submit their complete and valid NSIC/DGS&D registration certificate with the list of items attached covered with BIS License / DGMS approval etc.
- 26) Self attested copies of order copies received from subsidiaries of CIL for the quoted items should be submitted along with the quotation in the first bid. The list of parts supplied with the details of order reference and the performance report, if any, should be furnished along with the offer.
- 27) ECL reserves the right to reject or accept or withdraw the tender in full or in part as the case may be without assigning reasons thereof. Tenderers are advised to carefully note that deviations in these terms will not be entertained.
- 28) All disputes are subject to Asansol Jurisdiction
- 29) In case of any dispute, the decision of CGM(MM)/Dir(T)-P&P/CMD of the Company will be final.

Chief General Manager (MM)

COMMERCIAL TERMS APPLICABLE TO THE TENDE RERS.

The commercial terms which shall be applicable to the tenderers are given below :-

1. Price : The price must be quoted on landed price basis for supply to all Areas of ECL in West Bengal and Jharkhand including Rajmahal Area and SP Mines Area. The final price to be charged by you must clearly be spelt out indicating the following separately.

- Basic ex-works price and Ex-godown / ex-Depot price as applicable.
- Packing and Forwarding charges
- Excise Duty applicable in percentage
- Sales Tax / VAT applicable in percentage
- Any other Taxes / Duties (please give details).
- Road transportation charges (maximum)
- Transit Insurance charges
- Final Landed price.

The prices should be as per the following formats :

(a) Format for bid in Indian Rupee:

DESCRIPTION	UNIT	QUANTITY QUOTED	BASIC EX-WORKS PRICE and Ex-Godown / ex-Depot as applicable (Per Unit)	EXCISE DUTY (%) Rate and total amt) (Per Unit)	SALES TAX / VAT (%) Rate and total amt) (Per Unit)	PACKING & FORWARDING CHARGES (Per Unit)	FREIGHT (Per Unit)	TRANSIT INSURANCE (Per Unit)	OTHER CHARGES (Per Unit)	LANDED COST (Per Unit)	LANDED COST FOR TOTAL QNTY. QUOTED
-------------	------	-----------------	--	--	--	---	--------------------	------------------------------	--------------------------	------------------------	------------------------------------

NOTE : YOUR PRICE BID MUST BE SUBMITTED IN THE ABOVE FORMAT AND IT MUST BE CONFIRMED BY YOU THROUGH A SEPARATE CERTIFICATE IN PART-I CONFIRMING THAT YOUR PRICE BIDS HAVE BEEN SUBMITTED ALONG WITH THE NECESSARY INFORMATION IN THE ABOVE FORMAT IN COVER-II. PLEASE NOTE THAT IN NO CASE PRICE SHOULD BE DISCLOSED IN COVER-I. FAILING TO COMPLY TO THE ABOVE, YOUR OFFER MAY BE LIABLE FOR REJECTION.

Note: i) Excise Duty, if applicable, will be payable extra as per prevailing Excise duty 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.

ii) The tenderer must mention the applicable rate of Excise Duty and Sales Tax / VAT in percentage terms in the Techno-commercial bid (Cover I). In case the price quoted by you is inclusive of Excise Duty and Sales tax / VAT, the current rate included in the quoted price must be mentioned in percentage terms. If you are exempted from paying Excise Duty, the same must be confirmed with valid documentary evidence. In case the rate of Excise Duty varies with the turnover of the Company and the price is exclusive of Excise Duty, and you fail to specify the exact rate applicable, the maximum rate currently leviable will be loaded to the price.

iii) For the purpose of evaluation, the landed cost of bidder who have quoted VAT shall be calculated taking into consideration the impact of VAT credit available to ECL as per rule.

iv) Blank format of the price bid as quoted by the tenderers (WITHOUT PRICE) should also be provided in Cover-I (techno-commercial bid).

v) Please see Enclosure 4 also.

2. Insurance : Insurance shall be arranged by the supplier.

3. Price Variation : Price should be on Firm basis till delivery. Otherwise, the offer will be rejected.

4. Delivery: Delivery quoted by you shall be taken as the essence of the contract. Our delivery requirement is mentioned at Enclosure 4 which should be adhered to. The delivery terms should be quoted on FOR destination (door delivery) basis.
- In the event of failure to delivery or dispatch the Stores with the stipulated date / period in accordance with the samples and / or specifications mentioned in the supply order and in event of breach of any of the terms and conditions mentioned in the supply order, ECL will have the right to any or all of the following :-
- a) To recover from the successful tenderer as agreed, Liquidated Damages, a sum not less than ½% (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 the week during which the delivery of such stores may be in arrears limited to 10% (ten percent). Where felt necessary, the limit of 10% (ten percent) can be increased to 15% (fifteen percent).
 - b) To purchase elsewhere, after due notice to the successful tenderer on their 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 delivery period 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 in full or in part.
 - f) whenever under this contract a sum of money is recoverable from any payable by the supplier, CIL and its subsidiary companies shall be entitled to recover such sum by appropriating, in part or in whole by deducting any sum or which at any time thereafter may become due to the successful tenderer in this or any other contract. Should this sum be not sufficient to recover the full amount recoverable, the successful tenderer shall pay to CIL/its subsidiary companies on demand the remaining balance. The successful tenderer shall however not be entitled to any gain on any such purchase.
5. Validity : The offer should be valid for 180 days from the date of opening of the Cover-I indicated in this tender.
6. Payment Terms : As per Enclosure – 4.
7. Guarantee and Test Certificate : Manufacturer's Guarantee and Test certificate should be furnished by the supplier along with the stores.
8. Guarantee/Warranty: The offered materials must be guaranteed against defects arising out of design/materials/workmanship/unsatisfactory service. The item should be guaranteed for a period of 18 (eighteen) months from the date of receipt and acceptance of materials at consignee's end or 12(twelve) months from the date of commissioning/installation/use, whichever occurs earlier. If found defective within the guarantee period, the supplier at his own cost shall have to replace / repair the defective materials as deemed fit by the user/consignee.
9. Price fall Clause : a) The prices charged for the stores to be supplied under the supply/purchase order by the suppliers shall in no event exceed the lowest price at which suppliers sell the stores or offer to sell the stores of identical description to any customer during the tenure of the supply order.
- b) If any time during the said period, the suppliers reduce the sale price, sell or offers to sell such stores to any other customer at a price lower than the ordered price, they shall forthwith notify such reduction of sale or offer to sell to us to enable us to amend the rates of the order.

10. Earnest Money : All tenderers must deposit as Earnest Money an amount of Rs.1,20,000/- (Rupees One Lac Twenty Thousand Only). The Earnest Money Deposit should be in the form of Demand Draft of any Scheduled/Nationalised Bank payable at Asansol drawn in favour of "Eastern Coalfields Limited" and must accompany the quotation i.e. Cover-I of the bid. For unsuccessful tenderer, the Earnest Money Deposit shall be refunded immediately after finalisation of the tender. The Earnest Money Deposit 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. However, if any State/Central Govt. organization / PSUs and 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, they may be considered for exemption for submission of EMD. Similarly, Ancillary units of ECL for the tendered items shall also be exempted from depositing Earnest Money subject to submission of copy of Ancillary Certificate.
11. Security Deposit : The successful tenderers on whom order will be issued shall have to deposit security money in the form of Bank Guarantee in our prescribed format or in the form of Bank Draft of any Scheduled/Nationalised Bank payable at Asansol drawn in favour of "Eastern Coalfields Limited" for 10% (ten percent) of the ordered landed value without having any ceiling. The Bank Guarantee should be kept valid till execution of the order complete in all respects but minimum validity should be for 6 months. For successful tenderer, Security Money will be refunded to the firm within 30 days of satisfactory execution of the contract. For unsatisfactory performance and /or contractual failure, the security money shall be forfeited. Two weeks time shall be given in the order to the successful tenderer to furnish the security deposit. In case, the firm fails to deposit the security money, the order shall be cancelled and the case shall be processed to order elsewhere and the firm's performance shall be kept recorded for future dealings with them. However, if any State/Central Govt. organization/PSUs and valid DGS&D/NSIC registered (for the tendered items) can produce documentary evidence issued by Govt. authorities for according exemption towards submission of Security Deposit, they may be considered for exemption from submission of Security Deposit. Similarly, ancillary units of ECL for the tendered items shall also be exempted from depositing Security Deposit subject to submission of copy of Ancillary Certificate.

Security Money may be converted into Performance Bank Guarantee (PBG) wherever PBG is required. At the time of conversion of security money into PBG, it shall be ensured that the amount of PBG is not less than 10% of the landed value of the order. Wherever, Security Money shall be treated as performance coverage of the contract, the operation of Security Money BG / Performance BG shall be guided by clauses relating to operation of PBG mentioned elsewhere in the tender document.

12. In case tenderer claim exemption from Earnest Money Deposit and Security Deposit, the required documents (i.e. as at Sl. No. 10 & 11) must be attested by Notary Public.
13. Inspection : The materials to be supplied against any order are subject to inspection by the authority to be deputed for the purpose before dispatch if required. The stores as received by the consignee will also be subject to inspection at consignee's end and the same shall be final and binding upon the supplier. If any stores are rejected, consignee will have liberty to :-
 - a) Allow the supplier for satisfactory replacement of the rejected part within a specified time and supplier will bear the cost of replacement such as freight etc. and any such replacement will be without being entitled to any extra payment.
 - b) Buy elsewhere the quantity of stores similar to those rejected at the risk and cost of the suppliers.
 - c) Terminate the contract whether in part or whole. Rejected part / quantity shall have to be removed by the suppliers within 15 days of receipt of intimation of rejection.

14. Original of Money Receipt towards purchase of tender documents must be submitted along with the techno-commercial bid (Cover-I) in case the tender documents have been purchased manually. In case the tender document has been downloaded from the website, then Demand Draft payable as Tender Fees drawn in favour of "Eastern Coalfields Limited", payable at Asansol should be enclosed or documentary evidence towards exemption should be enclosed. Otherwise, the offer will not be considered as valid.
15. Supply orders if placed will be subject to terms and conditions stipulated in the printed "General Terms & Conditions of Supply of Stores" enclosed unless otherwise stated in the enquiry/order.
16. In case any of the stipulation of this tender or "General Terms & Condition of Supply of Stores" is found to be incongruent to the stipulations of the specification schedule, then the stipulation of the specification schedule shall hold good.
17. Purchase preference for products and services of Central Public Sector Enterprises shall be given as per Govt. of India's current guidelines/policy.
18. Purchase preference for Ancillary Units of ECL shall be given as per ECL Management's Policy.
19. Deemed Exports : If the bidder has quoted the items under the deemed exports, then it will be the responsibility of the bidder to get all the benefits under deemed exports from the Government. ECL's responsibility shall only be limited to the issuance of required certificate. The quotation will be unconditional and phrases like "subject to availability of deemed export benefit" etc. will not be accepted.
20. Banned or delisted suppliers : The bidders shall 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 bid will be rejected as non-responsive.
21. Tenderers should note that ECL is entitled to increase or decrease the quantities against any / all the items of the tender by not more than 20% (twenty percent) before opening of the price bid.
22. Deviation : Normally, no deviations is acceptable to the tendered conditions. Terms and offers which are in deviation are liable for rejection without making any back reference to the tenderers. Offers as asked for must be submitted complete in all respect. Deviations, if any, sought by the bidder, whether these are commercial or technical deviations, must only be given in the schedules prescribed for them as below :

<u>Sr. No.</u>	<u>Clause of NIT (pl. specify)</u>	<u>Deviation (pl. specify)</u>
(i)		
(ii)		
(iii)		
..		
..		

Any willful attempt by the bidders to camouflage the deviations by giving them in the covering letter or in any other documents than the prescribed schedule may render the bid itself non-responsive.

Chief General Manager(MM)

MODE OF SUBMISSION OF TENDER

The tender should be submitted in two separate sealed covers. Cover-I which shall be clearly marked "Techno-Commercial Bid - Cover I" shall include all information except price. The Cover-II which shall be marked as "Price Bid – Cover II" shall include the price and related data. Both Cover-I and Cover-II should be put in a 3rd Cover duly sealed. All the three covers must be superscribed with Tender No., Due Date and Sender's name and address.

If the tenders are submitted locally, the envelope i.e. 3rd Cover (containing two separate sealed covers marked Cover-I and Cover-II) must be superscribed with Tender no. and date of opening of tender, Sender's name and address and put on the tender box provided for this purpose at the Office of the Chief General Manager(MM), ECL, Sanctoria.

If the tenders are sent by post, the envelope i.e. 3rd Cover must also be superscribed in the same manner as mentioned above and must be addressed to the Chief General Manager(MM), CMD's office, ECL Sanctoria., P.O. Dishergarh – 713333, Dist. Burdwan (West Bengal) India. The offers submitted through post must be sent through registered post or through speed post. Responsibility will not be taken against misplacement of offer if sent through post.

Failure to follow the above procedure shall lead to rejection of the offer.

NB : i) All envelopes containing the tenders shall be properly sealed. Envelopes stapled shall not be accepted.

ii) The envelopes containing the tenders must be superscribed with the Tender No. and date and time of opening.

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

Cover –I (Techno-Commercial Bid) shall include the following data :

1) Section A (TECHNICAL PART)

- a. Detailed technical description and particulars along with specification sheet, drawings, printed product brochure, literature etc. (wherever applicable).
- b. Key information about the tenderer. A brief note about the status of the tenderer like if manufacturer/authorized dealer/sole selling agent/marketing agent/trader etc. The information should be supported by documentary evidence. The firm registered with NSIC/SSIC/DGS&D should enclose Xerox copies of such registration certificate duly attested by Notary Public.
- c. The tenderer should categorically mention that offered materials conform to our specifications and deviations, if any, should be marked separately as per schedule mentioned in Enclosure 2. Otherwise, it would be presumed that the offer strictly conforms to our specifications.
- d. Test certificate from Government Test Houses in support of important technical parameters of the offered materials should be enclosed with the offer.
- e. Xerox copy, duly attested by Notary Public, should be enclosed with the offer, wherever applicable.
 - DGMS approval certificate
 - BIS license / ISI marking
 - ISO certification series if applicable.
 - Department of Telecom Approval Certificate (in case of Telecom Equipments)
- f. The guarantee/warranty period should be clearly specified.
- g. In case of equipment, details regarding installation and commissioning, after-sales service like repairing within and after the guarantee period, supply of spares and consumables and training to our operating staff etc.

2) Section B (COMMERCIAL PART)

- a). Acceptance of the clauses for Terms of Payment, EMD, Security Deposit, Performance Bank Guarantee(if applicable), Guarantee/warranty, Price Fall Clause, and Liquidated Damages etc.
- b). Attested / photocopy of latest valid Sales Tax / VAT Clearance Certificate must be enclosed with the offer. In case, such certificate is not issued by the Statutory Authorities, then necessary document for such exemption should be enclosed with the offer. The Sales Tax / VAT / TIN No. of the tenderer should also be mentioned.
- c). The rate of Turnover tax, if any, should be clearly indicated if applicable, else it would be considered to be inclusive in the base price.
- d). The rate of Excise duty, Educational Cess, and Sales Tax / VAT in terms of percentage should be clearly indicated.
- e). The tenderer should certify that they have taken into account the Modvat/Cenvat benefits while quoting the rates or that it is not applicable.
- f). Price quoted should be firm till delivery.
- g). Blank format of the price bid, as quoted by the tenderers (WITHOUT PRICES) should be included.
- h). The Demand Draft payable as Earnest Money should be enclosed or documentary evidence towards exemption should be enclosed. Otherwise, the offer will not be considered as valid.
- i). In case the tender document has been downloaded from the website, then Demand Draft payable as Tender Fee should be enclosed or documentary evidence towards exemption should be enclosed. Otherwise, the offer will not be considered as valid.

Cover-II (Price Bid) should include the following information

- a). Basic price of the materials and accessories.
- b). Rate and quantum of Excise Duty applicable.
- c). Rate and quantum of Sales Tax/VAT applicable
- d). Packing and Forwarding charges if any.
- e). Freight charges.
- f). Transit Insurance charges.
- g). Other charges like Installation and Commissioning etc., if applicable
- h). Landed price as a summation of all the above elements.

The format for submission of price data is given below :

DESCRIPTION	UNIT	QUANTITY QUOTED	BASIC EX-WORKS PRICE and Ex-Godown / ex-Depot as applicable (Per Unit)	EXCISE DUTY (%) Rate and total amt) (Per Unit)	SALES TAX / VAT (%) Rate and total amt) (Per Unit)	PACKING & FORWARDING CHARGES (Per Unit)	FREIGHT (Per Unit)	TRANSIT INSURANCE (Per Unit)	OTHER CHARGES (Per Unit)	LANDED COST (Per Unit)	LANDED COST FOR TOTAL QNTY. QUOTED

Each envelope should be properly sealed and superscribed with the Tender Reference No. and due date of opening and name and address of the tenderers. Envelopes stapled shall not be accepted.

Cover-I shall be opened on the due date and time as mentioned and

Cover II shall be opened after techno-commercial evaluation of the offer. Cover-II i.e. Price bid of only those tenderers shall be opened whose offers are found to be technically and commercially acceptable.

Chief General Manager(MM)

**DETAILED TECHNICAL SPECIFICATION OF
THE ITEM REQUIRED**

S/N	Item Description	Quantity Required
01]	Paper License for M.S.Office-2007 professional, localized version, bilingual (Hindi & English) without media.	300 Nos
02]	Paper License for M.S.Office-2007 professional, localized version, bilingual (Hindi & English) with media.	15 Nos

Special Notes –

- 01/ Authorized Distributor/Dealer/Re-seller/Partner of Microsoft or Microsoft Corporation are eligible to participate in this tender. The Dealer/Distributor/Re-seller/Partner of Microsoft quoting against this tender should submit a true copy of valid authorization by Microsoft. The true copy of authorization certificate of Microsoft India should be duly attested by Notary Public.
- 02/ Warranty – Manufacturer's standard warranty clause should be made applicable. Manufacturer's standard warranty clause should be clearly spelt-out. Defective media should be replaced within seven (07) days (free of cost basis) of reporting of such defects, within warranty.
- 03/ License should be in the name of "EASTERN COALFIELDS LIMITED" under Microsoft Open License policy (MOLP).
- 04/ One copy should be installed in one compatible PC for testing purpose.
- 05/ Delivery – Should be made within nine weeks from the date of receipt of purchase order. The bidder should be in a position to supply in specific delivery period 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.
- 06/ Payment – 100% payment will be made subject to successful installation of the software at specified location and acceptance of the same by GM (System) or his authorized representative. Payment will be made within 21 days of successful installation as above or submission of bills together with specified documents as per order, whichever is later. Further, payment will be made subject to successful installation as per S/No.04 only.
- 07/ Performance Bank Guarantee – Tenderers should submit Performance Bank Guarantee for 10% of the total order value (on landed basis) executed by any Nationalized/Scheduled Bank on a non-judicial stamp paper of appropriate value as per for standard format. The stamp paper must be in the name of issuing Bank. The BG must be kept valid till Guarantee/Warranty period.
- 08/ e-Payment applicable for the interested bidders :
ECL may like to introduce e-payment. If you are interested to avail the facility of e-payment then you should confirm the same and accordingly the following details should be furnished in your techno-commercial bid (Part-I):-

- i/ Name of the payee in Block letters.
- ii/ Address
- iii/ Bank A/c No. of payee.
- iv/ Name of the Bank.
- v/ Name of the Branch and branch code.
- vi/ PAN Card No. of Payee.
- vii/ Indian Financial Service Code (IFS Code)

Moreover, it is to be noted that style of account name should not be changed except under special circumstances and name of the payee in the Purchase Order/Bill should be same as indicated in the Bank Account. Any deviation like Bandyopadhyay as Banerjee, Private Limited as Pvt. Ltd. or (P) Ltd. will not be entertained for receipt/payment.

09/ MICRO, SMALL & MEDIUM ENTERPRISES:

Reference: Implementation of Provision of Micro, Small & Medium Enterprises Development (MSMED) Act, 2006 (Act No. 27 of 2006) on delayed payment referred in Chapter-V and Interest thereon as referred in Sec-22 of said act

- i/ In the case of the enterprises engaged in the manufacturing or production of goods/rendering of services pertaining to any industry specified in the First Schedule to the Industries (Development and Regulation) Act, 1951 (65 of 1951), tenderers have to indicate along with documentary evidences the status of their enterprise i.e. whether a Micro Enterprise, a Small Enterprise or a Medium Enterprise.
- ii/ Registration certificate should also be enclosed along with the offer in case of any person established a small scale industry before the commencement of this Act.
- iii/ A copy of the memorandum filed with the State Government under sub-section (4) or with the Central Government under sub-section (3) should also be furnished along with the offer in case of establishment intends to form a Micro, Small enterprises or Medium enterprises for providing or rendering services/engaged in manufacture or production.

IMPORTANT NOTE - Tenderer shall have to comply with all the technical requirements, otherwise their offer will be liable for rejection.

Categorical confirmation regarding acceptance of the above technical description and all other points mentioned above must be indicated in Cover-I.

CHECKLIST OF COMMERCIAL TERMS AND CONDITIONS

(To be submitted duly filled in and typed by Tenderer along with the offer in Cover-I)

Sl. No.	Salient Condition of NIT	Please indicate	
		Yes/accepted	No/Not accepted
1.a)	Whether manufacturer/dealer authorized by manufacturer (in Cover-I)		
b)	In case dealer, authorization from manufacturer submitted duly authenticated with seal (in Cover-I)		
2.	Copy of valid NSIC/DGS&D/ECL Regn. certificate along with list of items registered (in Cover-I) duly attested by Notary Public whether submitted.		
3.	Price offered		
a)	FOR Destination (door delivery)		
b)	Firm till delivery		
4.	Whether indigenous manufacturer.		
5.	Whether foreign based manufacturer.		
6.	Price schedule submitted in specified format (Clause no. 1 of Enclosure-2 i.e. Commercial Terms)		
7.	Validity of the offer as per NIT i.e. clause-5 of Enclosure - 2		
8.	Payment terms as per NIT		
9.	Delivery offered as asked in NIT i.e. as mentioned in Enclosure - 4:		
10.	LD and other related clauses as per NIT i.e. Clause-4 of Enclosure-2		
11.	Price Fall clause as per NIT i.e. Clause -9 of Enclosure-2		
12.	Performance Bank Guarantee, if applicable, as per NIT.		
13.	Earnest Money Deposit and Security Deposit clauses as per NIT i.e. Clauses 10 & 11 of Enclosure - 2.		
14.	Copies of order for identical/similar items received in the past from other subsidiaries of CIL/Public Sector undertakings./ Central Govt. Deptt. along with documents for execution of the said orders.		
15.	Whether all the enclosures of the offer have been signed and stamped.		
16.	Guarantee warranty as per NIT.		
17.	Inspection clause as per NIT i.e. Clause-12 of Enclosure -2.		
18.	Rate of Excise duty and Sales Tax/VAT indicated in Cover-I.		
19.	Modvat / Cenvat Benefit taken into account while quoting the rates.		
20.	Deviations indicated as per prescribed schedule i.e. Clause-21 of Enclosure-2		
21.	Declaration given as per Banned or delisted suppliers Clause as per NIT i.e. Clause-19 of Enclosure-2		
22.	This tender forms returned duly stamped and signed.		
23.	All other commercial terms and condition of the NIT are acceptable.		

NOTE :

- All documents submitted are to be authenticated by the tenderer's signature with seal. A list of documents being submitted shall be prepared and enclosed with the offer.
- The confirmation / acceptance as above in this checklist shall supercede the terms, if indicated otherwise in the offer.

Signature of Tenderer
Stamp/seal of firm

CRITERIA FOR PROVENNESS FOR ECL

A firm will be considered a “proven firm” for ECL for the tendered item(s) if it satisfies any of the following :-

- i) Firms whose products (tendered item(s) / similar nature of tendered item(s) are in use in ECL and due to their satisfactory performance they have already been declared proven in ECL — firms have to submit self-attested copies of orders received from ECL Hqrs.
- ii) Firms whose products (tendered item(s) / similar nature of tendered item(s)) are in regular use and their performance have been declared proven in CIL / other subsidiaries of CIL — reflected by placement of orders (placed within last 7 years) for substantial quantity / repeat order(s) / satisfactory performance report issued by the Head of Technical Department of HQ. — firms have to submit self-attested copies of relevant orders of substantial quantity / performance reports received by them.
- iii) Firms currently holding Rate Contract for supply of the tendered item(s) / similar nature of tendered item(s) with CIL / any subsidiary of CIL — firms have to submit self-attested copies of relevant Rate Contracts received by them.
- iv) OEMs/OES/ their sole authorized dealer will attain proven status on the basis of the OEMs / OES fulfilling criteria i) or ii) above.
- v) Firms who are short-listed / approved by CIL for supply of the tendered item / similar nature of tendered items to subsidiaries of CIL and such list is currently valid — firms have to submit self-attested copies of relevant documents.
- vi) Firms whose products (tendered items(s) / similar nature of tendered item(s)) are in regular use and they have been given proven status in other Public Sector / Govt. Organization — reflected by placement of orders (placed within the 7 years) for substantial quantity / repeat order(s) / satisfactory performance report — firms have to submit self –attested copies of relevant orders of substantial quantity received by them.

SPECIAL NOTE :

- (1) Notwithstanding the above stipulations, the decision of ECL for considering any firm as proven will be final and binding upon the tenderers.**
- (2) Documents submitted by bidders on support of above provenness criteria should be duly certified by Notary Public.**

Chief General Manager(MM)

EASTERN COALFIELDS LIMITED
(A Subsidiary Coal India Limited)
SANCTORIA, P.O. DISHERGARH, DT. BURDWAN
West Bengal – 713333

Enclosure -7

GENERAL TERMS & CONDITIONS OF SUPPLY OF STORES

Defination :

- 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 firm '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 Ltd. and North Eastern Coalfields.
 - v) The terms 'Drawing' shall mean the drawing and plans specified in or annexed to the schedule or specification.
 - vi) The term 'Purchase Executive' shall mean the purchaser or purchaser named in the Schedule to Tender, his or their successors or assignees.
 - vii) The term "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 authorised 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 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 standardising 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 quality 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 as 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 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. Term 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.

(a) Address to which communication are to be sent - For all purposes of the contract, including arbitration thereunder, the address of the supplier mentioned in the tender shall be 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 communications 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 despatch, F.O.R. 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 prices quoted.
 The prices should be include of excise, or excise duty should be separately mentioned. In case where price is quoted inclusive of excise duty, the rate or 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 units 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 remain open for at least four months from the date of submitting quotations unless otherwise specified.
- vi) Tender must invariably be submitted along with the illustrated literature giving complete and detailed specifications, 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 therefrom in their tender.
- ix) Typed quotations should be submitted. Those containing erasures and over-writings are liable to be rejected. Any corrections made in the tenders must be initialed 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 labelled with the tenderer's name, this office enquiry number and the last date opening tender.
- 9. a) **Subletting & 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 and in such case the supplier have no claim whatsoever to compensation against the purchaser.
 - iii) If the contract is not determined as provided in 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 acknowledgment 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 for the purchaser to cancel the contract and purchase or authorise 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 Limited 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 the 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 materials as trustee of Coal India Limited and/or its Subsidiary Companies.
 - ii) shall use such materials economically and solely for the purpose of the contract.
 - (a) shall not dispose of the same without previous permission in writing of the purchaser; and
 - iv) shall tender due account of such material and return to the purchaser at such place as the Purchaser may direct all surplus or unserviceable material that may be left after the completion of the contract or its termination for any reason whatsoever. On returning such material, the supplier shall be entitled to such price thereof as the purchaser may fix having regarding the condition of such material.
 - b) Where the contract is terminated due to any default of the part of the supplier, the supplier shall pay all transport charges incurred for returning any material upto such destination as may be determined by Coal India Limited and/or its Subsidiary companies whose decision shall be final.
 - c) If the supplier commits breach of any of the conditions in this clause specified, he shall, without prejudice to any other liability, penal or otherwise, be liable to account to Coal India Limited and/or its subsidiary Companies all moneys, advantages or profits accruing from which in the usual course would have accrued to him by reason of such breach.

- d) Where the stores manufactured or fabricated by the supplier out of the materials arranged or procured by or on behalf of Coal India Ltd 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 shall be made at the RC rates.
13. The tenderers shall give a warranty of satisfactory performance of the unit offered by them for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance by Coal India Limited and/or its Subsidiary Companies. The supplier shall be responsible for any defects that they develop under the conditions provided for by the contract and under proper use, arising from faulty materials, design or workmanship and shall remedy such defects at his own cost when called upon to do so. If it becomes necessary for the supplier to replace or renew any defective portion of the goods, such replacement or renewal should be made by the supplier without any extra cost to Coal India Limited and/or its subsidiary Company.
14. For orders placed directly on overseas suppliers, the tenderers should separately indicate whether their prices quoted include any commission for the manufacturer's agents in India and the amount of remuneration for the agent included in the quoted price.

Price shall include :

- (a) the service that will be rendered by them as manufacturer's agent;
- (b) the name and address of agents, if any, in India ; and
- (c) the agency commission or remuneration or freight in case FOR prices are accepted will be paid in Rupees in India.
15. On acceptance of the tender, a formal acceptance of tender or supply order will invariably be issued. Advance intimation in writing of acceptance of the tender will be given whenever considered necessary by the said authority. In case an advance intimation has been given, the formal acceptance of tender or supply order shall follow in due course, but immediate action towards execution of supply order shall be taken on receipt of the advance intimation.
16. **EARNEST MONEY / SECURITY MONEY**
- (a) Earnest Money Clause should be stipulated in the tender. The value of Earnest Money to be deposited by the tenderer should be 2% of the value of the estimated cost tendered for or Rs 10,00,000/-, whichever is lower. EMD should be in the form of Demand Draft and must accompany the quotation i.e. Cover-I of the bid. For unsuccessful tenderer EMD shall be refunded immediately after finalisation of the tender with the approval of HOD of MM dept. or Head of Area. 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.
- (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 Guarantee on any Scheduled / Nationalised Bank in our prescribed format or in the form of Bank Draft shall be 10% of the value of the awarded contract without having any ceiling. For successful tenderer, 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 dept./Head of 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.

- (e) Security Money may be converted into Performance Bank Guarantee (PBG) wherever PBG is required. At the time of conversion of security money into PBG, it should be ensured that the amount of PBG should not be less than 10% of the landed value of the order.
- (f) Wherever Security Money shall be treated as performance coverage of the contract, the operation of Security Money / Performance BG shall be guided by clause 6.5.1 (A), (B), (C), and (D) of the manual.

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 authorised and specified in the contract or supply order or any amendment thereto.

(a) Facilities for Test and Examination.

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

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 cannot be in accordance with the contract owing to the adoption of any unsatisfactory method or manufacturer.

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

(h) Consequence of Rejection

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

- (i) Allow the supplier to resubmit 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 authorise the purchase of quantity of the stores rejected or so others of similar description (when stores exactly complying with particulars are not in the 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 authorise the purchase of the stores or others of a similar description (when stores exactly complying with particulars are not in the 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) Inspector's Decision as to Rejection Final

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

- (i) Where under a contract, the price payable is fixed on FOR station of despatch 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 recognised 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 where 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 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 store 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 despatched. 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 words like 'Fragile' 'Handle with care'. Weight of each package 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 despatch 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 other 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 Ltd. and its subsidiary companies shall be entitled to recover such sum by appropriating, in part or in whole by deducting any sum or which at any time thereafter may become due to the successful tenderer in this or any other contract. Should this sum be not sufficient to recover the full amount recoverable, the successful tenderer shall pay to Coal India Ltd. and its subsidiary companies on demand the remaining balance. The successful tenderer shall however 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 Ltd. or its subsidiary companies may allow such additional time by extending the delivery period, as it considers to be justified by the circumstance 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 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 suppliers for infringement of any right protected by patent, Registration of Design or Trade Mark, provided that in the event of any claim in respect of alleged breach of Letter Patent, Registered Design or Trade Mark being made against Coal India Ltd. and/or its subsidiary companies, the said authority shall notify the supplier of the same and the supplier shall be at liberty at his own expense to settle any dispute or to conduct any litigation that may rise therefrom.

25. Carrying Vessels for imported items

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

26. Freight

The stores shall be despatched at public tariff rates in the case of FOR station of despatch 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 despatch as the case may be. Failure to do so will render the supplier liable for any avoidable expenditure caused to the purchaser.

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

27. Passing of Property

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

28. Laws Governing the Contract

- (a) This contract shall be governed by the Laws of India for the time being in force.
- (b) In respect of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender or supply order has been issued.
- (c) Jurisdiction of Courts
- The courts of the place from where 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 Mark of the time being in force in India.

29. Corrupt Practices

- (a) The supplier shall not offer or give or agree to give to any person in the employment of the purchaser or working under the orders of Coal India Ltd. and/or its subsidiary companies any gift or consideration of any kind as an inducement or reward for going or forbearing to do or for having done or forborne to do any act relating to the obtaining or execution of the contract or any other contract with the purchaser or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the purchaser. Any breach of the aforesaid condition by the supplier or any one employed by him or acting on his behalf (whether with or without the knowledge of the supplier) or the Commission of any offence by the supplier or by any one employed by him or acting on the behalf under Chapter IX of the Indian 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

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 events, that is to say :

- a) 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 to 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 circumstance 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, Airway Bill or consignment note under which the goods charged for in the bill are despatched by Railway, Ship, Air or Road respectively and the number and date of the letter with which such Railway Receipt, Bill of Lading, Airway Bill or consignment note is forwarded to the consignee should be quoted on the bill. In the case of stores despatched 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 Company, 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 terms may be formulated in accordance with the provision 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.