BHARAT COKING COAL LIMITED

(A Subsidiary of Coal India Limited)

Office of the General Manager(I/C), WASHERY DIVISION

SARAIDHELA, DHANBAD : 828127

Phone No.0326-2202002;FaxNo.0326-2222644

NOTICE INVITING TENDER

(UNDER JURISDICTION OF DHANBAD COURT & JHARKHAND HIGH COURT ONLY)

REF NO:110031-32/01/02/S.S. WW Pannel & Sieve Bend/**022** **DATED** :08.05.2012

To,

M/s ----------

Dear Sir,

Sealed offers are invited for supply of the materials as detailed in the enclosed **Schedule of Requirement** from those to whom this NIT has been issued or from Proven/ Bonafide Manufacturers or their authorized Sole Selling Agents/ Distributors/ Dealers like past suppliers of Washery Division/ Govt. Dept. or Public Sector Undertaking including CIL & its subsidiary companies or Private Sector Company of repute. For tenderers submitting offer against website NIT/ Open Tender, **Eligibility & Provency Criteria** shall be under:

I. **Eligibility Criteria:**

A. Original Equipment Manufacturer.

B. Manufacturers whose products are used by OEM or

C. Manufacturers whose products are already in use successfully in CIL/its subsidiaries or PSU's or Govt. Dept/Organisation or Private Sector Company of repute

Tenderer falling under (B) above shall have to furnish relevant documentary proof like authorization by OEM / Trade Agreement or supply order copy from equipment manufacturer.

Tenderer falling under (C) above shall have to furnish relevant documentary proof like copies of rate contract or firm order consisting of not less than 25% of the total tendered quantity/ respective order duly executed, in respect of each offered item of the bid issued by govt. Dept/ PSU's including CIL and its subsidiaries/ Private Sector Company of repute for conforming their proveness.

Tenderers claiming authorization of foreign principal shall have to give specific authorization for BCCL, clearly specifying the nature and period of authorization or agreement.

II. Proveness: Tenderer must establish their provency by submitting copies of PO for tendered items and proof of supply made against the same during last five year but not less than six month old from the date of tender opening to any govt. Dept/ including CIL and its subsidiaries or reputed private sector company.

The details of tender and term & conditions of supply shall be as mentioned hereunder:

A. **Consignee : Project Officer,Dugda Coal Washery**
B. **Estimated Value : INR 12,33,650.79**
C. **EMD : INR 24673.00**
D. **Tender Fee : INR 2000.00**
E. **Due Date and Time of Opening of Tender : at 03.00 PM on 18.06.2012**
F. **Last Date and Time of Receipt of Offer : Till 1.00PM on 18.06.2012**
G. **Submission of Offer:**

(i) Tenders can be deposited by the tenderers in person in the tender box kept at the office of the Dy.GM (MM), Washery Division, Saraidhela, Dhanbad. Also, the tenders can be sent by post or couriers to this address.

(ii) The tenders shall have to be submitted in the following manner:

(a) All offers to be submitted in duplicate

(b) All offers to be submitted in two covers:

- Part-I : Techno-commercial offer
- Part-II: Price bid

The EMD, if applicable shall be submitted in the part I.

Each of the above mentioned two parts of the offer to be securely packed in separate envelopes . These two envelopes to be put into one bigger envelope. All the envelopes to be properly sealed. Envelopes stapled shall not be accepted. All the envelopes to be super-scribed with the name & address of the tendering firm, name & address of the tender enquiry issuing authority and tender enquiry no. / date & due date of tender opening . In case the offers are submitted against the website NIT the tenderer must mention on the outermost envelope as **" Offer against Website NIT".**

Note:

I. All pages of the offer to be serial numbered in seriatim and to be signed and stamped by the authorised signatory of the firm . The full name and relation of the authorised signatory with the firm should also be mentioned in the offer. All the pages of the offer/ all the documents submitted with offer should be signed by the same person.

II. The complete offer should be typed in the letter head of the firm. Hand written quotations will be summarily rejected. If letter head is not sufficient to accommodate technical and pricing details, bigger paper may be used. Such sheet along with other pages of the offer should be signed and stamped by the firms' authorized signatory.

III. The tenders must be submitted on or before the last time and date of submission mentioned above and tenders submitted after last time and date of submission shall not be considered and no request for relaxation in this regard shall be entertained. BCCL doesn't bear any responsibility for loss or damage of tender in transit.

IV. Tenders sent through telegram, fax, telex, e-mail shall not be considered.

V. Tender document issued in the name of one firm are not transferrable to any other firm. However, if a firm, as a policy matter, doesn't quote directly and decides to allow his sole selling agent/ distributor/ dealer to quote on their behalf, they can forward the tender enquiry to their sole selling agent/ distributor/ dealer. In such case, the firm must issue an authorization to this effect in favour of their sole selling agent/ distributor/ dealer and the original of this letter must be accompanied over the envelope containing the offer by the sole selling agent/ distributor/ dealer.

VI. On the due date and time of the tender opening only the Part-I of the offer shall be opened and the price bids of the techno-commercially acceptable firms shall be opened later on.

VII. Tenderers may depute their authorised representatives to attend the tender opening if the estimated value of tender is more than Rs. 10 Lakh. Regarding opening of the price bids information will be issued separately.

VIII. The NIT document issued/ downloaded must be submitted with part-I of offer.

IX. Tenders not submitted in above manner shall be rejected.

(I) TECHNO-COMMERCIAL OFFER: It will consist of two parts:

1. Technical offer
2. Commercial offer

TECHNICAL OFFER

It will consists of the technical specification of the materials required/ quoted. The tenderer must quote to the technical specification as given in the schedule of the requirement. The tenderer must clearly indicate the description, part no./ drawing no. and quantity of the quoted items. BCCL reserves the right to reject offer with improper or inadequate/ incomplete specification and any clarification/confirmation may not be asked from the tenderer in this regard. The tenderer shall give acceptance of the following technical conditions:

(i) **Delivery:** The materials required to be supplied within TWO MONTHS of receipt of the purchase order at your end. The delivery schedule quoted should be firm and final. Delivery will be counted from the date of receipt of order. Failure to supply the materials in time shall attract penalty as per the clause (I).2.4.

(ii) **Logo embossing:** Items supplied preferably to be embossed with the logo/ identification mark and serial no., if any at a place where there is no wear of the component, as far as possible. However non-compliance may not be the reason of rejection.

(iii) **Warranty:** The item should carry a warranty of 18 months from the date of the supply of the materials or 12 months from the date of fitment whichever is earlier against improper design, poor quality of materials, faulty workman ship, etc and in case of pre-mature failure of the materials due to improper design, poor quality of materials, faulty workman ship, etc the same shall be replaced free of cost.

COMMERCIAL OFFER

1. **Earnest Money**: **Rs.24,673.00**
   The EMD must be submitted in the part-I . It should be in the form of Bank Draft of any schedule bank in favour of Bharat Coking Coal Limited payable at Dhanbad. However, in the case of local tenderers, bankers' cheque also will be acceptable. If any tenderer doesn't submit the EMD and instead seeks for exemption from the same, their request to this effect should be packed in the Part-I envelope along with necessary valid document duly authenticated by notary public as per which the firm has sought exemption as detailed elsewhere in this tender document. Non-submission of EMD in this manner shall be treated as non-responsive. EMD submitted by the unsuccessful bidders shall be returned immediately after finalisation of case.
2. **Security Deposit**: Successful tenderers shall be required to deposit security in the form of Bank Draft/ Bank Guarantee (as per enclosed format) of any schedule bank for the 10% value of the landed value of order within 15 days of the receipt of the order at their end. The bank draft should be in the favour of Bharat Cocking Coal Limited and payable at Dhanbad. In case, the firm fails to deposit the security money, the order shall be cancelled and the case shall be processed to be ordered elsewhere and the firm's performance will be kept recorded for future dealing with them. The security deposit shall be refunded to the firm within 30 days of successful completion of the supply. For unsatisfactory performance and/or contractual failure the security will be forfeited. Wherever, required the security shall be converted into performance guarantee. The security deposit doesn't carry any interest. For the successful tenderer EMD shall be returned after receipt/acceptance of SD.
   NOTE: State/ Central Govt. Organisations/ PSUs and valid DGS&D/ NSIC registered / Ancillary firms (for the tendered items) shall be considered for exemption from depositing Earnest Money/ Security Deposit if they submit these documents, duly authenticated by the notary public. In case of procurement of materials of proprietary nature from overseas OEM/OPM or their authorised Indian agent/distributor/dealer, they are exempted from depositing EMD/Security Deposit.
3. **Force Majeure Clause**: If the execution of the purchase order/ contract is delayed beyond the delivery period mentioned in the purchase order/ contract as a result of outbreak of hostilities, declaration of a

embargo/ curfew or blockade or fire, flood, acts of nature or any other contingency beyond the control of the supplier due to the act of God then BCCL may allow such additional time by extending the delivery period, as it considers to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by BCCL ,the contract/ supply order shall be read and understood as if it had contained from its inception the delivery period as extended. Further this clause states that:

a. The successful bidder will, in the event of having to resort to this clause by a registered letter duly certified by the local chamber of commerce or statuary authority, the beginning and the end of the cause of the delay, within 15 days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting out of the Force Majeure, BCCL reserves the right to cancel the contract and the provisions governing the termination of the contract as said in the bid document will apply.
b. For the delays arising out of the Force Majeure, the bidder will not claim extension in the completion date for a period exceeding the period of delay attributable to the cause of the Force Majeure and neither BCCL nor the bidder shall be liable to pay extra cost provided it is mutually established that the Force Majeure Conditions did actually exist.
c. If any of the Force Majeure Condition exists in the place of operation the bidder even at the time of submission of the bid, he will categorically specify them in the bid and state whether they have been taken into consideration in the quotation.

4. **Penalty for Failure to Supply in Time**: The time and the date of delivery of the stores as stipulated in the Purchase Order shall be deemed to be the essence of the contract and the delivery of the stores must be completed by the date specified. No materials should be supplied beyond the delivery period, unless specific approval has been obtained from the purchaser.

   In the event of failure to deliver or despatch the stores within the stipulated delivery period/ date in accordance with the sample and/ or specifications mentioned in the supply order, and in the event of breach of any of the term and conditions mentioned in the supply order, BCCL shall reserve the right :

   a) To recover from the successful tenderer, as agreed liquidated damages, a sum not less than0.5% (half percent) of the price of the stores which has not been supplied(for this purpose part of the unit supplied shall not be considered) as aforesaid for each week or part of a week during which the delivery of the stores may be in arrears limited to 10%. Wherever felt necessary, the limit of 10% can be increased to 15% at the discretion of the Head of The Area or,
   b) To purchase elsewhere, after due notice to the successful tenderer on the account and at the risk of the defaulting supplier the stores not supplied or others of a similar description without cancelling the supply order in respect of the consignment not yet due for supply or
   c) To cancel the supply order or a portion their of, 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 damage referred to in the clause (a) above.
   e) To forfeit the security deposit in full or in part

5. Whenever under this contract a sum of money is recoverable from and payable by the supplier, BCCL 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 recover the full amount recoverable, the successful tenderer shall pay BCCL on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

6. **Price Fall Clause**

   (a) The prices for the stores to be supplied under the contract by the supplier shall in no event exceed the lowest price at which the supplier has offered to sell the stores of identical description to any other organisation from the date of the offer till completion of the supply.

   (b) If at any point of time the said supplier offers lower sale price of such stores to any other organisation then the supplier shall forthwith notify such reduction in price to the consignee concerned

under intimation to GM(I/C),Ws BCCL, Dhanbad and the price payable under this contract for the stores supplied after the date of coming into force of such reduction or sale, shall stand correspondingly reduced.

7. **Inspection & Tests:**
   a. The purchaser or its authorized representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes.
   b. If the inspection and test is conducted at the premises of the supplier or its sub-contractor at any point of delivery and/ or at the goods final destination when conducted on the premises of the supplier or its sub-contractor, all reasonable facilities and assistance, including access to the drawings and production data , shall be furnished to the inspectors at no charge to the purchaser.
   c. Should any inspected or tested good fail to conform to the specification, the purchase may reject them and the supplier shall replace the rejected goods and make all alternatives necessary to meet specification requirements free of cost to the Purchaser.
   d. The materials will be inspected on arrival at site by the consignee, which will be considered as final. This shall in no way be limited or waived by the reason of the Goods having previously been inspected and tested and passed by the Purchaser or its representative, i.e. third party prior to the despatch of the Goods.
   e. Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.
8. **Payment terms:** 100% payment shall be made within 30 days of receipt and acceptance of the materials or bills whichever is later.
9. The bidder must give a declaration that they have not been banned or delisted by any Govt. or quassi- Govt Organisation or PSU. If a bidder has been banned or delisted by any Govt. Or quassi- Govt Organisation or PSU this fact should be clearly mentioned in their offer and it may not necessarily be a cause for their disqualification. If this declaration is not given the bid will be rejected as non- responsive.
10. BCCL reserves the right not to make any procurement against this tender without assigning any reason.
11. Tenders of those tenderers who sue motto offer different prices or change the terms which affect their quoted price of the firm within the validity period of the offer shall be treated as invalid offer and action shall be taken as per CIL rules/ action shall be taken to procure the items from elsewhere.
12. BCCL reserves the right to increase or decrease the tendered quantity by not more than 20% of the tendered quantity before opening of the price bids.
13. Normally no deviation is acceptable to the tendered term and conditions and offers which are in deviation are liable for rejection without asking back reference to the tenderer. Offers as asked must be submitted complete in all respect. However, the firm must submit separate sheet in the Part-I, i.e. Techno-Commercial offer indicating any deviation in their offer from the tendered technical and commercial specification/ terms.
14. Offers of those firms shall not be considered commercially acceptable who didn't successfully execute previous order placed on them by BCCL despite giving commercial notice and/or against whom penal action has been initiated for breach of contract.
15. The packing of all the materials quoted shall conform to the requirement of the carriers for safe arrival of the materials.
16. Details regarding the location of the works are to be given in the offer. BCCL reserves the right to carry pre-despatch inspection during the manufacturing process. However, all the materials are subject to inspection at the consignee's end after receipt of the materials before its acceptance.
17. Wherever applicable the materials shall conform to the relevant BIS and in its absence to appropriate BSS/VDE/DIN. If items are ISI marked, **notarized copies** of the relevant valid BIS licence must be submitted with the techno-commercial offer.
18. Samples of the items quoted, wherever required are to be submitted with the offer separately under proper packing and details of the tender enquiry mentioning the name of the tenderer. No payment shall be made for the samples and the samples are non-returnable.

19. **Discount**- If the discount is given on the quoted price, same shall have to be indicated in the techno-commercial offer. Any conditional discount or prompt payment discount will not be considered for the purpose of comparative evaluation of the offer. Only unconditional discount will be considered for comparative evaluation of the offer.
20. BCCL reserves the right to accept or reject any or all offers in part or full without assigning any reason. No dispute of any kind can be raised against this right in any court of law or elsewhere.
21. Not with standing anything said in this tender document, BCCL reserves the right to follow any guideline or instruction from Govt. Or ant statuary bodies from time to time.
22. **Validity:** The offer must remain valid for its acceptance for a period of 180 days from the date of opening of the tender. Offers will not be permitted to be withdrawn during this validity period.
23. A statement must be given by the bidder with the techno-commercial offer certifying that the bidder accepts all the commercial term and conditions given in this tender document without any reservation whatsoever.
24. If the tenderer discloses their price in the techno-commercial bids (part-I), the offer will be resealed and will be treated as invalid offer by the tender opening committee.
25. All contract shall be in accordance with the prevalent Indian Law and all the disputes are subject to the jurisdiction of the Dhanbad Court and the Jharkhand High Court only.
26. The tenderer should quote to the unit of measure as mentioned in the schedule of requirement. However, in case a tenderer quotes for any unit of measure other than that mentioned in the schedule of requirement then conversion factor must be indicated.
27. **Documents to be submitted with the techno-commercial offer duly authenticated by the tenderer with stamp of the firm**.
    I. Copy of the BIS licence or any other approval certificate **duly notarized**, wherever applicable.
    II. Copy of the authenticated currently valid price list of the manufacturer, wherever applicable.
    III. Copy of the test certificate wherever applicable.
    IV. Copy of the authorised dealership certificate ,wherever applicable.
    V. Price Certificate-The bidder must submit a price certificate that the prices quoted are lowest and same as applicable to any other Govt. Dept./DGS&D/ PSUs including CIL & its subsidiaries.
    VI. Copy of the TIN Certificate
    VII. Copy of the VAT clearance certificate wherever required as per the applicable statue
    VIII. Copy of the PAN Card
    IX. The Ancillary Units to BCCL (for the tendered items) must submit the notarized copy of the Ancillary Certificate. They should clearly indicate in their offer as to whether they are ancillary to BCCL for the tendered item or not. Further, they must indicate the assessed capacity and the quantity for which they have already received Purchase Order as ancillary.
    X. **Self attested copy of the Purchase Orders of the quoted/ similar item received from any Govt. Dept./ PSUs including CIL & its subsidiaries or reputed Private Sector Organisations received during last five years but not less than six months old from the due date of tender opening, failing which the offer shall be considered as non-responsive**.

28. General terms and Conditions**:** Unless otherwise specified in the NIT, the Purchase order, if placed, shall be subject to the General Terms and Conditions of Supply of Stores given with NIT as APPENDIX-I. In case there is a conflict in any particular term of the NIT with the General Term and Conditions, the terms of the NIT will prevail.

(II) Price Bid

I. The price bid should contain the following: The unit price (rate) must be quoted Firm and on FOR Destination basis with the following break-up:
   (a) Ex-Works unit Price,
   (b) Freight, Insurance, packing & Forwarding charges on lump sum basis

(c) Excise Duty, if applicable (it will be payable extra on the Ex-Works price against documentary evidence). In case the quoted price is inclusive of Excise Duty its existing rate included in the price must be indicated. If the tenderer is exempted from paying Excise Duty, the same must also be confirmed with valid documentary evidence. In case the rate of Excise Duty varies with the turnover of the company, and the price is exclusive of Excise Duty, the tender shall have to specify the rate applicable to BCCL. If the tenderer fails to specify the exact rate of ED applicable the maximum rate currently leviable shall be loaded on the price.

(d) Sales Tax: It will be payable extra as applicable. The commercial status of the firm shall be determined after offsetting the amount, if any payable towards VAT. Please confirm in the techno-commercial bid ;part I that the sales tax is not inclusive otherwise their offer may be ignored.

(e) Cenvat: Coal has become the excisable commodity with effect from March 2011.
In order to get CENVAT credit, the following information must be contained in the invoice issued by the supplier for Revenue and Capital goods:

- Serial number of the invoice ,
- Registration number,
- Address of the concerned central excise division,
- Name of the consignee,
- Description of the goods,
- Classification of the goods,
- Time and date of removal,
- Mode of the transport and vehicle registration,
- Rate of duty,
- Quantity and value of goods and
- Duty payable thereon.

Following information must be contained in the said document for availing CENVAT credit on input service

- Serial number,
- Name, address and registration no. of person providing taxable services,
- Name and address of the person receiving taxable services,
- Description, classification and value of taxable services provided or to be provided and Service tax payable thereon

Note

(A) The rate must be indicated in figures and words. If there is difference between both the amount appearing in words shall be taken for consideration.

(B) In case of imported stores and prices are on FOR Destination basis, only applicable sales tax and statuary levies (if any) will be payable extra. The price must be on FIRM basis . For importation proof self attested copies along with the originals of the following import documents must be furnished by the tenderer along with supply as per CIL norm:

(i) Packing List or Invoice of Principal (ii) Bill of Lading/ Airway Bill (iii) Bill of Entry (iv) Certificate of Origin

(v) Principal's Warranty & Inspection Certificate of The Principal.

The originals mentioned above shall be returned back to the successful tenderer after verification and endorsement. This clause is applicable for Indian agent/distributor only.

(C) In case of imported stores other than direct import by BCCL, the firm should quoted FOR Destination price in Indian Rupees and firm shall give a certificate along with their offer of their Auditors' certifying that they have paid Customs and other Duties as per the prevailing Custom Rates and refund if any shall be passed on to the buyer.

II. In spite of mentioning that the offer should be submitted by the tenderers on FOR Destination basis as per the above, in case a tenderer doesn't specify the basis of the price or quoted on Ex-Works or FOR Despatching station basis, the price will be loaded to arrive at the FOR Destination basis in the following manner:

Approx distance of the dispatching station from the consignee	Percentage FOR dispatching station price as freight	Packing & Forwarding Charges	Transit Insurance
Above 2001 Km	5%	2%	0.5%

1501-2000 Km	4%	2%	0.5%
1001-1500 Km	3%	2%	0.5%
501-1000 Km	2%	2%	0.5%
Below 500 Km	1%	2%	0.5%

III. Price Variation- Only firm price shall be quoted. No price variation will be allowed during the pendency of the contract excepting for statuary levies and duties, taxes.

IV. Tenders are required to furnish the details/ information as per enclosed format for transferring the money to the supplier's account trough e- banking while making payment.

Note: The tender document may be purchased from this office during working hours on any working day from 30-04-2012 against payment of the tender cost by cash or in the form of Demand Draft in favour of BCCL payable at Dhanbad. The sale of the tender document will stop 10 days before the due date of tender opening through post and one day before the due date in person. The tenderers submitting offer against downloaded tender document must submit the tender cost in the form of Demand Draft in favour of BCCL payable at Dhanbad and enclose the same in the part –I of their offer failing which their offer shall not be accepted.

Yours faithfully,

Dy.GM(MM)
For and on behalf of WD/BCCL

Enclosures:
Annexure–I: Technical Specification, Terms and schedule of requirement
Annexure – II: General Checklist.
Annexure – III: Bank Performa for payment
Annexure-IV: Bank Guarantee Format
Appendix-I: General Terms & Conditions.
Drawing.

NIT No.110031-32/01/02/SS WWPannel & Sieve Bend/ **Dated** 08-04-2012

ANNEXURE-I

Schedule Of Requirement

S. N.	**Description of Material**				**Qty. Reqd.**
A.	Stainless Steel Wedge Wire Pannel, Loop Type(All Dimensions in MM)				
	Size	Rod Dia	Pitch	Profile	
1	1220X521X0.75	12	70	32F	30 Nos.
2	1220X521X0.50	12	70	32F	100 No.
3	1220X521X0.30	12	70	32F	20 Nos.
B.	Stainless Steel Wedge Wire Sieve Bend , Loop Type(All Dimensions in MM)				
1	2215X798X0.75	12	70	32F	05 Nos.
2	1505X798X0.75	12	70	32F	05 Nos.
3	1810X1596X0.75	12	70	32F	04 Nos.

Material of Construction: Stainless Steel AISI 304 for profile and Cross rod and for Side Frames Mild Steel (in case of WW Pannels Side Frame will be of Rubber with locking strips of MS complete)

Note: Test certificate for material composition from any Govt/Govt approved lab required along with supply.

Dy.GM(MM)/WD

ANNEXURE- II

Check list of Commercial Term and Conditions

Tenderers are requested to confirm their acceptance or non acceptance for the various commercial terms and conditions as per NIT as mentioned below and submitted the same with their offer duly signed and stamped. For acceptance they have to write 'YES' and 'NO' for the non acceptance in the YES/No column.

S.No	Terms & conditions	Yes/No	Page/Clause ref. in offer
1	Quoted for NIT items and quantity		
2	Acceptance of Payment Term as per NIT		
3	Acceptance of Delivery Period		
4	EMD deposited		
5	Acceptance of Security Deposit clause		
6	Acceptance of Liquidated Damage Clause		
7	Acceptance of Warranty/Guarantee Clause		
8	Submission of dealership certificate		
9	Submission of test certificate		
10	Whether ancillary for the tendered item		
11	Whether NSIC/DGS&D regd. for the tendered item		
12	Acceptance of Price Fall Clause		
13	Acceptance of Force Majeure Condition		
14	Submission of Proof of proven-ness		
15	Submission of Approval Certificate		
16	Whether quoted Prices are firm as per NIT.		
17	Acceptance of validity period as per NIT.		

NOTE: i) ANY DEVIATION TO BE RECORDED SEPERATELY
ii)NON -ACCEPTANCE OF ANY OF THE TERMS AND CONDITIONS MAY LEAD TO REJECTION OF OFFER.

Sig. of the Tenderer with seal

ANNEXURE-III

PAYMERNT OF SUPPLIERS/CONTRACTORS IN TRIPLICATE

PROFORMA FOR COLLECTING PAYMENT THROUGH ELECTRONIC MODE INCLUDING ELECTRONIC FUND TRANSFER (EFT) & ELECTRONIC CLEARING SYSTEM (ECS).

1	VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S NAME & ADDRESS : (with Telephone No. & Fax No):	
2	PARTICULARS OF BANK ACCOUNT	
	A. BANK NAME	
	B. BRANCH NAME : (Including RTGS CODE)	
	TELEPHONE No AND FAX NO :	
	C. 9-DIGIT CODE NO OF THE BANK AND BRANCH : (Appearing on the MICR cheque issued on the bank) or 5 digit code of SBI	
	D. ACCOUNT TYPE : (S.B. Account/Current Account OR Cash Credit with code 10/11/13)	
	E. LEDGER NO/LEDGER FOLIO NO. :	
	F. ACCOUNT NUMBER (CORE BANKING) :	

3. DATE OF EFFECT

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or in correct information, I would not hold the user institution responsible. I have read the opinion invitation letter and agree to discharge responsibility excepted of me as a participant under the scheme. Any bank charges levied by the bank of such e-transfer shall be born by us.

Date

(----------)

Signature of the Customer/Vender/Supplier/Contractor

Certified that the particulars furnished above are correct as per our records.

(----------)

Signature of the Authorized Officials from the Bank

ANNEXURE-IV

Format of Bank Guarantee for Security Deposit *(On non-judicial stamp paper)*

Messers ----------, a Company having its office ---------- ---------- (hereinafter called the Contractor) has entered into a Contract No. ---------- ----dated ---------- (hereinafter called the said Contract) with Bharat Coking Coal Limited (hereinafter called BCCL, Buyer) to supply equipment on the terms and conditions contained in the said contract.

1. It has been agreed that hundred percent (100%) payment of the value of the equipment will be made to the Contractor in terms of the said contract on the Contractor furnishing to the purchaser a Bank Guarantee for the sum of ---------- equivalent to 10% of the value of order by the Contractor, as security for the due and faithful performance of the terms of the said contract and against any loss or damage caused to or would be caused to or suffered by Purchaser by reason of any breach by the said Seller of any of the terms and conditions contained in the said contract. The ---------- having its office at ----------has at the request of Seller agreed to give the guarantee hereinafter contained.

2. We, ----------Bank Ltd. do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser by reason of any breach by the said Seller or any of the terms and conditions contained in the said Contract or by reason of the Seller's failure to perform the said contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We shall not withhold the payment on the ground that the Seller has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between purchaser and the Seller regarding the claim. However, our liability under this guarantee shall be restricted to an amount not exceeding ----------.

3. We, ----------, further agree that the guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of the Purchaser under or by virtue of the said contract have been fully paid and its claims satisfied or purchaser certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Seller and accordingly discharge the guarantee.

Unless a demand or claim under this guarantee is made on us in writing on or before the ----------(date to be given), we shall be discharged from all liability under this guarantee thereafter.

4. We ,----------Bank Ltd., further agree with the Purchaser, that the Purchaser, shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said seller (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser, against the said Seller and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason or any such variation or extension being granted to the said Seller or for any forbearance act or omission on the part of the Purchaser, or any indulgence by the Purchaser, to the said Seller or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us. The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above, the Bank shall pay to the Purchaser the said sum of ----------(specify the amount) or such lesser sum as may then be due to the Purchaser and as the Purchaser may demand.

5. We,**……**.Bank Ltd., further agree to renew the Bank Guarantee from time to time at the request of the BCCL.
6. We, ----------Bank Ltd., lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser, in writing.
7.. The Bank has under its constitution power to give this guarantee and ---------- ---------- who have signed it on behalf of the Bank have authority to do so.
8. This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
Dated :..... Day of ..... 20…….
for ..... Bank Limited.

Signature of the authorised person for and on behalf of the Bank

Appendix-I

GENERAL TERMS AND CONDITIONS OF SUPPLY OF STORES

1 Definition : In the interpretation of the Contract and the general and special conditions governing it unless the context otherwise requires :

i. "Contract" means the invitation of 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 supplier.

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 assignee 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 – cum- Managing Director means Chairman – cum Managing Director of Bharat Coking Coal Limited,Dhanbad.

v. The term DRAWING shall mean the drawings, the plans specified in or annexed to the schedule of specification.

vi. The term "PURCHASE EXECUTIVE" shall mean the purchaser or purchaser named in the schedule to the 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 works 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. Specification
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 patter or sample sealed by the purchaser for guidance of the Inspector.
e. Trade pattern denoting a standard of the ISI or other standardizing authority of Bharat Coking Coal Limited and / or a general standard of the Industry and obtainable in the open market.
f. Proprietary make denoting the product of an individual manufacturer
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 & 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 famine 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 India 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 communications 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 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 the 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 Six months from the date of submitting quotations unless otherwise specified.

vi. Tender must invariably be submitted alongwith 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. Tender must clearly specify their recommended spare parts that will be supplied along with the main unit and item wise prices of the spares parts, also what are fast moving, medium moving, slow moving and insurance spares and the period upto which they are likely to last.

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

ii. All samples required for inspection or test shall be supplied by the successful tenderer 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, assign the contract or any part thereof or interest therein or benefit or advantage thereof in a 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 as 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 for compensation against the purchase.

iii. If the contract is not determined as provided in the sub-clause 1.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) of this sub-clause, it shall be lawful of 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 Ltd. and/or its subsidiary companies as to any matter or thing concerning or arising out of this sub-clause or any question whether the supplier or any partner of the supplier firm has committed a breach of any of the conditions in this sub-clause contained shall be final and binding on the supplier.

11 Use of raw materials secured with Government assistance:

a. Where any raw material for the execution of the contract is procured with the assistance of CIL and or its subsidiary companies by purchase or under arrangement made or permit, license, quota certificate or release order issued by or on behalf of or under authority or by any officer empowered in that behalf by law, or is issued from government stock and where advance payments are made to the supplier to enable him to purchase such raw materials for the execution of the contract, the supplier.

I. Shall hold such material as trustee of Coal India Limited and / or its subsidiary companies.

II. Shall use such material economically and solely for the purpose of the contract.

III. Shall not dispose of the same without the previous permission in writing of the purchaser; and

IV. Shall tender due account of such material and return to the purchaser at such place as the purchaser may direct all surplus or unserviceable material that may be left after the completion of the contract or its termination for any reason whatsoever. On returning such material, the supplier shall be entitled to such price thereof as the purchaser may fix having regarding the condition of such material.

b. Where the contract is terminated due to any default on the part of the supplier, the supplier shall pay all transport charges incurred for returning any material upto such destination as may be determined by CIL 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 CIL and or its subsidiary companies all money, advantages of profits accruing from or which in the usual course would have accrued to him by reasons of such breach.

d. Where the stores manufactured or fabricated by the supplier out of the materials arranged or procured by or on behalf of Coal India Limited and / or its subsidiary companies are rejected the supplier shall, without prejudice to any other right or remedy of the Government, pay to the Government on demand the cost price or market value of all such materials whichever is greater.

12 The tenderers in case of imported items, shall clearly mention in the question 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 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. The 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

14 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 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.

15 **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 and specified in the contract or supply order or any amendment thereof.

a) Facilities for Test and Examination : The supplier shall, at his own expenses, afford to the Inspector all responsible facilities and such accommodation as may be necessary for satisfying it, 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.

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 examination all or any of the stores manufactured by the supplier to any premises other than his (suppliers) and in all such cases the supplier bear the cost of transport and/or carrying out such tests elsewhere. A certificate in writing of the Inspector that the supplier has failed to provide the facilities and the means, for test and examination shall be final.

c) Delivery of Stores for Test : The supplier shall also provide and deliver the test free of charge, at such place other than his premises as the Inspector may specify, such materials or stores as he may require.

d) Liability for Costs of Laboratory Test : In the event of rejection of stores or any part thereof by the Inspector in consequence of the sample thereof, which removed to the laboratory or other place of test, being found on test to be not in conformity with the contract or in the event of the failure of the supplier for any reason to delivery 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 suppliers account.

g) Inspector – Final Authority and to Certify Performance

i. The Inspector shall have the power : Before any stores or part thereof are submitted for inspection to certify that they can not be in accordance with the contract owing to the adoption of any unsatisfactory method of 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 inspection of such portion thereof as he may in his discretion think fit, he satisfied that the same is unsatisfactory; and

iv. To mark the rejected stores with a rejection mark so that they may be easily identified if resubmitted.

(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 suppliers bearing the cost of freight, if any, on such replacement without being entitled to any extra payment on the account; or

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

iii. Cancel the contract and purchase or 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.

(j) 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 shall 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 can not be so marked shall, if so required by the Inspector, be packed in suitable package or cases each of which shall be sealed and marked with such mark.

(m) Removal of Rejection

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

ii. Such rejected stores shall under all circumstances lie at the risk of the supplier for the moment such rejection and if such stores are not removed by the supplier within the period aforementioned, the Inspector/Purchaser may either return the same to the supplier at his risk and cost a public tariff rate by such mode of transport as the purchaser or Inspector may select, or dispose of such stores at the supplier's risk on his account and retain in such portion of the proceeds as may be necessary to cover

any expense incurred in connection with such disposal. The purchaser shall also be entitled to recover handling and storage charges for the period during which the rejected stores are not removed.

(n) Inspection Notes: On the stores being found acceptable by the Inspector, he shall furnish the supplier with necessary copies of inspection note duly completed, for being attached to the supplier's bill thereof.

16. Packing and Transport

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

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

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

(d) Packages must be so marked that identification is made easy.Packages will be stamped with identification marks both outside the packages as well as on the contents inside. Packages containing articles liable to be broken by rough handling like glass or machinery made of cast iron will be marked with cautionary works like 'Fragile', 'Handle with care'. Weight of each 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.

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

18. 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 any embargo or blockage, or fire, flood, acts of nature or any other contingency beyond the suppliers' control due to act of God then CIL or its subsidiary Companies may allow such additional time by extending the delivery period, as it considers to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by the CIL 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.

19. 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 officer) 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.

20. 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.

21. The supplier shall at all times indemnify CIL 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 CIL 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

22. **Freight:** The stores shall be dispatched at Public tariff rates in the case of FOR station of dispatch contract and the stores shall be booked at full wagon rates whenever available and by the most economical route or by the most economical tariff available at the time of dispatch as the case may be. Failure to do so will render the supplier liable for any avoidable expenditure causes to the purchaser. Where alternative routes exist, CIL 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.

23. **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.

24. **Laws Governing the Contract.**

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

(b) Irrespective of the place of delivery, the place of performance of place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender or supply order has been issued.

(c) Jurisdiction of Courts: The courts of the place from the acceptance of tender has been issued shall alone have Jurisdiction to decide any dispute arising out of or in respect of the contract.

(d) Marking of Stores: The marking of the stores must comply with the equirement of the law relating to merchandise marks for the time being in force in force in India.

25. **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 in 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 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 Panel 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 shall be final and binding on the supplier.

26 Insolvency and Breach of Contract

a) Coal India Limited and or its subsidiary companies may at any time by notice in writing, similarly determine the contract without compensation to the supplier in any of the following events that is to say –

If the supplier being an individual or if a firm any partner thereof shall at any time be adjudged insolvent or shall have a receiving order or order of administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangements or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act.

b) If the supplier being a company is wound up voluntarily by the order of a court or a receiver, Liquidating Manager on behalf of the Debenture-Holders is appointed or circumstances shall have arisen which entitles the court or Debenture-Holders to appoint a Receiver, Liquidator or Manager.

c) If the supplier commits any breach of the contract not herein specifically provided for – Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also the supplier shall be liable to pay to the purchaser for any extra expenditure he is thereby put to and the supplier shall under no circumstances be entitled to any gain on repurchase.

27. Progress Report

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 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.

28. All disputes arising out of this contract shall be under the jurisdiction of Dhanbad /Jharkhand High Court only.

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BHARAT COKING COAL LIMITED

(A Subsidiary of Coal India Limited)

Office of the General Manager(I/C), WASHERY DIVISION

SARAIDHELA, DHANBAD : 828127

Phone No.0326-2202002;FaxNo.0326-2222644

Ref No.110031-32/01/02/SS WW Pannel & Sieve Bend/ **081** **Dtd**.08-05-2012

To,
The Chief Public Relations Officer,
BCCL, Koyla Bhawan,
Dhanbad

Sub: **Publication of NIT in Newspapers as per Company Policy**
Ref: **NIT No. 110031-32/01/02/SS WW Pannel & Sieve Bend/22 Dtd.08-05-2012**

Dear Sir,

Kindly arrange publication of the above referred NIT in the Newspapers as per the company policy. The details of NIT are as mentioned below:

1. Notice Inviting Tender No. : 110031-32/01/02/SS WW Pannel & Sieve Bend/**022** Dtd.08.05.2012
2. Description of the Item : SS Wedge Wire Pannels & Sieve Bends for Dugda Coal Quantity Reqd. : Total 150 Nos. of Pannels of three sizes & 14 Nos. of Sieve Bends of three sizes.
3. Start Date for Sale of Tender Document: 18-05-2012
4. Last Date of Sale of Tender Document : 16-06-2012
5. Last date of submission of tender :18-06-2012 upto 01.00 PM
6. Due date of opening of tender :18-06-2012 at 03.00PM
7. Estimated Value :Rs.12,33,650.79
8. Cost of Tender Document : Rs.2,000/- including of drg. fee
9. Earnest Money : Rs.24,673.00
10. Tendering Authority : Dy.GM(MM), BCCL, Washery Division, Saraidhela, Dhanbad-828127

The paper cuttings may kindly be sent to us before above mentioned due date of tender opening to enable us to open the tender on the due date.

Yours Faithfully,

(SR Singh)
Dy.GM(MM)
Washery Division

CC to:
1) GM(I/C)/ CM(CP)-I,WD
2) PO, DCW- ref indent nos.4450018/1/10 dtd.02-03-11&4450017/1/10 dtd.28-02-11