Bharat Coking Coal Limited A Mini Ratna Company (A Subsidiary of Coal India Limited- A Maharatna Company) Regt. Off: **Koyla Bhawan, Koyla Nagar Dhanbad-826005** CIN: U10101JH1972GOI000918		**Office of The General Manager** Katras Area (Area IV) PO: Sijua, DIST: Dhanbad Ph: 0326-2372823 Fax: 0326-2371213 Website: www.bcclweb.in
Under jurisdiction of Dhanbad Court and Jharkhand High Court **NOTICE INVITING TENDER** (OPEN DOMESTIC TENDER)		

Tender No.: BCCL/Katras-IV/MM-Pur/Safety Materials/18-19/112 Date: 29.09.2018

(NOTICE INVITING TENDER (OPEN, DOMESTIC))

I. Sealed bids are invited only from the proven firm or a firm exclusively authorized by the proven firm to quote against this tender for supply (**refer 'Proven-ness Criteria' at Annexure-I**) of items as per the scope of supply/schedule of requirement and technical specifications indicated below in Table A, and as per the terms and conditions given hereunder.

Bidders shall be considered proven who will fulfill 'Proven-ness Criteria' specified at **Annexure-I.**

II. DETAILS OF TENDER

a) Mode of Tender	Tenders to be submitted as specified in **'IV. METHODOLOGY OF SUBMISSION OF TENDER'**
b) Type of Tender	**TWO BID**
c) Estimated Value of Tender	**Rs 63,272.00 (approx.)**
d) Earnest Money Deposit	**Nil**
TIME SCHEDULE OF TENDER	
Due date and time for submission of bids	**09.11.2018 at 11:00 AM**
Due date and time for opening of bids	**09.11.2018 at 11:30 AM**

Table-A: Tech. Specs/Schedule of Requirement and Scope of Supply as per Annexure A

Procurement of items

S. No.	Item Description	U.O.M.	Quantity
1.	Acetylene Regulator D/A Double Stage	No	04
2.	Oxygen Regulator 2nd Stage	No	04
3.	Heavy Duty 6.6KV Flexible Electrical Safety Class Rubber Insulated Gloves	No	30
4.	Analog Multimeter	No	10

III. INSTRUCTIONS TO BIDDERS:

A. Any order resulting from this enquiry shall be governed by the terms and conditions in order & enquiry.

B. Where counter terms and conditions have been offered by the supplier, the purchase shall not be governed by them unless specific acceptance has been given in writing in the order by the purchaser. **No deviations to the terms & conditions are allowed**.

C. The Company has the right to cancel the enquiry or extend the due date of receipt of offer and/or opening of tender without assigning any reason thereof.

D. BCCL reserves the right to vary the quantity of the above items.

IV. METHODOLOGY OF SUBMISSION OF TENDER:

The bidders must submit their offer i.e. PART – I and PART – II in sealed cover addressed to AREA MANAGER (PURCHASE), OFFICE OF GENERAL MANAGER, KATRAS AREA, BHARAT COKING COAL LIMITED, PO- SIJUA, DIST. DHANBAD (JHARKHAND) - 828121, INDIA, **super scribed with the name and address of the tenderer, tender number & date and time of opening of tender,** on or before the Bid submission end date and time.

The **PART–I** will contain all Techno-Commercial Terms and Conditions except **PRICE.**

The **PART-II** will contain only **PRICE BID**.

Important Note:

All applicable Annexures are to be submitted by the tenderer after signing in each page along with seal of the company.

- Any document (except printed leaflets and catalogues) submitted by the bidders along with their bids MUST bear the seal and signature of the bidder. No such unauthenticated documents shall be entertained/accepted unless they are properly authenticated (signed and duly stamped) by the bidder.
- The Company shall not be responsible for any delay on part of the bidder in submission of tender. In case the tender is not received within the aforesaid period, the bid will be out rightly rejected.
- The Tenders submitted without EMD (Except for the firms which are specifically exempted from EMD in the tender documents) are liable for rejection without any further correspondence.

V. COMMERCIAL TERMS AND CONDITIONS:

Bidders are requested to read carefully following terms and conditions. **It is essential for the bidders to unconditionally accept all the terms and conditions indicated below:**

1 EARNEST MONEY DEPOSIT:

The value of Earnest money to be deposited by the tenderer shall be as indicated on the first page of this NIT document under 'Details of Tender'. For submission of EMD through DD, the Demand Draft should be in favor of BHARAT COKING COAL LTD. payable at Dhanbad. The bidder has to deposit the original DD against EMD, which must be received in the office of the Area Manager (Purchase), KATRAS Area along with the PART-I of tender.

For the unsuccessful tenderer, the Earnest money shall be refunded after finalization of tender. The EMD shall be forfeited if the tenderer withdraws their offer before finalization of the tender or fails to submit the order acceptance within 15 days from the date of order.

For successful bidders, the EMD shall be refunded after receipt of acceptance of the order along with the Security Deposit from the bidder.

Tenders submitted without EMD (Except for the firms which are specifically exempted from EMD in the tender documents) are liable for rejection without any further correspondence.

2 EXEMPTION FROM EARNEST MONEY/SECURITY DEPOSIT:

Certain categories of bidders are exempted from submission of EMD. Such bidders will have to upload the scanned copy of the documents as specified below in support of their claim for exemption of EMD during submission of bid online:

Sl. No.	Category of bidders	Documents against exemption of EMD
1	State/Central Government Organizations/PSU	Any Documentary evidence issued by Govt. authorities Self Certified and attested by Notary Public
2	DGS&D/NSIC registered Firms	Valid and Complete DGS&D/NSIC Registration certificate for the tendered items Self Certified and attested by Notary Public
3	Ancillary Units of BCCL	Valid and complete Ancillary Status certificate for the tendered items Self Certified and attested by Notary Public
4	Overseas OEM/OPM and their authorized agent/distributor/dealer in India	Authorization from the Overseas OEM/OPM to quote for the tender.
5	MSME registered firms: Micro and Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Aadhaar or any other body specified by the Ministry of MSME for tendered items.	Notarized (Public Notary) valid copy of their registration certificate for claiming the exemption. Firms registered with Udyog Aadhaar will have to submit Notarised (Public Notary) valid copy of Udyog Aadhaar Memorandum for claiming exemption. The certificate should clearly indicate that firm is a Micro and Small Enterprises. Firms should upload the scanned copy of the Notary attested valid registration certificate issued by above authorities along with techno-commercial bid. **Note:** Participating MSE bidders are required to declare their Udyog Aadhar Memorandum

		Number, failing which, such bidders will not be able to enjoy the benefits as per Public Procurement Policy of MSE's Order 2012.

If any State /Central Government Organization / PSU and valid DGS&D registered (for the tendered items) firm will submit attested (Attested by Notary Public) photocopies of documentary evidence (complete) (valid on the date of opening of Cover-I) issued by Government authorities for according exemption towards submission of EMD/Security Deposit, they may be considered for exemption from submission of EMD/Security Deposit.

The NSIC registered firms/MSEs shall be exempted from paying EMD only as per provision of Public Procurement policy for MSEs Order, 2012. However, they are not exempted from submission of Security Deposit.

In case of NSIC/DGS&D registered bidders, for availing exemption from submission of EMD, all the items quoted by the bidders, have to be covered by registration with NSIC/DGS&D. In other words, if any of the quoted items is not covered by NSIC/DGS&D registration, the bidder has to submit EMD.

Similarly, ancillary units of BCCL shall be exempted from EMD/SD for the items for which they are declared as ancillary units of BCCL. If any of the quoted items is not covered in the ancillary certificate, the bidder has to submit EMD/SD. Ancillary units will have to submit attested (Attested by Notary Public) photocopies of documentary evidence in this respect.

For procurement value less than Rs. 1,00,000.00 (Rs. One Lakh only), EMD/Security Deposit shall not be required.

3 **VALIDITY OF THE OFFER:**

The validity of the offer should be for a period of **180 days** from the date of tender opening.

4 **PRICES:**

PRICE: Price quoted must be **FIRM till execution of contract and on F.O.R. destination basis** for delivery up to the Store specified in 'Consignee' clause. Safe arrival of materials up to destination shall be the responsibility of the supplier.

The price should be quoted in the specified format **available on-line,** showing Packing & Forwarding, Freight & Insurance Charges up to destination.

Delivery is to be effected by Road Transport. The prices shall be quoted separately **item wise**.

Discount, if any, should be clearly spelt out in words and figures. **Conditional discount/Quantity Discount/Cash Discount will not be considered for tender evaluation purpose**. Discount to be given on basic price only.

In case FOR destination price is quoted and if offer is **SILENT** about Packing, Forwarding, Freight, Insurance & any other charges, the same shall be treated as **INCLUSIVE** in the price.

If the Ex-works price only is quoted without indicating Packing & Forwarding Charges, Freight, Transit Insurance Charges up to destination, the Ex-works price so quoted shall be loaded for these elements as follows for composite evaluation.

i. P & F Charges- @2.00% of Ex-works price (Two percent)

ii. Freight - In case of FOR dispatching station offer, the following percentage will be added to arrive at the FOR destination price, as element of estimated freight up to destination

Approximate distance of dispatching station from site	% of FOR dispatching station price
Above 2001 Km.	5%

1501 to 2000 Km	4%
1001 to 1500 Km.	3%
501 to 1000 Km.	2%
500 Km. And below	1%

For the purpose of composite evaluation of offer, the bidder shall confirm the following details:

Name of Dispatching Station	Distance by Road, from Dispatching station To Dhanbad

iii. **Transit Insurance**-@ 0.20% of (Ex-works price + P&F Charges + Duties & Taxes + Freight).

In case the bidder quotes the exact amount of freight or the packing and forwarding charges or transit insurance charges, the same will be added in place of the above percentage amount.

Note: The prices must be quoted as per FORMAT at Annexure-C.

Evaluation of Tenders shall be done on total cost basis i.e. Total Landed Cost (inclusive of taxes and duties, after availing Input Tax Rebate (CGST, SGST or IGST or UT-GST, if any).

In case BCCL is eligible to avail the benefit of Input Tax credit on tendered items, the value of CGST, SGST or IGST or UT-GST will be deducted/ reduced to the extent of setoff allowed to BCCL (depending upon the nature/category of item) for arriving at the landed price.

Thus Net Landed Price shall be as follows:

[(Landed Price) Less (Input Tax Credit on CGST/SGST/UT-GST/IGST)]

5 TAXES AND DUTIES:

1. Percentage / Specified amount of Taxes and duties should be clearly mentioned, otherwise, BCCL reserves the right to reject such offers. Taxes and duties applicable on the date of Price-bid opening will be considered for calculating landed price for comparison/status purpose against this tender.
2. CGST and SGST: If bidder is having local office/warehouses in the state where goods are to be supplied; and is having valid GSTIN number in that state, then CGST and SGST, if applicable, will be payable extra as per prevailing GST Act and Rules, i.e. in case of intra-state supply. Refund, credit, if any, obtained of CGST and SGST shall be passed on to BCCL which shall be certified by the Auditor of the supplier at the time of supply.
3. IGST: If goods are supplied from a state other than the state where goods are to be supplied; and supplier is not having any office/warehouses in that state, then IGST, if applicable, will be payable extra as per prevailing GST Act and Rules, i.e. in case of inter-state supply. Refund, credit, if any, obtained of IGST shall be passed on to BCCL which shall be certified by the Auditor of the supplier at the time of supply.
4. The legally applicable rate of GST should be clearly mentioned in the commercial bid and the rate in the price bid.
5. Delivery is to be effected on door delivery basis thus successful bidder will have to arrange the prescribed e-Way bill at their end.
6. In case of Taxes and Duties like CGST, SGST/UT-GST or IGST the applicable rate of these duties in terms of %age is to be entered in the relevant fields in the Price Bid/BoQ.
7. The rate of CGST, SGST/UT-GST or IGST entered by the bidder in BOQ sheet should be legally applicable rate of GST at the time of submission of bid.
8. If bidder is eligible for lower than the normal rate is applicable (Bidder has opted Composition Scheme) in their case, then bidder has to upload the authenticated document(s) towards such exemption online & furnish the authentic documents along with certificate of practicing CA/CMA/CS clearly mentioning that Bidder is eligible to opt the

scheme and fulfils all the conditions as mentioned in the notification in this regard.

9. If the bidder is exempted from paying GST, the same must also be confirmed with valid documentary evidence.
10. **INPUT TAX CREDIT:** BCCL is entitled to avail input tax credit on account of CGST, SGST, IGST for indigenous products and IGST for imported products. Hence, set off allowed against CGST, SGST & IGST (both) as per relevant tax act shall be considered for determining tender status for which bidders shall agree to submit following documents, at the time of supply, along with their bills for enabling BCCL to avail input tax credit.
    A. Invoice issued by the supplier should contain following elements as per Section 31 of CGST ACT, 2017 and GST Invoice, Credit and Debit Note Rules, 2017
        - Name, address and GSTIN of the supplier;
        - Serial number of Invoice (should not be hand-written);
        - Date of its issue;
        - Name, address and GSTIN or UIN;
        - Name and address of the recipient and the address of delivery, along with the name of State and its code;
        - HSN code of goods or Accounting Code of services;
        - Description and quantity of goods or services;
        - Total value of supply of goods or services or both;
        - Taxable value of supply of goods or services or both taking into account discount or abatement, if any;
        - Rate of tax as well as amount of tax; (Central tax, State tax, Integrated tax, Union territory tax or cess)
        - Place of supply along with the name of State, in case of a supply in the course of inter-State trade or commerce;
        - Address of delivery where the same is different from the place of supply;
        - Whether the tax is payable on reverse charge basis; and
        - Signature or digital signature of the supplier or his authorized representative.

    B. Suppliers / Service providers should show CGST, SGST or IGST element separately in their offer and invoice should be raised as per GST Invoice Rule and GST Input Tax credit rules.

    C. Bidder has to submit a declaration on invoice or as separate Annexure along with that CGST, SGST or IGST as mentioned in Invoice has been deposited and prescribed return has been uploaded on GST Portal as per the provision of GST Act and rules thereon.

    D. In case the tendered item is eligible for Input Tax Credit/Rebate then the L-1 status shall be decided by deducting the minimum Input Tax Amount component from the Total Rate i.e. Rate inclusive of all Taxes / Duties.

    E. GST Registration Number of BCCL in case of supply for Jharkhand is 20AAACB7934MFZB and in case of supply of West Bengal is 19AAACB7934M2Z7. Kindly note that the above mentioned IDs are provisional ID and when GST authority issues final registration certificate, the same shall be indicated. In case Supply Contract is concluded on you, your bills should bear this number to enable BCCL to claim Input Tax Credit.

    F. Amount of Statutory levies like CGST, SGST or IGST will be released when the same will appear in GSTR-2 of BCCL in the common portal of GST.

    G. In case of Motor Vehicle, if TCS will be collected, bidder will issue TCS Certificate in prescribed form i.e. 27D.

    H. Input Tax Credit is also available on IGST paid (in lieu of subsumed counter veiling

duty, special additional duty of customs etc.) for which bidders are required to confirm in their offer that they will submit a copy of bill of entry along with their bills in case of import.

I. The L-1 status shall be decided by deducting the Input Tax Credit (CGST, SGST or IGST or UTGST as the case may be) Amount / Minimum Amount component from the Total Rate by the system. However, if Bidder has opted composition scheme to deposit GST under section 10 of CGST Act, 2017 INPUT TAX CREDIT will not be available to BCCL, hence the CGST/SGST/IGST/UTGST will not be deducted while determining the L-1 status.

J. In case of successful bidder(s), if at the time of supply, it is found that Input Tax Credit Invoice (Credit available to BCCL on this account) is less than the 'Input Tax Credit Amount' declared in the Price Bid, the differential amount between the two shall be recovered from the Supplier. It will be the responsibility of the supplier to provide all documents to BCCL required to claim Input Tax Credit as per the GST Rules.

Statutory Variation: If there is any statutory change in GST/SGST/UT-GST within contractual delivery period, the same shall be admissible and will be paid at actual based on documentary evidence. However, no upward revision in the same beyond original delivery period shall be admissible.

6 **PAYMENT TERMS:**

a) For indigenous supplies:

100% within 21 days of receipt and acceptance of the materials by the consignee or from the date of receipt of Bill(s), complete in all respects, whichever is later, by the consignee.

In case of indigenous supplies, tenderers are required to furnish the following details/information in the PROFORMA given below, which must be duly filled in and bear signature to be submitted along with techno-commercial bid Part-I for transferring the Money to the supplier's account through Electronic Mode including Electronic Fund Transfer (EFT) & Electronic Clearance System (ECS) while making payment by BCCL: -

Copy of **PROFORMA (Originally signed by the tenderer and banker)** will have to be submitted by the bidder during bid submission**.**

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)	
	ADDRESS:	
	C. 9-DIGIT CODE NUMBER OF THE BANK & BRANCH (Appearing on MICR Cheque issued on the Bank) Or 5-DIGIT Code Number of SBI	
	D. ACCOUNT TYPE: (S.B. Account/Current Account or Cash Credit with Code 10/11/13) **E. LEDGER NO./LEDGER FOLIO NUMBER**: **F. ACCOUNT NUMBER (CORE BANKING) & STYLE OF ACCOUNT** (As appearing on the Cheque Book)	

	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 incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the scheme. Any bank charges levied by the bank of such e-transfer shall be borne by us. Date: (……) Signature of the Customer Vendor/Supplier/Contractor Certified that the particulars furnished above are correct as per our records. (……) Signature of the Authorized Officials from the Bank
7	**CONSIGNEE PARTICULARS:** Depot Officer, Regional Stores, Katras Area, P.O. Katrasgarh, District - Dhanbad, PIN-828113, Jharkhand
8	**PACKING**: Packing of all the materials shall conform to the requirements of the carriers to ensure safe delivery of the consignment.
9	**DELIVERY REQUIREMENT- (As per Annexure –A)** 1. The bidders are required to supply the ordered quantity as per the delivery schedule mentioned in **Annexure-A**. Delivery schedule shall be reckoned from the date of supply/purchase order and the date of receipt of materials at our stores shall be treated as the date of delivery. 2. Normally extension of delivery period will not be granted. However, in case extension of delivery period becomes essential, the supplier will send their request for extension of delivery period to the purchaser before expiry of delivery period. In the event of failure to supply the ordered material within the stipulated delivery schedule, the successful tenderers must obtain extension of delivery period, with or without liquidated damage, before dispatch/supply of the ordered goods. Supplies made without obtaining extension of delivery period shall be liable for non-acceptance at the stores. 3. If the order is placed on the assurance of earlier delivery offered in preference to the lowest acceptable offer, in case of failure, the successful bidder will be liable to pay the difference between the lowest acceptable offer and the price at which the order is placed on the successful bidder. 4. **Distribution of Order:** In case the L1 tenderer has capacity constraints to supply the materials within the stipulated delivery period, L1 tenderer shall be booked up to their offered capacity to supply within the specified delivery period. For balance requirement, the L1 price (landed) shall be counter offered to L2 tenderer and after their acceptance L2 tenderer shall be booked for their offered capacity. Similar process of counter offering L1 rate to L-3 and L-4 vendor and so on and placement of order for their offered quantity subject to their matching L-1 rate will continue till the full requirement is covered for supply within the specified delivery period. 5. The date of receipt of the materials by the consignee will be considered as the date of delivery. 6. **Transportation:** It is incumbent on the supplier to transport the contracted materials/ supplies through registered common carriers only and documentation should be done as per provision of the carriage by Road Act, 2007. Any transportation of goods

	through unregistered common carriers is illegal. 7. **Packing:** Packing of all the materials shall conform to the requirements of the carriers to ensure safe delivery of the consignment. Note: A. Offers not complying with the above delivery requirement shall not be considered. B. <u>For Materials other than Equipment (If specific delivery schedule is mentioned in the NIT):</u> The bidder should be in a position to supply at least 25% of the total quantity for which the tender has been issued, within the specified delivery schedule. C. <u>For Equipment (If specific delivery schedule is mentioned in the NIT):</u> The bidder should be in a position to supply in the specified delivery period at least 50% of the total quantity for which the tender has been issued. Offers from bidders who fail to comply with the above qualification criteria shall be considered unresponsive.
10	**<u>PENALTY FOR DELAY IN SUPPLY (L. D. CLAUSE</u>):** The bidders will confirm their acceptance of the following **Liquidated Damage Clause:** In the event of failure to deliver the equipment/stores within the stipulated date/period to effect supply in accordance with the terms and conditions and the specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, Bharat Coking Coal Ltd., shall be entitled at its option either to enforce the following: a) To recover from the successful bidder as agreed liquidated damages, a sum of 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% (Ten Percent**) and where felt necessary by BCCL it may be increased up to 15 %. b) To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk and expenses of the defaulting supplier and also/or c) To purchase elsewhere after notice to the successful tenderer on the account and at the risk of the defaulting supplier, the equipment/stores not supplied or others of similar description without canceling the supply order in respect of the consignment not yet due for supply/or d) To extend the period of delivery with or without liquidated damages as may be considered fit and proper. The liquidated damages if imposed, shall not be more than the agreed liquidated damages referred to in (a) above except in case of force majeure condition. e) Whenever under this contract any sum of money is recoverable from and payable by the supplier, Bharat Coking Coal Ltd., 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 Bharat Coking Coal Ltd., the balance amount on demand of the remaining balance. The supplier shall not be entitled for any gain on any such purchase. f) To forfeit the security deposit fully or in part.
11	**<u>RISK PURCHASE</u>:** In the event of failure of the supplier to deliver or dispatch the stores within the stipulated date / period of the supply order, or in the event of breach of any of the terms and conditions mentioned in the supply order, Coal India Ltd., or its subsidiary Companies have the right to purchase the stores from elsewhere after due notice to the defaulting supplier at the risk and cost of the defaulting supplier. It is clearly mentioned that in the event of failure of the supplier as detailed above, the cost as per risk purchase exercise may be recovered from the bills against any other supplies pending in the same Subsidiary Co. and also in any other Subsidiary Companies/ Coal India Limited.
12	**<u>FORCE MAJEURE CONDITIONS</u>:** If the execution of the Contract / Supply Order is delayed beyond the period stipulated in the

	Contract / Supply Order as a result of hostilities, declaration of embargo or blockade or flood, acts of nature or any other contingency beyond the supplier's control due to act of God, then BCCL may allow such additional time by extending the delivery period as is considered justified by the circumstances of the case and its decision shall be final. In case additional time is granted by BCCL for execution of the Contract / Supply Order, the Contract / Supply Order shall be read and understood as if it had contained from its inception the delivery date as extended. a) The successful bidder will advise, in the event of his having to resort to this clause, by a registered letter, duly certified by the local chamber of commerce, or statutory authorities, the beginning and end of the causes of the delay, within 15 days of the occurrence and cession of such force majeure conditions. In the event of delay lasting out of force majeure, BCCL will reserve the right to cancel the contract, and provisions governing termination of contract as stated in the bid documents will apply. b) For delay arising out of Force majeure, the bidder will not claim the extension in completion date for a period exceeding the period of delay attributable to the causes of 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 conditions exist in the place of operation of bidder even in the time of submission of bid, he will categorically specify them in his bid, and state whether they have been taken in to consideration in their quotation.
13	**COMPOSITE GUARANTEE / WARRANTY:** **The supplier shall guarantee for the satisfactory performance of the supplied items for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance, whichever is earlier**. In the event of any defects in materials, design and workmanship during the aforesaid period is found due to faulty design or poor workmanship, the defective part or parts will be replaced by the supplier at site free of cost within 30 days of settlement of warranty claims. The bidder will be required to stock spare parts to take care of warranty failures. Spares should be available within 2 weeks of the breakdown being intimated to them. The guarantee/composite warranty shall be submitted along with the bill. The warranty shall cover for the composite item so that the necessity of having to approach different manufacturers of various components of the supplied item does not arise and all services under warranty clause shall be the responsibility of the ultimate supplier of the composite item. You will also replace the defective parts, if any, during the warranty period free of cost. The responsibility to collect the defective / rejected material will lie with the supplier and the cost for such collection will have to be borne by the supplier.
14	**PRICE FALL CLAUSE:** The price charged for the Stores / Equipment supplied against the order, if placed, shall in no event exceed the lowest price at which the bidder shall sell or offer to sell the Stores / Equipment of identical description to its any other customer during the pendency of the Contract / Supply Order. If the successful tenderer at any time during the pendency of the Contract / Supply Order sells or offers to sell such stores to any customer, at a price lower than the price stipulated in the Contract / Supply Order placed by BCCL, the successful tenderer shall forthwith notify to BCCL such reduction in sale price of stores / equipment supplied after such reduction coming into force shall stand correspondingly reduced.

15 **SECURITY DEPOSIT:** The successful tenderers will be required to deposit as security money 10% of the value of the contract (including Taxes, duties, and other charges to the FOR Destination prices) without having any ceiling in the form of Bank Draft / Bank Guarantee within 15 days from the date of order. The validity of B.G. will be for a period of three months beyond the expiry of delivery period. If the successful tenderer fails to deposit the security deposit within 15 (fifteen) days from the date of order, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by BCCL. For successful tenderers, the Security Money shall be refunded within 30 days of satisfactory execution of contract. For unsatisfactory execution of contract and / or failure of execution of contract, the security money shall be forfeited. The Bank Guarantee should be submitted on Rs. 250/- non-judicial stamp paper as per the enclosed format at enclosed Appendix-I. Security money may be converted in to PBG where ever PBG is required.

For orders with Performance Bank Guarantee Clause, the Security Deposit shall be refunded after successful completion of the supply/commissioning (wherever applicable) and against receipt of the acceptable performance Bank Guarantee.

16 **SUBMISSION OF BANK GUARANTEE:**

The Bank guarantee issued by the Issuing Bank on behalf of Contractor/Supplier in favor of "Bharat Coking Coal Ltd." shall be in paper form as well as issued under "Structured Messaging System". The details of beneficiary for issue of BG under SFMS platform is furnished below: -

Name of Beneficiary & his details	Name	Bharat Coking Coal Ltd.	OR	Name of Beneficiary & his details (7036)	Name	Bharat Coking Coal Ltd.
	Area	Katras Area-IV			Area	Katras Area-IV
	Bank A/c No.	10976596520			Bank A/c No.	047505001406
	Department				Department	
Beneficiary Bank, Branch & Address	State Bank Of India			Beneficiary Bank, Branch & Address (7036)	ICICI Bank Ltd.	
	Main Branch, Dhanbad.				Opp. Chaudhary Nursing home, Katrasgarh, Dhanbad- 828113	
IFSC Code	IFSC Code : SBIN0000066			IFSC Code (7035)	IFSC Code : ICIC0000475	

The above particulars are to be incorporated by the issuing bank properly while issuing BG under SFMS mode to avoid any problem in future.

Original Bank Guarantee issued by the Issuing Bank shall be sent by the Issuing Bank to Concerned Department/Area by Registered post (AD).

17 **INSPECTION AND TESTS:**

i)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.

ii) Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods or make all alternatives necessary to meet specification requirements free of cost to the Purchaser.

iii) The Purchaser's right to inspect, test and, where necessary, reject the goods after the Goods arrival at the destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representatives prior to the Goods supply.

iv) Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.

v) The purchaser shall, at its discretion, have the right to test the ordered material in a Government Test House or in a test house nominated by the purchaser. In case of failure of the

	material after testing, the cost of tests as well as of the material shall have to be borne by the supplier. VI) The final inspection shall be done at the end of ultimate consignee.
18	**BENEFITS TO ANCILLARY UNITS:** Ancillary units of BCCL shall be extended the benefits, as per the prevailing policies of the Company.
19	**PAST SUPPLY DETAILS:** The bidders shall essentially submit attested **(Attested by Notary Public)** photocopies of orders received by them from CIL / its subsidiaries / Government Departments and / or other mining industries/ other Industries as per **proven-ness criteria (Annexure-I)**. Failure to submit the documents shall render a tender liable for rejection.
20	**SPECIAL CONDITIONS:** Any document (except printed leaflets and catalogues) submitted by the bidders along with their bids MUST bear the seal and signature of the bidder. No such unauthenticated documents shall be entertained/accepted unless they are properly authenticated (signed and duly stamped) by the bidder.
21	**SUBMISSION OF CERTIFICATES ETC.:** The self-attested copies of documents like **valid DGS&D/NSIC Registration certificate and any other documents issued by independent statutory bodies of Govt. of India etc.** shall be necessarily attested by the Notary Public and duly stamped.
22	**BANNED OR DELISTED SUPPLIERS:** The bidders would confirm that **"they have not been banned or de-listed by any government or quasi-government agencies or PSU's"**. If a bidder has been banned by any government or quasi-government or PSU's. This fact must be clearly stated and it may not necessarily be a cause for disqualifying him. If this confirmation is not given, the bid will be rejected as non-responsive. A declaration to this effect shall be submitted along with the offer.
23	**LOWEST PRICE CERTIFICATE**: That, the price quoted by you against this tender is the lowest and is the same as applicable to other Government Departments/ Public Sector Undertakings including CIL its subsidiaries & Other Organizations
24	**QUALITY CERTIFICATE**: That, there has not been any complaint against the quality of your products supplied to Government Departments or Public Sector Undertakings / other organizations.
25	BCCL reserves the right to reject or accept or withdraw the tender in full or part as the case may be without assigning any reason thereof
26	BCCL reserves the right to: i) Place order on Govt. Undertakings/ BCCL's Ancillary units as per DPE guidelines/Govt. Guidelines/BCCL GUIDELINES. **Notwithstanding anything said above, BCCL reserves the right to follow any guideline or instruction received from the Govt. or any Statutory Body from time to time.**
27	**MSM Enterprise**: As per provision of Micro, Small and Medium Enterprises Development Act, 2006, The vendors should confirm their Registration Number along with the name of their Registering Authority. They should also attach a duly self-certified copy (certified by the Chief Executive of the Enterprise) of the valid registration certificate with each invoice against each dispatch of all purchase orders. "20% of the tendered quantity shall be reserved for procurement from participating Micro & Small Industries subject to their quoting price within the price within the price band of L-1

	+15% and bringing down their price to L-1 price in a situation L-1 price is from someone other than a Micro and small enterprises, the supply shall be shared proportionately (to tendered qty.) Out of 20% of this quantity, 4% shall be procured from Micro & Small Enterprises owned by SC& ST entrepreneurs provided they meet the tender requirement and L-1 price. In event of failure of such Micro & Small Enterprises to participate in tender process of meet tender requirement and L-1 price this 4% requirement earmarked for Micro & small Enterprises owned by SC/ST shall be met from other Micro & Small Enterprises. In case of enterprises wholly owned by Scheduled Caste (SC) or Scheduled Tribe (ST), then SC or ST owner will have to submit a copy of necessary caste certificate issued by State Authority as per Law duly notarized by Public Notary. Firms should upload the scanned copy of above certificate, duly Notary attested, with techno-commercial bid. The firm has to submit a copy of Entrepreneurs memorandum certificate i.e. EM -Part-2 issued by District Industries Centre to claim their status as 'MICRO' & 'SMALL' Entrepreneurs. SC & ST Entrepreneurs have to submit necessary cast certificate issued by State Authorities. All Micro and small Enterprises (MSEs) who are having Udyog Aadhar memorandum will be given all benefits available under Procurement Policy for MSEs Order 2012. The registration acknowledgment/ copy for the same duly notarized to be uploaded along with the offer. In case of procurement of any of the 358 items reserved for procurement from small scale Industrial units circulated vide office order dated 23rd March, 2012 issued by Addl. Secretary and Development commissioner (MSME), Ministry of Micro small & Medium Enterprises only Micro & Small manufacturer or their authorized firm will be allowed to participate in such tender.
28	**SUB-CONTRACT:** Sub-Contract will not be allowed in part or in whole under any circumstances.
29	**RIGHT OF ACCEPTANCE:** The bidders are requested to please note the following while submitting their offers: "OFFERS WHICH DO NOT MEET TENDER REQUIREMENTS EITHER TECHNICALLY OR COMMERCIALLY ARE LIABLE FOR REJECTION." The purchaser does not bind himself to accept the lowest or any other tender and reserves the right of accepting the whole or any part of the tender or portion of the quantity offered. BCCL reserves the right to reject or accept any tender either in whole or in part without assigning any reason whatsoever.
30	**RIGHT TO INFORMATION ACT:** Any document/information submitted by the bidder can be made public at appropriate stage, as per Right to information Act. 2005.
31	**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 ANNEXURE –D. In case there is a conflict in any particular term of the NIT with the General Terms, the terms of the NIT will prevail. *Unless otherwise specified, all provisions of Coal India Purchase Manual - 2004 & its amendment up to date shall be applicable.*
32	**JURISDICTION:** Any dispute arising out of this enquiry shall come under the sole jurisdiction of the Dhanbad/Jharkhand High Court, (INDIA).
33	**UNDERTAKING BY BIDDER:**

	The bidder will have to submit an undertaking that if the information/declaration/documents furnished in support of the same in respect of eligibility criteria are found to be wrong or misleading at any stage, they will be liable to be punitive action.
34	**SETTLEMENT OF COMMERCIAL DISPUTES between Public Sector Enterprises inter se and Public Sector Enterprises(s) and Govt. Dept.(s) through Permanent Machinery of Arbitrators(PMA) in the Department of Public Enterprises:** "In the event of any dispute or difference relating to the interpretation and application of the provision of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by Secretary to the Govt. of India in-charge of the Dept. of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Govt. of India. Upon such reference the dispute shall be decided by the *Law Secretary, whose decision* shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator".
35	The bidder has to give the following declaration: **"We accept all the technical & commercial terms and conditions of this tender without any reservation whatsoever."**
36	**ARBITRATION:** ***Settlement of commercial disputes between Public Sector Enterprises inter se and Public Sector Enterprises(s) and Govt. Deptt.(s) through Permanent Machinery of Arbitrators (PMA) in the Department of Public Enterprises*:-**In the event of any dispute or difference relating to the interpretation and application of the provision of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by Secretary to the Govt. of India in-charge of the Deptt. of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Govt. of India. Upon such reference the dispute shall be decided by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.
37	**BCCL reserves the right to:** i) Follow the guidelines issued or to be issued by Govt. of India from time to time for giving purchase preference for production and services to PSUs and / or ii) Place order on Govt. Undertakings/BCCL's Ancillary units as per DPE guidelines/ Govt. Guidelines/ BCCL Guidelines. iii) Not withstanding anything said above BCCL reserve the right to follow any guideline or instructions received from the government or any statutory body from time to time. iv) Reject or accept or withdraw the tender in full or part as the case may be without assigning any reason thereof. **Note:** All provisions of Coal India Limited's Purchase Manual - 2004 (read with all amendments) shall be applicable to this tender.
38	**DEVIATION:** Normally no deviation is acceptable to our Tender Documents. Terms and conditions which

	are in deviation are liable for rejection. No document presented by the bidder after due date and time of submission of the bid, shall be taken in to consideration unless specifically asked by BCCL. If a bidder offers a rebate unilaterally after due date and time of submission of bid , it will not be considered for evaluation purpose but the rebate offered shall be availed while awarding the contract , if the bidder emerges as lowest evaluated bidder.
39	**SELF-CERTIFICATE FOR PERFORMANCE OF EXECUTED ORDERS:** The bidders have to submit a self-certificate stating that the purchase/supply orders submitted along with their offer have been executed in full and there the has been no complaint on the performance of the items supplied. This certificate is to be submitted strictly as per format enclosed in **Annexure-A10**.
40	**SUBMISSION OF UAM:** Participating MSE bidders are mandatorily required to declare their Udyog Aadhaar Memorandum Number, failing which, such bidders will not be able to enjoy the benefits as per Public Procurement Policy of MSE's Order 2012.
41	**RELAXATION OF PRIOR EXPERIENCE AND TURN OVER IN RESPECT OF MSES AND STARTUPS:** 1. Definition and Eligibility of Startup shall be in line with OM vide letter no. F-20/2/2014-PPD(Pt.) dated 25.07.2016 of under Secretary, GoI, subsequent amendment, if any. 2. Definition of MSEs shall be as per Public Procurement 2012 with subsequent amendments, if any. 3. Prior experience and turn over criteria is not applicable for Start-ups & MSEs in respect of either of the following situations and no further documents regarding proven-ness will be required to be submitted by these category of bidders. a) If bidders have submitted documents to prove the Start-up/MSE status for the tendered item without certificate towards quality, assurance and capability from some authority like MSME, NSIC etc., if needed, BCCL may assess the techno-commercial capability of the vendors to manufacture and deliver goods as per the prescribed quality and technical specification before awarding contract to them. If required, a techno-commercial team of BCCL may visit the manufacturing unit of the vendor. b) If favourable technical capability reports obtained earlier on such firms for supply of the item in question as per the required specification is available, these may be considered, provided date of such reports are not more than one year from the date of opening of bids. The issues relating to Technical capability shall be decided by Head of Technical Department. c) If bidders have submitted documents to prove the start-up/MSE status for the tendered item and whose products are ISI marked/DGMS approved/covered under DGS&D Rate contracts on them / currently holding rate contracts with CIL or its subsidiaries for supply of tendered items (valid as on date/extended date of opening of tender)/ supplied and proven in CIL or its subsidiary companies / Proven product of the ancillary unit of a Subsidiary Company of CIL. They will be required to submit the applicable related documents duly notarized for relaxation: • Valid BIS Marking License for the quoted items on them. OR • Rate contract as issued by CIL/any other subsidiary for the quoted items on them. OR • Valid DGMS Approval certificate for the quoted items on them. OR • Proven Ancillary certificate issued by Subsidiary Companies for the quoted items on them.

	The Documents(s)/Certificate(s), by the bidders for ISI marking and DGMS approval for any relaxation should be valid as on date of tender-opening and a copy of such document/certificate valid as on date of supply duly notarized, must accompany their bills(s).

Area Manager (Purchase)
KATRAS Area
For and on behalf of Bharat Coking Coal Ltd

ENCLOSURES

Annexure-I : Eligibility / Proven-ness Criteria
Annexure-A : Technical Specifications and Schedule of Requirement
Annexure-A2 : Other Commercial Information
Annexure-A3 : Undertaking of Authenticity
Annexure-A4 : Mandate Form for Electronic Fund Transfer / Internet Banking Payment
Annexure-A5 : Non-Banning or Delisting Certificate
Annexure-A6 : Acceptance Certificate
Annexure-A7 : Lowest Price Certificate
Annexure-A8 : Quality Certificate
Annexure-A9 : Fitment Guarantee Certificate
Annexure-A10 : Self-Certificate for Performance of Executed-Order
Annexure-B : Instructions to Bidders
Annexure-C : Specimen format of Price Bid
Annexure-D : General Terms & Conditions of Supply of Stores
Appendix-I : Format of Bank Guarantee for Security Deposit

ANNEXURE – I

ELIGIBILITYANDPROVEN-NESSCRITERIA

(A)ELIGIBILITYCRITERIA

Only proven manufacturers or their Authorized Dealers/Distributors/Agents (whenever manufacturer is not quoting directly as a matter of policy) or Previous Suppliers (of Govt. Departments or PSUs including CIL or its Subsidiaries) are eligible to quote. Manufacturers will have to submit a copy of their Manufacturing License/ Certificate/ complete Photo copy of registration with NSIC/ DGS&D/ SSI/ DIC/ Registrar of Companies/ ISO Certificate etc. With the list of items attached along with the offer, duly self-authenticated with Company's seal and duly notarized. Authorized Dealers/ Distributors/ Agents will submit specific authorization from the manufacturer to quote against the tender (giving tender No. in authorization letter) along with copy of principal's manufacturing license/ Certificate/ complete Photocopy of registration with NSIC/ DGS&D/ SSI/ DIC/ Registrar of Companies/ ISO Certificate etc., with the list of items attached, duly self-authenticated with Company's seal and duly notarized. Photocopy of complete and valid BIS License/ DGMS approval, wherever required, with the list of items attached should be enclosed, duly notarized.

(B)PROVEN-NESSCRITERIA

'The eligible manufacturers' or 'the firms (agents or dealers or distributors) exclusively authorized by the proven manufacturer' or Previous Suppliers (of Govt. Departments or PSUs including CIL or its Subsidiaries) [refer to (A) above], whose products for the tendered items or its higher specifications have been supplied during last five years from the date of opening of tender, to end users in the mining industry and/or to other industries [Government Organizations or Public Limited Companies (Govt. or Private)] against regular (firm) orders (not trial orders) placed by the company HQ/ Areas, shall be considered as proven. For this purpose, the bidder must submit copies of the said purchase orders and its corresponding challans/ invoices etc. (duly receipted) towards proof of supply for the tendered items or its higher specifications. All pages of the copies of purchase orders and its corresponding challans/ invoices etc. Towards proof of supply for the tendered items or its higher specifications must be self-authenticated with company's seal and duly notarized.

Trial orders placed by BCCL HQ may also be considered if the firm obtains proven status on performance basis against such trial orders.

Relaxation of prior experience and turn over in respect of MSEs and Start-ups

1. Definition and Eligibility of Startup shall be in line with OM vide letter no. F-20/2/2014-PPD(Pt.) dated 25.07.2016 of under Secretary, GoI, subsequent amendment, if any.
2. Definition of MSEs shall be as per Public Procurement 2012 with subsequent amendments, if any.
3. Prior experience and turn over criteria is not applicable for Startups & MSEs in respect of either of the following situations and no further documents regarding proven-ness will be required to be submitted by these categories of bidders.

If bidders have submitted documents to prove the Startup/MSE status for the tendered item without certificate towards quality, assurance and capability from some authority like MSME, NSIC etc., if needed, BCCL may assess the techno-commercial capability of the vendors to manufacture and deliver goods as per the prescribed quality and technical specification before awarding contract to them. If

a) required, a techno-commercial team of BCCL may visit the manufacturing unit of the vendor.
b) If favorable technical capability reports obtained earlier on such firms for supply of the item in question as per the required specification is available, these may be considered, provided date of such reports are not more than one year from the date of opening of bids. The issues relating to Technical capability shall be decided by Head of Technical Department.

c) If bidders have submitted documents to prove the startup/MSE status for the tendered item and whose products are ISI marked/DGMS approved/covered under DGS&D Rate contracts on them /currently holding rate contracts with CIL or its subsidiaries for supply of tendered items (valid as on date/extended date of opening of tender)/ supplied and proven in CIL or its subsidiary companies / Proven product of the ancillary unit of a Subsidiary Company of CIL. They will be required to submit the applicable related documents duly notarized for relaxation:

- Valid BIS Marking License for the quoted items on them. OR
- Rate contract as issued by CIL/any other subsidiary for the quoted items on them. OR
- Valid DGMS Approval certificate for the quoted items on them. OR
- Proven Ancillary certificate issued by Subsidiary Companies for the quoted items on them.

The Documents(s)/Certificate(s), by the bidders for ISI marking and DGMS approval for any relaxation should be valid as on date of tender-opening and a copy of such document/certificate valid as on date of supply duly notarized, must accompany their bills(s).

Declaration of Udyog Aadhaar Memorandum:
Participating MSE bidders are mandatorily required to declare their Udyog Aadhaar Memorandum Number, failing which, such bidders will not be able to enjoy the benefits as per Public Procurement Policy of MSE's Order, 2012

All Documents related with proven-ness criteria (Manufacturer descriptive literature, technical particulars, type test certificates etc. as detailed in TPS and other documents related with proven-ness criteria as indicated in Annexure-I) and Supply Order copies are to be submitted in a single PDF file in 'Documents as per NIT' packet in Cover-1 (Technical Cover) on e-Procurement portal.

IF THE BIDDER FAILS TO SUBMIT DOCUMENTARY EVIDENCE IN THE TECHNO-COMMERCIAL BID AS MENTIONED ABOVE, THE BID MAY BE CONSIDERED AS NON RESPONSIVE AND IS LIKELY TO BE REJECTED.

Annexure-A

TECHNICAL SPECIFICATIONS:

1. **DESCRIPTION & QUANTITY:** The firm should clearly indicate in their offer the item description, part number and quantity in their technical bid. The details of Description & Qty. etc. is furnished below: -

S. No.	DESCRIPTION	UOM	QTY
1.	Acetylene Regulator D/A Double Stage	No	04
2.	Oxygen Regulator 2nd Stage	No	04
3.	Heavy Duty 6.6KV Flexible Electrical Safety Class Rubber Insulated Gloves	No	30
4.	Analog Multimeter	No	10

2. **DELIVERY: Within 30 days** from the date of issue of Purchase/Supply Order, and the date of receipt of materials at our stores (Regional Stores, Katras Area) shall be treated as the date of delivery.

3. **FITMENT GUARANTEE**

4. **MAKE OF THE OFFERED ITEM IS TO MENTIONED BY THE BIDDER (if Applicable)**

5. **MANUFACTURER IDENTIFICATION MARK / LOGO EMBOSSING**

Annexure-A2

Other Commercial Information

(To be printed on bidder's letter head, duly signed with seal)

Sl No	Particulars	Details	Remarks, if any
1	Proof of being Manufacturer (for tendered items)		
a	Type of registration (SSI/NSIC/DGS&D/BCCL Ancillary etc.)		
b	Document reference no & date		
c	Issued by		
d	Valid up to		
e	Registration Number		
f	Name of the Registering Authority.		
2	MSME Enterprise (if applicable)		
a	Kindly confirm whether you are MSME/ Udyog Aadhar registered or not(Yes or NO)		
b	Registration Number FOR Micro, Small and Medium Enterprises		
c	Industry Type		
D	Registration Number along with the name of the registering Authority.		
E	Whether owned by SC & ST entrepreneurs		
3	GST Details		
A	GST Registration No.		
B	Rate of GST		
4	PAN No.		
5	Authorisation of principal manufacturer to quote against the tender indicating the tender reference to be submitted (if the offer is submitted by a firm exclusively authorised to quote on behalf of the manufacturer) Document reference No. & date to be indicated.		
6	Supply point (from which place and state the materials will be supplied) to be mentioned		
7	Kindly confirm whether there is any imported items or not		
8	In case there is any imported items , kindly give the name of the imported items.		

Annexure–A3

UNDERTAKING OF AUTHENTICITY

I/We M/s _____ hereby undertake that if the information / declaration / documents furnished in support of the same in respect of eligibility criteria are found to be wrong or misleading at any stage, I/we will be liable to punitive action.

Name of the Bidder

Signature of the Bidder
With Seal of the Firm / Company

Annexure-A4

Mandate Form for Electronic Fund Transfer / Internet Banking Payment

(Please fill in the information in CAPITAL LETTERS, Please TICK wherever it is applicable)

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)	
	ADDRESS:	
	C. 9-DIGIT CODE NUMBER OF THE BANK & BRANCH (As appearing on MICR Cheque issued on the Bank) Or 5-DIGIT Code Number of SBI	
	D. ACCOUNT TYPE: (S.B. Account/Current Account Or Cash Credit with Code 10/11/13)	
	E. LEDGER NO./LEDGER FOLIO NUMBER:	
	F. ACCOUNT NUMBER (CORE BANKING) & STYLE OF ACCOUNT (As appearing on the Cheque Book)	
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 incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the scheme. Any bank charges levied by the bank of such e-transfer shall be borne by us.

Date: (_____)

Signature of the Customer / Vendor / Supplier / Contractor

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

(_____)

Signature of the Authorized Officials from the Bank

Annexure–A5

NON-BANNING OR DELISTING CERTIFICATE

Our firm has not been suspended, banned or de-listed by any Government or Quasi-Government agencies or PSU's.

Date:

Signature of the Tenderer
With Seal of the Firm

Annexure–A6

LOWEST PRICE CERTIFICATE

The price quoted by us against this tender is the lowest and is the same as applicable to other Government Departments/ Public Sector Undertakings including CIL its subsidiaries & Other Organizations.

Date:

Signature of the Tenderer
With Seal of the Firm

Annexure–A7

QUALITY CERTIFICATE

There has not been any complaint against the quality of our products supplied to Government Departments or Public Sector Undertakings / other organizations.

Date:

Signature of the Tenderer
With Seal of the Firm

Annexure–A8

DECLARATION CERTIFICATE

We accept all the technical & commercial terms and conditions of this tender without any reservation whatsoever.

Date:

Signature of the Tenderer
With Seal of the Firm

Annexure–A9

FITMENT GUARANTEE CERTIFICATE

(To be printed on bidder's letter head, duly signed with seal)

The offered items shall fit and function in the equipment, on which they are intended to be used, without any modification or alteration.

Date:

Signature of the Tenderer
With Seal of the Firm

Annexure–A10

SELF-CERTIFICATE FOR PERFORMANCE OF EXECUTED-ORDER

(To be printed on bidder's letter head, duly signed with seal)

The (copies of) supply/purchase orders submitted along with our offer have been fully executed without any complaint on account of performance of the items covered.

Date:

Signature of the Tenderer
With Seal of the Firm

Annexure- 'C'

FORMAT FOR PRICE BID

Format for bid in Indian Rupee:

Sl. No.	Item Description	Item Code/ Make	Quantity	Units	HSN Code	Basic Rate Ex-Works (per unit) (in Rs.)	Packing & Forwarding Charges (in Rs.)	Transit Insurance (in Rs.)	Freight Charges (Unloading & Stacking) (in Rs.)	Any Other Charges, if any (in Rs.)	Sub Total (in Rs.)	Type of Supply (Intrastate / Interstate)?	SGST Rate, in case of Intrastate supply only (in %)	CGST Rate, in case of Intrastate supply only (in %)	IGST Rate, in case of Interstate supply only (in %)	GST (Compensation to State) Cess (if any) (in %)	Total GST Amount (in Rs.)	Landed Rate inclusive of all Taxes & Duties (in Rs.)	Input Tax Credit (if applicable) (in Rs.)	TOTAL AMOUNT With Taxes after Input Tax Credit for determining L1 (in Rs.)	TOTAL AMOUNT In Words
1	2	3	4	5	6	7	8	9	10	11	12 = 7+8+9+10+11	13	14	15	16	17	18 = if 13="Intrastate", then 12*(14+15+17) elseif 13="Interstate", then 12*(16+17)	19 = 12+18	20 = 18	21 = 19-20	22
1		item1		Nos.							0.0000	Select					0.0000	0.0000	0.0000	0.0000	INR Zero Only

ANNEXURE-D

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. **a)** 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.

b) 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.

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

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

e) 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.

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

g) 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 up to which they are likely to last.

h) 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.

i) 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.

j) 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. **a)** 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.

b) All samples required for inspection or test shall be supplied by the successful tenderer free of cost.

c) 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 authorize the purchaser of the stores at the risk and cost of the supplier and in that event the provisions of clause 20 shall as far as applicable shall apply.

(b) The decision of Coal India Ltd. and/or its subsidiary companies as to any matter or thing concerning or arising out of this sub-clause or any question whether the supplier or any partner of the supplier firm has committed a breach of any of the conditions in this sub-clause contained shall be final and binding on the supplier.

11. Use of raw materials secured with Government assistance:

a. Where any raw material for the execution of the contract is procured with the assistance of 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 up to 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 authorized 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, labor 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 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 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 cannot 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 authorize the purchase of quantity of the stores rejected or so others of a similar description (when stores exactly complying with particulars opinion of the purchase executive which shall be final, readily available) without notice to the supplier's liability as regards the supply of any further installment due under the contract; or

iii. Cancel the contract and purchase or authorize the purchase of the stores or others of a similar description (when stores exactly complying with particulars are not in 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 dispatch basis, the supplier shall, if the stores are rejected at destination by the consignee, be liable in addition to other liabilities to reimburse to the purchaser the freight paid by the purchaser.

k) Notification of Result of Inspection: Unless otherwise provided in the specification or schedule, the examination of the stores will be made as soon as practicable after the same have been submitted for inspection and the result of the examination 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 recognized Government or purchaser's mark. The stores which cannot be so marked shall, if so required by the Inspector, be packed in suitable package or cases each of which shall be sealed and marked with such mark.

m) Removal of Rejection

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

ii. Such rejected stores shall under all circumstances lie at the risk of the supplier 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 dispatched. 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. Carrying vessels for Imported Items: In case of machinery imported from abroad, it is preferable that shipment should be affected in Indian Vessels, wherever possible. Supplies will however not be delayed on this account.

23. 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.

24. 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.

25. 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 which 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 requirement of the law relating to merchandise marks for the time being in force in force in India.

26. 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 favor or disfavor 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.

27. 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.

28. 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.

29. All disputes arising out of this contract shall be under the jurisdiction of Dhanbad /Jharkhand Court only and as per the “Law of the Land”.

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Appendix-I

FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

M/s. Bharat Coking Coal Ltd.
Office of the General Manager,
Katras Area (Area IV), PO Sijua
Dhanbad – 828121

In consideration of M/s Bharat Coking Coal Ltd. having its office at Koyla Bhawan, Koyla Nagar, Dhanbad hereinafter called "the Purchaser" (which expression shall unless repugnant to the subject or context including its successors and assigns) having agreed under the terms and condition of Contract No. …… dated …….. made between M/s …….. a Company having its office at …..…… (hereinafter called the supplier in connection with supply of ……. hereinafter called the "said Contract" to accept a Deed of Guarantee as herein provided for Rs. ……. in lieu of the security deposit to be made by the supplier for their due fulfillment of the terms contained in the said Contract, we, the ……. Bank Limited (hereinafter referred to as the said Bank having its office at …… do hereby undertake and agree to indemnify and keep indemnified that Purchaser from time to time the extent of Rs. ……..(Rupees : ……) against any loss. Damage caused charges and expenses caused to or suffered by or that may be caused to suffered by Purchaser by reason of any breach or breaches by the said supplier or any of the terms and conditions contained in the said Contract and to unconditionally pay the amount claimed by the Purchaser on demand and without demur to the extent aforesaid.

We, the …….. (Name of the Bank) do hereby agree that any demand made by Purchaser 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 supplier has disputed its liability to pay or has disputed the quantum of amount or that any legal proceeding is pending between the Purchaser and the Supplier regarding the claim. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs…….

We, the …… (Name of the Bank) do further agree Guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect up to …….. Unless demand or claim under this Guarantee is made on us in writing on or before...……. we shall be discharged of all liabilities under this Guarantee thereafter.

We, the …….. (Name of the Bank) further agree with the Purchaser that the Purchaser, shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend the time of delivery of the specified items in the Contract 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 supplier and to forebear or enforce any of the terms and conditions relating to the said contract we shall not be relieved from our liability by the reason or any such variations or extension being granted to the said Supplier or for any forbearance act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said Supplier 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 …….or such lesser sum as may then be due to the Purchaser and as the Purchaser may demand.
We, the ……. (Name of the Bank) lastly undertakes not to revoke this Guarantee during this currency except with the previous consent of the Purchaser in writing.

The Bank has under its constitution power, to give this Guarantee and Mr. ……. Manager who has signed it on behalf of the Bank has authority to do so.
This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier.
[In case the BGs are from outstation branch of Dhanbad then BG shall be encashable at Dhanbad/Kolkata branch of issuing bank with address and location of the said branch at Dhanbad/ Kolkata will be as under.
Name of the Bank:
Name of the Branch:
Location & Address:
The BG shall be subject to the jurisdiction of the competent courts at Dhanbad District only.]
The Bank guarantee issued by the Bank on behalf of the supplier in favour of Bharat Coking Coal Limited, shall be in paper form as well as issued under "Structural Financial Messaging System". The detail of beneficiary for issue of BG under SFMS mode are furnished below:

Name of Bank : State Bank of India
Branch Name : Main Branch Dhanbad
A/C No. : 10976596520
IFSC Code : SBIN0000066

Dated …….day of ……
For …….. Bank Limited.

Signature of the authorized person
For and on behalf of
……. (Bank Name)
Employee. Code.