



*cmpdi*  
A Mini-Ratna Company

सेन्ट्रल माईन प्लानिंग एण्ड डिजाइन इन्सटीच्यूट लिमिटेड  
(कोल इण्डिया लिमिटेड की अनुषंगी कम्पनी / भारत सरकार का एक लोक उपक्रम)  
क्षेत्रीय संस्थान-४, कस्तुरबा नगर, जरीपटका, नागपूर-४४००१४

Central Mine Planning & Design Institute Limited  
(A Subsidiary of Coal India Limited / Govt. of India Public Sector Undertaking)  
Regional Institute-IV, Kasturba Nagar, Jaripatka, Nagpur-440014

Phone : 0712-2708287,  
2708291, 2708296, 2708299

क्षेत्रीय निदेशक का कार्यालय  
OFFICE OF THE REGIONAL DIRECTOR

Fax : 0712-2643231  
E-mail : cmpdiri4\_ngp@sancharnet.co.in

No. RIN/PUR/CF/OTE-09/COR-1/5068-73

DATE : 17.11.2015

### CORRIGENDUM-1

**Tender No. RIN/PUR/CF/OTE/15-16/09 dt. 09.10.2015  
for supply Ceiling Fans to CMPDI, RI-IV, Nagpur**

The last date for issue of tender document, submission of tender and opening of tender are hereby extended as follows;

Last date for issue of tender document	: 02.12.2015
Due date for submission of tender	: 03.12.2015
Due date for opening of tender	: 03.12.2015

**Other terms and conditions of the aforesaid tender shall remain unaltered.**

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विभागाध्यक्ष (भंडार/क्रय विभाग)



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Fax : 0712-2643231  
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REF. NO. : RIN/PUR/CF/OTE/15-16/09

DATE : 09.10.2015

BY REGISTERED POST / BY HAND  
पंजीकृत डाक द्वारा/दस्ती

<b>TENDER DOCUMENT</b>	
<b>TENDER FOR SUPPLY OF CEILING FANS TO CMPDI, RI-IV, NAGPUR</b>	
To, M/s .....	<i>Please go through the Tender Document carefully and submit your offer accordingly, complete in all respect with supporting documents, wherever asked for.</i>
Tender No.	: RIN/PUR/CF/OTE/15-16/09
Tender Fee (Non-refundable/ Not transferable)	: Rs. 1,000/-
Earnest Money Deposit (EMD)	: Rs. 2,700/-
Estimated Value	: Rs. 1,35,000/-
Due for submission on .....	: 10.11.2015 upto 3.00 PM
Due for opening on .....	: 10.11.2015 at 3.30 PM
<i>Tender document can be downloaded from our website <a href="http://www.cmpdi.co.in">www.cmpdi.co.in</a></i>	
<i>( If the tender is not opened on the above date due to unforeseen circumstances, then it will be opened on the next working day at the same time )</i>	
Offer should be submitted to :-	HOD(S&P), CMPDI, RI-IV, Kasturba Nagar, Jaripatka, Nagpur-440014
<i>( Tenderer may attend the opening of the tender )</i>	
<i>Tender submitted without Earnest Money / documentary evidence towards exemption from deposition of Earnest Money shall be rejected at the time of tender opening itself.</i>	



Sealed quotations are invited from Manufacturers / Authorised Dealers / Stockists only for supply of material as indicated in the attached schedule of requirement indicated in Annexure-II.

**1.0.0 ELIGIBILITY OF TENDERER :**

- 1.0.1 In case the tenderer is a manufacturer, the full address of works with copy of their valid registration with NSIC/SSI/DIC/DGS&D/Registrar of Companies etc. in their own name, **duly attested by Notary Public**, is to be submitted with the offer.
- 1.0.2 If quotation is submitted by Authorised Dealer / Stockist, documentary evidence for being the same, **duly attested by Notary Public**, should be enclosed with the quotation.
- 1.0.3 **Offers of only those tenderers will be considered who are our past supplier of similar item, or have executed the order of similar item preferably to other subsidiaries of Coal India Limited or any other Government Undertaking / Deptt., or reputed private parties or they are registered with Coal India Limited / WCL or other subsidiaries of Coal India Limited / for similar items.**
- 1.0.4 Tenderers must submit self attested copies of supply order received by them preferably from CMPDI / WCL or other subsidiaries of Coal India Limited, or from other Government departments and/or Government undertakings or reputed private parties for similar item in recent past in techno-commercial bid (Part-I) in support of their eligibility. Similar items means ceiling fans.

**1.1.0 SUBMISSION OF TENDER :**

- 1.1.1 Tender must be submitted in sealed covers, which must be superscribed with the Tender Number and the date of opening. All the envelopes containing the tenders shall be properly sealed. **Envelopes stapled shall not be accepted.**

**1.2.0 Tender is to be submitted in two parts viz Part-I & Part-II :**

**1.2.1 PART-I (Techno-commercial Bid) will consist of three sections :**

- (i) **SECTION-A** : Consisting of Technical offer and checklist showing deviations from the technical specifications, if any, as per Annexure-IV.
- (ii) **SECTION-B** : (a) Containing Check list showing Commercial terms and conditions and deviations, if any, from the NIT commercial terms & conditions against each clause as per Annexure-V.
- (iii) **SECTION-C : (FOR SALE THROUGH INTERNET) : It should contain the draft payable to “CMPDI, RI-IV, Nagpur” towards the cost of downloaded Tender Document.** The last date of downloading the Tender Document from the website will be one day prior to the last date of submission of tender. **Accordingly the Draft towards tender fee shall be dated at least one day prior to the last date of submission of tender.** This is applicable in case of those bidders who have downloaded the Tender Document through the website. **The bid submitted against the Tender Document downloaded from the website shall be considered valid only when accompanied by a Bank Draft towards the cost of the tender document indicated in the NIT.**

- 1.2.2 **PART-II** : The second part of the tender shall consist of details of prices only as per Annexure-III. The price bids of only those tenderers, whose offer in Part-I is found to be techno-commercially acceptable, will be opened.



### 1.3.0 The tender should be submitted in sealed envelopes as under.

Envelope No.	Envelope to Contain	Envelope to be superscribed
Envelope No.1	(1) Technical offer and Checklist showing deviations from the technical specifications, if any, as per Annexure-IV. (2) Checklist showing Commercial Terms & Conditions and deviation, if any, from the NIT Commercial Terms & Conditions, as per Annexure-V. (3) Documentary evidence for being Manufacturer/ Authorised Dealer/ Stockist, <b>duly attested by Notary Public.</b> (4) Declaration regarding banning / delisting as per Annexure-VI. (5) Self attested copies of recent Supply Orders. (6) Self attested copy of Sales Tax / VAT Registration certificate. (7) Self attested copy of PAN Card. (8) Self attested copy of TIN. (9) <b>Bank Draft towards cost of Tender Document downloaded from the website, which should be put in a separate envelope superscribed with “TENDER FEE”.</b> (10) Any other supporting documents, wherever asked for.	<b>Tender Number and the date of opening and marked as “PART-I (SECTION-A &amp; SECTION-B)”.</b>
Envelope No.2	<b>Price bid only, as per Annexure-III, and should be properly sealed.</b>	<b>Tender Number and the date of opening and marked as “ PART-II (PRICE BID)”.</b>
Envelope No.3	<b>All the above two envelopes, duly sealed, should be put in a bigger envelope superscribed with tender number and due date of opening.</b>	
If the tenders are submitted locally, the envelope containing all two envelopes mentioned above superscribed with the Tender Number and the date of opening, may be dropped in the <b>Tender Box kept in “D-20, S&amp;P Department, CMPDI Complex, Jaripatka, Nagpur”.</b>		
Alternately Shri G. K. Sharma, HOD(S&P) and Shri D.P.Mishra, CM(E&M) may be contacted for submission of Tender.		

### 1.4.0 IMPORTANT NOTE :

- 1.4.1 The complete offer should be typed in the letterhead of the tenderers. If firm’s letterhead is not sufficient to accommodate technical and price details, preferably bigger papers are used, such sheets should be signed by the tenderer and duly stamped.**
- 1.4.2** If tenderer discloses its price in the techno-commercial bid (Part-I), the offer will be resealed and will be treated as invalid offer by the Tender Opening Committee.
- 1.4.3** Tenderers are requested to submit their offer complete in all respect maintaining Serial Number of the item, terms and conditions as per tender document along with supporting documents failing which offer may not be considered and no further clarification on Technical/Commercial aspect may be entertained. Printed terms and conditions of the Tender shall not be considered.
- 1.4.4** All pages of the tender in Part-I (Techno-Commercial Bid) including all enclosures submitted with the tender except printed leaflets / catalogues are to be submitted duly signed and stamped.
- 1.4.5** Offers received without signature and seal on all pages in Part-II (Price Bid) shall be rejected.



- 1.4.6** In case, the tenderer submit self attested copies of registration certificate of DGS&D / NSIC, Licence from BIS and approval certificate issued by DGS&D / other Independent Statutory Bodies of Govt. of India, along with the tender, such documents should be duly attested by Notary Public.
- 1.4.7** Quotations, erased and over written, will be summarily rejected unless correction is authenticated with the tender's signature.
- 1.4.8** **Conditional offer will not be considered.**
- 1.4.9** **The prices offered should be given both in words and figures.**
- 1.4.10** The rate shall be quoted on FOR destination basis with breakup of prices.
- 1.4.11** Discount, if any, shall be mentioned. Conditional discounts, including quantity discounts, will not be considered for evaluation of Total Price. Cash discounts or prompt payment discounts will also be treated on the same manner. Only unconditional discounts will be taken in to account for arriving at Total Price.
- 1.4.12** If a bidder offers a rebate unilaterally after closing date and time of bid, it will not be considered for evaluation purpose, but the rebate offered shall be availed of while awarding the contract if the bidder emerges as a lowest evaluated bidder.
- 1.4.13** Excise Duty, if applicable, will be payable extra as per prevailing Excise rules. The Tenderer should quote the current rate of Excise Duty at the time of submission of tender. In case the price is stated to be inclusive of Excise Duty, the current rate included in the price must be stated.
- 1.4.14** If you are exempted from paying Excise Duty, the same must be confirmed with valid documentary evidence.
- 1.4.15** Sales Tax should be shown separately. If no mention is made about sales tax, it will be presumed to be included in price quoted.
- 1.4.16** In case a tenderer does not specify the basis of price or quotes on Ex-works or FOR dispatching station basis, the price will be loaded in the following manner.
- (a) In case of Ex-works offer and if the firm does not specify the packing and forwarding charges, 2% of the Ex-works price will be loaded to arrive at the FOR dispatching station price. Insurance charges for loading purpose shall be considered as per the existing transit insurance contract concluded by CMPDI/CIL.
- (b) 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 upto destination.

Approximate distance of dispatching station from site	% of FOR dispatching station price	Approximate distance of dispatching station from site	% of FOR dispatching station price
Above 2001 Km	5%	501 to 1000 Km	2%
1501 to 2000 Km	4%	500 Km and below	1%
1001 to 1500 Km	3%		

- (c) **In case the firm quotes the exact amount of freight or the packing and forwarding charges, the same will be added in place of the above percentage amount.**
- 1.4.17** **Details of Prices, Discounts, Taxes and Duties should be indicated in the Price Bid. If no mention is made about various taxes, duties, levies etc. and their applicability to be charged extra / or exclusive, then it will be presumed to be included in prices quoted.**



**1.4.18 All tenderers should furnish copy of TIN alongwith the offer.**

**1.4.19 PURCHASE PREFERENCE :** Purchase preference, if applicable, may be allowed to Central Public Sector Undertakings / Govt. Deptt / WCL Ancillary Industries in line with Govt. of India / Central Vigilance Commission guidelines / procedure / WCL guidelines for Ancillary Industries as applicable.

**1.4.20 BUYER'S RIGHT TO DECIDE THE TENDER :** CMPDI reserves the right to reject or accept or withdraw the tender in full or in part, as the case may be. Tenderers are advised to carefully note that the deviation in this term will not be entertained. Offers, as asked for, must be submitted complete in all respect.

**1.4.21 DECLARATION REGARDING BANNING/DELISTING :** The bidder should give a declaration, as per Annexure-VI, that they have not been banned or delisted by any Govt. or Quasi Govt. Agencies or PSUs. If a bidder has been banned / delisted by any Govt. of Quasi Govt. Agencies or PSUs, the fact must be clearly stated. In case the tenderer has been banned / delisted and this fact is not declared, the bid will be rejected as non-responsive.

**1.4.22 DEVIATION :** Deviations sought by bidders, whether these are Commercial or Technical deviations, must only be given in the schedules prescribed for them. Any willful attempt by the bidders to camouflage the deviations by giving them on the covering letter or in any other documents than the prescribed schedules may render the bidder itself non-responsive.

**1.4.23 NON-DISCLOSURE/CONFIDENTIALITY :** The bidder will not any time during pendency of contract or afterwards, disclose to any person any information as to documents, components, parts, information, drawings, data, sketches, plans, programs, specifications, techniques, processes, software, inventions and other materials, both written and oral, of a secret, confidential or proprietary nature, including without limitation any and all information relating to finance, invention, research, design or development of information system and any supportive or incidental subsystems, and any and all subject matter claimed in or disclosed by any patent application prepared or filed by or on behalf of CMPDIL, in any jurisdiction, and any amendments or supplements thereto. The bidder should understand that any breach of this clause would constitute a serious offence for which appropriate legal action may be taken to ensure the enforcement of confidentiality clause.

CMPDIL also desires that the bidder shall hold in trust and confidence, and not disclose to others or use for its own benefit or for the benefit of other, any Proprietary Information which is disclosed to the bidder by CMPDIL at any time during the agreement / award of work / execution of work and thereafter. The bidder shall disclose Proprietary Information received under the contract to person within its organization only if such person (i) have a need to know and (ii) are bound in writing to protect the confidentiality of such Proprietary Information. This clause shall survive and continue after any expiration or termination of the contract and shall bind the contractor, its employees, agents, representatives, successors, heirs and assigns.

**1.4.24** Tender which has not been received on the due date and before the due time of opening of the tender, the same will not be considered. No relaxation in this respect will be entertained.

**1.4.25 Tenders sent through Telegram, Telex, Fax or E-Mail will not be considered.**

**1.4.26** Unsolicited correspondence will not be entertained after closing date of the tender.



**1.4.27** Tender submitted with terms and conditions not in line with above, may not be entertained. CMPDI reserves the right to place order in case of successful tenderers as per its own terms and conditions.

**1.4.28** Tenderers are requested to go through the complete Tender Documents including Technical details and commercial terms and conditions thoroughly before submitting their offer. In the event the tenderer remaining silent on any terms and conditions of NIT, it will be presumed that the tenderer(s) have accepted such terms and conditions in the event of any order on them. Any deviation in technical details and commercial terms should be specified very distinctly indicating corresponding serial number of NIT (Technical and Commercial).

**1.4.29 Tender Documents are not transferable.**

**1.4.30** The company reserves the right to cancel the whole tendering process at any stage without assigning any reason what so ever.

## **2.0.0 COMMERCIAL TERMS AND CONDITIONS**

**2.1.0 PRICES :** The prices quoted must be firm throughout delivery and FOR destination.

**2.2.0 VALIDITY OF OFFER :** Offers must remain open for acceptance for six months (180 days) from the due date of opening of the tender.

**2.3.0 PAYMENT :** 100% payment will be released within 21 days after delivery of the material and its successful installation at designated site to be decided by the authority and acceptance of Performance Bank Guarantee.

**2.4.0 DELIVERY :** The time for and the date of delivery of stores stipulated in the Supply Order shall be deemed to be of the essence of the contract and delivery of the stores must be completed by the date specified. In the event of failure to deliver or despatch the stores within the stipulated date/period in accordance with the samples and/or specification mentioned in the Supply Order and in the event of breach of any of the terms and conditions mentioned in the Supply Order, CMPDI has the right to initiate action as per Liquidated Damages Clause specified at Clause 20 of the “General Terms and Conditions” enclosed in Annexure-I.

**2.5.0 INSPECTION :** Material is subject to inspection by inspection authorities to be deputed for the purpose at Consignee’s end. It may be carried out before despatch, if required.

**2.6.0 REPLACEMENT OF REJECTED MATERIAL :** The rejected material should be replaced within 15 days from the date of issue of Material Rejection Note. If rejected material is not replaced within the said period, CMPDI has the right to initiate action as per Liquidated Damages Clause specified at Clause 20 of the “General Terms and Conditions”.

**2.7.0 PACKING :** The packing of all the materials quoted shall confirm to the requirements of the carrier.

**2.8.0 GUARANTEE/WARRANTY :** Tenderer shall give a warranty of satisfactory performance of the equipment for a period of 24 months from the date of supply. The supplier shall be responsible for any defect that they develop under the conditions provided for by the contract and under proper use, arising from faulty materials, design or workmanship and shall remedy such defect at his own cost when called upon to do so. If it becomes necessary for the supplier to replace or renew any defective portion of the goods, such replacement or renewal should be made by the supplier without any extra cost to CMPDI.

**2.9.0 PERFORMANCE BANK GUARANTEE :** Successful tenderer will have to submit performance Bank Guarantee for 10% value of the order valid for warranty / guarantee period + claim period of 3 months issued by any scheduled / nationalized bank of India, at the time of supply in the purchaser’s prescribed format as per Annexure-VII. The value of the Performance Bank Guarantee will be calculated as follows :



**FOR INDIGENOUS ORDER :** The value of the performance Bank Guarantee for indigenous orders will be arrived at by adding all the taxes and duties applicable such as Excise Duty, Sales Tax etc. to the FOR Destination price of the material as applicable on the date of opening of the price bid.

**FOR IMPORT ORDERS :** The value of the Performance Bank Guarantee for imported items will be arrived at by adding estimated amount of freight, insurance, port charges and Custom Duty etc. as applicable on the date of opening of the price bid to the FOB Price of the material on order.

The Performance Bank Guarantee shall be released after expiry of the validity period if no claim / dispute is pending.

2.10.0 **SAMPLES :** If samples are required for evaluation of tender, tenderer will specifically be asked to submit the sample free of cost. The sample(s) must be labeled with tenderer name, address indicating item Serial Number, Tender enquiry number and due date of opening of tender.

If required an advance sample by the successful tenderer may have to be submitted free of cost for approval of indeterminable parameters such as shade/tone, size, make-up, feel, finish and workmanship before giving clearance for bulk supply by this office. The sample(s) must be labeled with tenderer name, address indicating item Serial Number, Tender enquiry number and due date of opening of tender

2.11.0 **LIQUIDATED DAMAGE :** Supply Order, as and when placed, shall be governed by Liquidated damages clause as per the enclosed “General Terms & Conditions” (Annexure-I)

2.12.0 **PRICE FALL CLAUSE :** It will be a condition of the contract that all through the currency of the prices at which the successful tenderer shall supply the stores, shall not exceed the lowest price charged by them to any other Agency including DGS&D. In the event of price going down, the supplier shall promptly pass such information to enable this company to amend the order rate.

2.13.0 **EARNEST MONEY DEPOSIT (EMD) :** Earnest Money should be submitted along with Part-I of the offer i.e. (Techno-commercial Bid) in the form of **Bank Draft drawn in favour of “CMPDI, RI-IV, Nagpur payable at Nagpur. *In case Earnest Money is not submitted along with Part-I of the tender, the offer shall be outrightly rejected without any reference on this subject.*** EMD shall be refunded to the unsuccessful tenderers immediately after finalization of the tender. For successful tenderer EMD will be converted to Security Money which will be refunded to the firm within 30 days of the satisfactory execution of the contract. However EMD shall be forfeited in the following circumstances;

- If any tenderer withdraws their offer before finalization of tender.

- If the tenderer fails to submit the order acceptance within 15 days from the date of the order.

2.14.0 **SECURITY DEPOSIT :** The successful tenderers will be required to deposit as Security Money 10% of the value of order (FOR destination price including taxes and duties) in the form of **Demand Draft drawn in favour of CMPDI, RI-IV, Nagpur, payable at Nagpur / Bank Guarantee of any scheduled / nationalized bank of India (As per enclosed format Annexure-VII)** within 15 days from the date of issue of Supply Order. If Security Deposit is submitted in the form of Bank Draft, it will be returned within 30 days from the date of successful execution of the order. Where, Security Deposit is submitted in the form of Bank Guarantee, it should be kept valid for the entire delivery period + Claim period of 3 months ( This period would be reckoned from the date of placement of supply order). In case of late delivery, the Bank Guarantee will have to be extended accordingly.

(a) In case tenderer fails to deposit Security Money within the stipulated period the order shall be cancelled and EMD deposited against this tender shall be forfeited. Simultaneous action will be processed to order elsewhere at the risk and cost of the tenderer and their performance shall be kept in record for future dealings.





- (b) The Security Deposit will be forfeited in case of unsatisfactory performance and/or contractual failure.
- (c) State/Central govt. Organisation/PSU & the firms registered with DGS&D/NSIC (for the tendered items) will be exempted from depositing Earnest Money/Security Deposit if the firm produces documentary evidence issued by Govt. Authority for according such exemption towards submission of Earnest Money/Security Deposit. Offer without valid documentary evidence will not be considered for acceptance.
- (d) **No Earnest Money/Security Deposit is required for the procurement value less than Rs. 1,00,000/-**

***In case the procurement value is less than Rs. 1,00,000/- Security Deposit will not be required to be submitted and EMD will be refunded immediately after placement of order. Please note that no interest will be payable either on Earnest Money Deposit or Security Deposit.***

- 2.15.0 CMPDI reserves the right to increase/decrease the quantities against any/all of the tender by not more than 20% (twenty per cent) before opening of price bid.
- 2.16.0 CMPDI reserves the right to cancel the tender in part or whole without assigning any reason.
- 2.17.0 CMPDI is not responsible for non-receipt/delayed receipt of tender documents.
- 2.18.0 **JURISDICTION : All Disputes are subject to Nagpur Court Jurisdiction.**

HOD (S&P)  
CMPDI : RI-IV : NAGPUR

***Encl :***

1. *Annexure-I( General Terms & Conditions)*
2. *Annexure-II (Schedule of requirement)*
3. *Annexure-III (Price Bid format)*
4. *Annexure-IV (Check List showing Technical deviations)*
5. *Annexure-V (Check List showing deviations from Commercial Terms & Conditions)*
6. *Annexure-VI (Declaration regarding banning/delisting)*

**ANNEXURE-I****GENERAL TERMS & CONDITIONS****Definition :**

1. In the interpretation of the contract and the general and special conditions governing it, unless the context otherwise requires :
  - (i) “Contract” means the invitation to tender, instructions to tenders, acceptance of tender, particulars and the general and special conditions specified in the acceptance of tender and includes a repeat order which has been accepted and acted upon by the contractor.
  - (ii) The term “Supplier” shall mean the person, firm or company with whom the contract is placed and shall be deemed to include the supplier in successors (approved by the purchaser), representatives, heirs, executors, administrators and permitted assignees as the case may be.
  - (iii) “Contract Price” shall mean the sum accepted or the sum calculated in accordance with the price and/or terms accepted by or on behalf of the purchaser.
  - (iv) The “Chairman” means the Chairman of Coal India Limited. The Chairman-cum-Managing Director means Chairman-cum-Managing Director of any of the Subsidiary Companies of Coal India Limited, presently Central Coalfields Limited, Eastern Coalfields Limited, Western Coalfields Limited, Bharat Coking Coal Limited, Central Mine Planning & Design Institute Limited, South Eastern Coalfields Limited, Northern Coalfields Limited, Mahanadi Coalfields Limited and North Eastern Coalfields.
  - (v) The term “Drawing” shall mean the drawing the plans specified in or annexed the schedule of specifications.
  - (vi) The term “Purchase Executive” shall mean the purchaser or purchaser named in the schedule to Tender, his or their successors or assignees.
  - (vii) The term the “Inspector” shall mean any person nominated by or on behalf of the purchaser to inspect supplies, Stores or work under the contract or his duly authorized agent.
  - (viii) The term “Progress Officer” shall mean any person nominated by or on behalf of the purchaser to visit supplier’s works to ascertain the position of deliveries of stores purchased.
  - (ix) The term “Materials” shall mean anything used in the manufacture or fabrication of the stores.
  - (x) The term “Particulars” shall mean the following :
    - (a) Specifications.
    - (b) Drawing.
    - (c) Sealed pattern denoting a pattern sealed and signed by the Inspector.
    - (d) Certified or sealed sample denoting a copy of the sealed pattern or sample sealed by the purchaser for guidance of the Inspector.
    - (e) Trade pattern denoting a standard of the ISI or other standardising authority or Coal India Ltd. and/or any of its subsidiary companies or a general standard of the industry and obtainable in the open market.
    - (f) Proprietary make denoting the product of an individual manufacturers.
    - (g) Any other details governing the construction, manufacturer and/or supply as existing in the contract.
  - (xi) “Stores” means the goods specified in the supply order or schedule which the contract 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.

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- (xiii) The term “Site” shall mean the place or places named in the “Supply Order” such other place or places at which any work has to be carried out as may be approved by the purchaser.
- (xiv) Works denoting the persons shall include any company or association or body of individuals whether incorporated or not.
- (xv) “Writing” shall include any manuscript, typewritten or printed statement under or over signature or seal as the case may be.
- (xvi) “Unit” and “Quantity” means the unit and quantity specified in the schedule.
- (xvii) “Supply Order” or “Purchase Order” means an order for supply of stores and includes an order for performance.
2. The delivery of stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract after approval of stores by the Inspector, to :
- (i) the consignee at his premises, or
  - (ii) where-so provided the interim consignee at his premises, or
  - (iii) a carrier or other persons named in the contract an interim consignee for the purpose of transmission to the consignee.
  - (iv) The consignee at the destination station in case of contracts stipulated for delivery stores at destination station.
3. Words in the singular include the plural and vice-versa.
4. Words denoting the masculine gender shall be taken to include the feminine gender and work persons shall include any company or association or body of individuals whether incorporated or not.
5. Terms and expressions not herein defined shall have the meanings assigned to them in the Indian Sales of Goods Act, 1930 or the Indian Contract Act, 1872 or the Central 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.
- (i) Address to which communication are to be sent**
- For all purposes of the contract, including arbitration thereunder, the address of the supplier mentioned in the tender shall be the address to which all communications addressed to the supplier shall be sent, unless the supplier has notified a change by a separate letter containing no other communication and sent by registered post acknowledgement due to the head of the office placing the supply order. The supplier shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.
- Any communication or notice on behalf of the purchaser in relation to the contract may be issued to the supplier by Purchase Executive and all such communications and notices may be served on the supplier either by registered post under certificate of posting or by ordinary post or by hand delivery at the option of such executive.
7. (i) The price quoted shall be either FOR place or Railway Station of dispatch, FOR destination, Delivery free to the consignee, FOB or CIF as specified in the invitation to tender. All offers from countries other than Purchaser’s country shall quote on FOB and CIF basis.
- (ii) In all cases the prices quoted must be net per unit shown in the enquiry and must include all packing and delivery where applicable. Refunds on account of returnable packages (if any) are to be separately specified. The price should show separately the Foreign Exchange Element and the Rupee Element for stores to be imported. Sales Tax shall be shown separately and whether it is State Sales
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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 the case of contracts providing for free delivery to the consignee octroi charges shall be included where leviable.

- (iii) The price must be stated separately for each item on unit basis.
  - (iv) When quotations are made for units other than those specified in the enquiry, the relationships should be stated.
  - (v) The prices quoted must be firm and the offers made must remain open for at least six months from the date of submitting quotations unless otherwise specified.
  - (vi) Tender must invariably be submitted alongwith illustrated literature giving complete and detailed specifications, particulars etc. of the main unit and of the standard accessories to be supplied with the stores.
  - (vii) The tenderers must clearly specify their recommended spare parts that will be supplied alongwith the main unit and item wise prices of the spare parts, also what are fast moving, medium moving, slow moving and insurance spares and the period up to which they are likely to last.
  - (viii) Printed terms and conditions of the tendering firm shall not be considered as forming part of their tender. In case the terms and conditions of contract applicable to this invitation to tender are not acceptable to the tendering firms, they should clearly specify deviations therefrom in their tender.
  - (ix) Typed quotations should be submitted. Those containing erasures and over-writings are liable to be rejected. Any corrections made in the tenders must be initiated by the tenderers, failing which their tenders will not be considered.
  - (x) Insurance arrangement will be made as per instruction being issued from time to time by the Materials Management Division of Coal India Limited and/or its subsidiary companies.
8. (i) Samples of each item, if considered necessary, should be submitted simultaneously by the contractor for inspection by Inspector/Inspectors unless the articles under tender are of considerable bulk, in which case separate arrangement will be made for inspection of the articles offered while considering the quotations.
- (ii) All samples required for inspection or test shall be supplied by the successful Tenderers free of cost.
- (iii) All samples must be clearly labeled with the tender's name, this offer enquiry number and the last date of opening of tender.

9. (a) **Subletting and Assignment**

The supplier shall not save with the previous consent in writing of the purchaser, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantages thereof in any manner whatsoever. Provided nevertheless that any such consent shall not relieve the supplier from any obligation, duty or responsibility under the contract.

(b) **Change in a Firm**

- (i) where the supplier a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the purchaser (which may be granted only as an exception) of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract prior to the date of such undertaking.

- (ii) On the death or retirement of any partner of the supplier firm before complete performance of the contract the purchaser may at his option cancel the contract in such case the supplier shall have no claim whatsoever to compensation against the purchaser.
  - (iii) If the contract is not determined as provided in the sub-clause (ii) above notwithstanding the retirement of a partner from the firm, he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act has been sent by him to the purchaser by registered post acknowledgement due.
10. (a) **Consequence of Breach** : Should the supplier or a partner in the supplier firm commit breach of either of the conditions (a) or (b) (I) of this sub-clause, it shall be lawful of the purchaser to cancel the contract and purchase or authorize the purchaser of the stores at the risk and cost of the supplier and in that event the provisions of clause 20 shall as far as applicable shall apply.
- (b) The decision of Coal India Ltd. and/or its subsidiary companies as to any matter or thing concerning or arising out of this sub-clause or any question whether the supplier or any partner of the supplier firm has committed breach of any of the conditions in this sub-clause contained shall be final and binding on the supplier.
11. **Use of raw materials secured with government assistance.**
- (a) where any raw material for the execution of the contract is procured with the assistance of Coal India Limited and/or its subsidiary companies by purchase or under arrangement made or permit, licence, quota certified or release order issued by or on behalf of or under authority or by any officer empowered in that behalf bylaw, 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 previous permission in writing of the purchaser ; and
  - (iv) Shall tender due account of such material and return to the purchaser at such place as the purchaser may direct all surplus or unserviceable material that may be left after the completion of the contract or its termination for any reason whatsoever. On returning such material, the supplier shall be entitled to such price thereof as the purchaser may fix having regarding the condition of such material.
- (b) Where the contract is terminated due to any default on the part of the supplier, the supplier shall pay all transport charges incurred for returning any material upto such destination as may be determined by Coal India Limited and/or its subsidiary companies whose decision shall be final.
- (c) If the supplier commits breach of any of the conditions in this clause specified, he shall, without prejudice to any other liability, penal or otherwise, be liable to account to Coal India Limited and/or its subsidiary companies all moneys, advantages of profit accruing from or which in the usual course would have accrued to him by reasons of such breach.
- (d) Where the stores manufactured or fabricated by the supplier out of the materials arranged or procured by or on behalf of Coal India Limited and/or its subsidiary companies are rejected the supplier shall, without prejudice to any other right or remedy of the Government, pay to the government on demand the cost price or market value of all such materials whichever is greater.
12. The tenderers in case of imported items, shall clearly mention in the quotation that in the event of the supply order being placed with them, they shall arrange for supply within a reasonable period of all necessary maintenance tools and spare parts that may be required from time to time during the normal life of the machines, on a continuous basis and at a price not in excess of the landed cost at their premises plus a stated percentage differential (such a differential should be indicated) and proper servicing of the main unit supplied by them as and when required. In case there is a Rate Contract with the DGS&D supply be made at the RC rates.
13. The tenderers shall give a warranty of satisfactory performance of the unit offered by them for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance by Coal

India Limited and/or its subsidiary Companies. The supplier shall be responsible for any defects that they develop under the conditions provided for by the contract and under proper use, arising from faulty materials, design or workmanship and shall remedy such defects at his own cost when called upon to do so. If it becomes necessary for the supplier to replace or renew any defect portion of the goods, such replacement or renewal should be made by the supplier without any extra cost to Coal India Limited and/or its Subsidiary Companies.

14. For orders placed directly on overseas supplies, the tenderers should separately indicated whether their prices quoted included any commission for the manufacturer's agents in India and the amount of remuneration for the agent included in the quoted price. Price shall include,

- (a) the service that will be rendered by them as manufacturer's agent,
- (b) the name and address of agents, if any, in India, and
- (c) the agency commission or remuneration or freight in case FOR prices are accepted will be paid in Rupees in India.

15. On acceptance of the tender, a formal acceptance of tender or supply order will invariably be issued. Advance intimation in writing of acceptance of the tender will be given whenever considered necessary by the said authority. In case an advance intimation has been given, the formal acceptance of tender or Supply Order shall follow in due course, but immediate action towards execution of supply order shall be taken on receipt of the advance intimation.

16. **Earnest Money/Security Money :**

- (a) The value of Earnest Money to be deposited by the tenderer should be 2% of the value of the estimated cost tendered for or Rs. 10,00,000/- whichever is lower. EMD should be in the form of Demand Draft and must accompany the quotation i.e. Cover-I of the bid. For unsuccessful tenderer EMD shall be refunded immediately after finalization of the tender with the approval of the Regional Director, CMPDI, RI-IV, Nagpur. EMD shall be forfeited if any tenderer withdraw their offer before finalization of the tender or fails to submit order acceptance within 15 days from the date of order.
- (b) In case the firm fails to deposit the Security Money, the order shall be cancelled and the case shall be processed to order elsewhere and the firm's performance is to be kept recorded for future dealings with them. The value of Security Money to be deposited by the successful tenderer in the form of Bank Draft shall be 10% of the value of the awarded contract without having any ceiling. For successful tenderer, EMD should be converted to Security Money which will be refunded to the firm within 30 days of satisfactory execution of the contract. For unsatisfactory performance and/or contractual failure, the Security Money shall be forfeited.
- (c) **For procurement value less than Rs. 1,00,000/- no Earnest Money/Security Deposit will be required.**
- (d) If any State/Central Govt. Organisation/PSU & valid DGS&D/NSIC registered (for the tendered items) firm can produce documentary evidence issued by Govt. Authorities for according exemption towards submission of Earnest Money Deposit/Security Deposit, they may be considered for exemption from submission of EMD/SD.

17. **Inspection and Rejection :**

Generally the stores shall be of the best quality and workmanship and comply with the contract or Supply Order in all respect. The stores supplied shall be in accordance with specification unless and deviation is authorized 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 reasonable facilities and such accommodation as may be necessary for satisfying itself, that the stores are being and/or have been manufactured in accordance with particulars. The Inspector shall have full and free access at any time during the execution of the contract to the supplier's works for the purpose aforesaid, and he may require the supplier to make arrangement for inspection of the stores or any part thereof or any material at his premises or at any other places specified by the

Inspector and if the supplier has been permitted to employ the services of the sub-supplier, he shall in his contract with the sub-supplier reserve to the Inspector a similar right.

- (b) **Cost of Test** : The supplier shall provide without any extra charge, all materials, tools, labour and assistance of every kind which the Inspector may demand from him for any test, and examination, other than special or independent test, which he shall require to be made on the supplier's premises and the supplier shall bear any pay all costs attendant thereon. If the supplier fails to comply with the conditions aforesaid, the Inspector shall in the consultation with the purchaser, be entitled to remove for test and examinations all or any of the stores manufactured by the supplier to any premises other than his (suppliers) and in all such cases the supplier bear the cost of transport and/or carrying out 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 delivery 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 supply 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 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 the test will be to supplier's account.
- (g) **Inspector Final Authority to Certify Performance** : The Inspector shall have the power :
  - (i) before any stores or part thereof are submitted for inspection to certify that they can not be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacture,
  - (ii) to reject any stores submitted as not being in accordance with the particulars,
  - (iii) to reject the whole of the installment tendered for inspection, if after inspections of such portion thereof as he may in his discretion think fit, he satisfied that the same is unsatisfactory, and
  - (iv) to mark the rejected stores with a rejection mark so that they may be easily identified if re-submitted.
- (h) **Consequence of Rejection** : If on the stores being rejected by the Inspector or consignee at the destination, the supplier fails to make satisfactory supplies within the stipulated period of delivery, the purchaser shall be liberty to :
  - (i) Allow the supplier to re-submit the stores, in replacement of those rejected, within a specified time, the supplier bearing the cost of freight, if any, on such replacement without being entitled to any extra payment on that account; or
  - (ii) Purchase or authorize the purchase of quantity of the stores rejected or so others of similar description (when stores exactly complying with particulars option of the purchase executive which shall be final, readily available) without notice to the supplier's liability as regards the supply of any further instalment due under the contract; or

- (iii) Cancel the contract and purchase or authorize the purchase of the stores or others of similar description (when stores exactly complying with particulars are not in a opinion of the purchaser, which shall be final, readily available) at the risk and cost of the supplier. In the event of action being taken under sub-clause (ii) above or this sub-clause in the provision of clause 20 shall apply as far as applicable.
- (i) **Inspector's Decision as to Rejection Final** : The Inspectors' 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 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 stores will be made as soon as practicable after the same have been submitted for inspection and the result of the examination will be notified to the supplier.
- (l) **Marking of Stores** : The supplier shall, if so required, at his own expense mark or permit the Inspector to mark all the approved stores with a recognized Government or purchaser's mark. The stores which cannot be so marked shall, if so required by the Inspector, be packed in suitable package or cases each of which shall be sealed and marked with such mark.
- (m) **Removal of Rejection** :
  - (i) Any stores submitted for inspection at a place other than the premises of the supplier and rejected shall be removed by the supplier subject as hereinafter provided within 14 days of the date of receipt of intimation of such rejection. If it is proved that letter containing such intimation is addressed and posted to him at the address mention in the schedule, it will be deemed to have been served on the supplier at the time when such letter would in the course of ordinary post reach the supplier. It shall be competent for the Inspector to call upon the supplier to remove what he considers to be dangerous, infected or perishable stores within 48 hours of the receipt of such intimation.
  - (ii) Such rejected stores shall under all circumstances lie at the risk of the supplier from the moment of such rejection and if such stores are not removed by the supplier within the period aforementioned, the Inspector/Purchaser may either return the same to the supplier at his risk and cost of public tariff rate by such mode of transport as the purchaser or Inspector may select, or dispose of such stores at the supplier's risk on his account and retain in such portion of the proceeds as may be necessary to cover any expense incurred in connection with such disposal. The purchaser shall also be entitled to recover handling and storage charges for the period during which the rejected stores are not removed.
- (n) **Inspection Notes** : On the stores being found acceptable by the Inspector, he shall furnish the supplier with necessary copies of Inspection notes duly completed, for being attached to the supplier's bill in support thereof.

18. **Packing and Transport**

- (a) It shall be the responsibility of the successful tenderers to arrange for the stores being sufficiently and properly packed for transport by Rail, Road or Sea as the case may be so as to their being free from loss or injury on arrival at destination. The packing of the stores shall be done at the expenses of the successful tenderer.
- (b) The successful tenderer is responsible for obtaining a clear receipt from the transport authorities specifying the goods dispatched. He will not book any consignment on a "said to contain" basis. If he does so, he does it on his own responsibility. Coal India Limited and/or its subsidiary company shall pay for only such stores as are actually received by them in accordance with the contract.



- (c) All packing cases, containers, packing and other similar materials shall be supplied free by 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 easily. 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 work like 'Fragile', 'Handle with care'. Weight of each packages will be marked on the package.
  - (e) A complete list of contents in each package called the packing list will be prepared and one copy will be packed in the package itself and another copy will be forwarded to the consignee, in advance.
19. **Delivery** : The time for and the date of delivery of the stores stipulated in the "Purchase Order" shall be deemed to be the essence of the contract and delivery of the store must be completed by the date specified.
20. In the event of failure to deliver or dispatch the stores within the stipulated date/period in accordance with the samples and/or specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, Coal India Ltd. and its subsidiary Companies should have the right :
- (a) To recover from the successful tenderer as agreed liquidated damages, a sum not less than 0.5% (half percent) of the price of any stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10%. Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division.
  - (b) To purchase elsewhere, after due notice to the successful tenderer on the account and at the risk of the defaulting supplier the stores not supplied or others of a similar description without canceling the supply in respect of the consignment not yet due for supply; or
  - (c) To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk and cost of the defaulting supplier; and also
  - (d) To extend the period of delivery with or without penalty as may be considered fit and proper, the penalty, if imposed shall not be more than the agreed Liquidated Damages referred in clause (a) above.
  - (e) To forfeit the Security Deposit full or in part.
  - (f) Whenever under this contract a sum of money is recoverable from any payable by the supplier, Coal India Limited and its Subsidiary Companies shall be entitled to recover such sum by appropriating, in part or in whole by deducting any sum or any other contract should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay Coal India Limited and its subsidiary companies on demand in remaining balance. The supplier shall not be entitled any gain on any such purchase.
21. If the execution of the contract/supply order is delayed beyond the period stipulated in the contract/supply order as a result of outbreak or hostilities, declaration of an embargo or blockade, or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God then Coal India Limited and 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 Coal India Limited and its subsidiary companies, the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended.
22. The supplier shall allow reasonable facilities and free access to his works and records to Inspector, Progress Officer or such other Officer nominated for the purpose. Inspector of stores, i.e. supplies made by the successful tenderer against the supply order mentioned at (15) above, shall be carried out by the

Inspector/Consignee at the colliery site/stores or by the Inspecting Wing (inclusive of all its branch offices) of the DGS&D, New Delhi or any other agency as may be specified in the supply order. Where necessary, inspection may be carried out at the supplier's premises.

23. Coal India Ltd. and/or its subsidiary companies do bind itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity offered and the tenderer shall supply the same at the rate quoted.
24. The supplier shall at all times indemnify Coal India Limited and its subsidiary companies against all claims which may be made in respect of the suppliers for infringement of any right protected by patent, Registration of Design or Trade Mark, provided that in the event of any claim in respect of alleged breach of Letter Patent, Registered Design or Trade Mark being made against Coal India Ltd. and/or its subsidiary companies, the said authority shall notify the supplier of the same and the supplier shall be at liberty at his own expense to settle any dispute or to conduct any litigation that may rise therefrom.
25. **Carrying Vessels for Imported Items :** In case of machinery imported from abroad, it is preferable that shipment should be affected in Indian Vessels, wherever possible. Supplies will however not be delayed on this account.
26. **Freight :** The stores shall be dispatched at public tariff rates in the case of FOR station of dispatch contract and the stores shall be booked at full wagon rates whenever available and by the most economical route or by the most economical tariff available at the time of dispatch as the case may be. Failure to do so will render the supplier liable for any avoidable expenditure causes to the purchaser.

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

27. **Passing of Property :** Property in the stores shall not pass to the purchaser unless and until the stores have been delivered to the consignee or interim consignee as the case may be in terms of the contract.
28. **Laws Governing the Contract**
- (a) This contract shall be governed by the Laws of India for the time being in force.
- (b) Irrespective of the place of delivery, the place of performance of place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender or supply order has been issued.
- (c) **Jurisdiction of courts :** The courts of the place from the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.
- (d) **Marking of Stores :** The marking of stores must comply with the requirements of the law relating to Merchandise Marks for the time being in force in India.

29. **Corrupt Practices**

- (a) The supplier shall not offer or give or agree to give to any person in the employment of the purchaser or working under the orders of Coal India Ltd. and/or its subsidiary companies any gift or consideration of any kind as an inducement or reward for going or forbearing to do or for having done or forborne to do any act relating to the obtaining or execution of the contract or any other contract with the purchaser or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the purchaser. Any breach of the aforesaid condition by the supplier or any one employed by him or acting on his behalf (whether with or without the knowledge of the supplier) or the Commission of any offence by the supplier or by any one employed by him or acting on behalf under Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 and any amendments thereto or any other Act enacted for the prevention of corruption by Public Servants shall entitle Coal India Limited and or its subsidiary companies to cancel the contract and all or any other contract with the supplier and to recover from the supplier the amount of any loss arising from such cancellation in accordance with the provision of Clause 20.

- (b) Any dispute or difference in respect of either the interpretation effect or application of the above condition or of the amount recoverable, the re-under by the purchaser from the supplier shall be decided by Coal India Limited and its subsidiary companies whose decision thereon shall be final and binding on the supplier.

30. **Insolvency and Breach of Contract**

- (a) Coal India Limited and/or its subsidiary companies may at any time by notice in writing, summarily determine the contract without compensation to the supplier in any of the following event, that is to say :

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

- (b) If the supplier being a company is wound up voluntarily by the order of a court or a Receiver, Liquidator Manager on behalf of the Debenture-Holders is appointed a receiver, Liquidator or Manager.
- (c) If the supplier commits any breach of the contract not herein specifically provided for,

Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also the supplier shall be liable to pay to the purchaser for any extra expenditure he is thereby put to and the supplier shall under no circumstance be entitled to any gain or repurchase.

31. **Terms of Payment**

- (a) For all stores, 100% payment should be made on receipt of the consignment at site and acceptance by the consignee as per actual payment term stipulated in the contract. The number and date of Railway Receipt, Bill of Lading, Air Way Bill or Consignment Note under which the goods charged for in the bill are dispatched by Railway, Ship, Air or Road respectively. Air Way Bill or Consignment Note is forwarded to the consignee should be quoted on the bill. In the case of stores dispatched by post, the postal receipt should be attached in original to the bill and its number and date quoted therein.
- (b) Payment against the supply orders placed either by the subsidiary company or by Coal India Limited shall be arranged by the subsidiary companies, if not specified otherwise. Wherever order is placed by Coal India Limited or any foreign supplier involving requirement more than one Subsidiary Co., payment shall be arranged by CIL normally through Letter of Credit.
- (c) Payment for Agency Commission, if any, involved, may be considered in case of necessity, subject to compliance of the Government of India Guidelines issued from time to time. The name of the Indian Agent with their full address and the quantum of Agency commission, if any, payable, shall have to be mentioned in the supply order itself.
- (d) Payment from CIL may also be considered, if felt necessary, by the CIL management, even though order is placed against the requirement of one subsidiary company by CIL.

32. **Progress Reports**

- (a) The supplier shall from time to time render such reports concerning the progress of the contract and/or supply of the stores in such form as may be required.
- (b) The submission, receipt and acceptance of such reports shall not prejudice the right of the purchaser under the contract, nor shall operate as an estoppel against the purchaser merely by reason of the fact that he has not taken notice of or objected to any information contained in such report.

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**ANNEXURE-II****SCHEDULE OF REQUIREMENT**

**Consignee :** Regional Director, CMPDI, RI-IV, Nagpur.

**Destination :** CMPDI Complex, Kasturba Nagar, Jaripatka, Nagpur

**Delivery :** Materials are to be delivered within 30 days from the date of issue of Supply Order. However, the tenderer may quote their firm delivery period.

Item No.	Description of material	Unit of Qty.	Qty. Reqd.
1.	CEILING FAN : Electric ceiling fan (without regulator) shall be capacitor type with 2 nos. ball bearings suitable for operation on single phase, AC 230 or 240 Volt, 50 Hz supply. The ceiling fan should be complete with capacitor, down rod, canopies, three no. of blades, shackles, nuts, locking bolt, split pin, connection wire etc. required for erection in clamp/hook. The winding wire used shall be of copper. The ceiling fan should be suitable for operation at different speeds through regulator.	No.	75

**DETAIL SPECIFICATION :**

Sweep	1200 mm
No. of blades	3
ISI marking	IS:374-1979
Max. Input Power	50 Watts
Voltage	230 or 240 Volts
Speed	300-350 RPM
Star Rating	5 Star
Min Air delivery	200 cum/min
Min. Service value (cu.mtr./min/watt)	4
Color	Brown/White
MAKE	Reputed make like USHA/BAJAJ/SURYA/CROMPTON GREAVES/HAVELLS/ORIENT etc.

**HOD(S&P)**



ANNEXURE-III

PRICE BID FORMAT

( To be submitted on the letter head of the Tenderer )  
( Submit the Price Bid in Part-II in separate envelope )

Item No.	Description of Item	Unit of Measure	Quantity	Basic Unit Price (Rs.)	Discount (%)	Excise Duty (%)	Sales Tax / VAT (%)	Packing & Forwarding Charges	Freight Charges	Insurance Charges (%)	Octroi/LBT %	Total Price (Landed Value) Per Unit (Rs.)	Grand Total (Rs.)
		TO BE SUBMITTED ON THE LETTER HEAD OF TENDERER IN PART-II											

*Note : (1) Details of Prices, discount, taxes and duties and cost of installation must be indicated in the Price Bid.*

*Signature of Tenderer  
(with seal)*

## ANNEXURE-IV

**TECHNICAL SPECIFICATIONS OFFERED BY TENDERER AND  
CHECKLIST SHOWING DEVIATIONS FROM THE TECHNICAL SPECIFICATIONS OF NIT****( To be submitted on the letter head of tenderer alongwith Part-I)**

S.No.	Particulars	Bidder to confirm : YES or NO
	MAKE	*
1	Sweep : 1200 mm	
2	No. of blades : 3	
3	ISI marking : IS:374-1979	
4	Max. Input Power : 50 Watts	
5	Voltage : 230 or 240 Volt	
6	Speed : 300-350 RPM	
7	Star rating : 5 star	
8	Min. air delivery : 200 cu. mtr. / min.	
9	Min Service value ( cu. mtr./min/watt) : 4	
10	Color : White/Brown	

***Note : \* Bidder to mention Make/Brand of offered ceiling fan.***

***Deviations must be highlighted. Details of deviation must be clearly indicated.***

***Signature of Tenderer  
(with seal)***



## ANNEXURE-V

**COMMERCIAL TERMS & CONDITIONS AND**  
**CHECKLIST SHOWING DEVIATION FROM COMMERCIAL TERMS &**  
**CONDITIONS**

( To be submitted alongwith Part-I )

Refer Clause	Particulars	Indicate Yes / No
(1)	(2)	(3)
<b>ELIGIBILITY</b>	Are you a <b>Manufacturer</b> <input type="checkbox"/> <b>Authorised Dealer</b> <input type="checkbox"/> <b>Stockist</b> <input type="checkbox"/> Put ✓ mark in appropriate box.	
	Have you submitted requisite document for being a Manufacturer / Authorised Dealer / Stockist?	
	Have you submitted requisite self attested copies of Supply Order(s) in line with Clause 1.0.2 of NIT?	
1.4.21	<b>DECLARATION REGARDING BANNING/DELISTING</b> :Have you submitted requisite declaration regarding banning / delisting in Part-I in line with Clause 1.4.21of NIT?	
2.1.0	<b>PRICES</b> : Whether prices quoted are FOR destination as per Clause 2.1.0 of NIT?	
2.2.0	<b>VALIDITY OF OFFER</b> : Is your offer valid for Six months (180 days) from the date of opening of tender in line with Clause 2.2.0?	
2.3.0	<b>PAYMENT TERM</b> : Have you accepted Payment term as per Clause 2.3.0 of NIT?	
2.4.0	<b>DELIVERY</b> : Have you accepted to deliver the material as per the Schedule of Requirement in line with Clause 2.4.0 of NIT?	
2.5.0	<b>INSPECTION</b> : Have you accepted the condition of inspection in line with Clause 2.5.0 of NIT?	
2.6.0	<b>REPLACEMENT OF REJECTED MATERIALS</b> : Have you accepted to replace the rejected materials in line with Clause 2.6.0 of NIT?	
2.7.0	<b>PACKING</b> : Have you accepted the condition of packing in line with Clause 2.7.0 of NIT?	
2.8.0	<b>GUARANTEE/WARRANTY</b> : Have you agreed to the Guarantee/Warranty term in line with Clause 2.8.0 of NIT?	
2.9.0	<b>PERFORMANCE BANK GUARANTEE</b> : Have you agreed to submit requisite Performance Bank Guarantee in line with Clause 2.9.0 of NIT?	
2.10.0	<b>SAMPLE</b> : Have you submitted the samples in line with Clause 2.10.0 of NIT?	<b>NOT REQUIRED</b>
2.11.0	<b>LIQUIDATED DAMAGE</b> : Have you accepted Liquidated Damage clause in line with clause 2.11.0 of NIT?	
2.12.0	<b>PRICE FALL CLAUSE</b> : Have you accepted Price Fall Clause in line with Clause 2.12.0 of NIT?	
2.13.0 & 2.14.0	<b>EARNEST MONEY DEPOSIT / SECURITY DEPOSIT</b> : Are you exempted from deposit of Earnest Money / Security Money as per Clause 2.14.0(c)?	
	(a) <b>If yes</b> , have you enclosed documentary evidence issued by Govt. for according exemption towards submission of EMD/SD ( for the tendered items)?	
	(b) <b>If No, ( i) Earnest Money Deposit</b> : Have you submitted Earnest Money in Part-I in line with Clause 2.13.0 of NIT?	
	( ii) <b>Security Deposit</b> : Have you accepted to deposit Security Money in line with Clause 2.14.0 of NIT?	

*Note : Details of deviation, if any, should be indicated separately.*

*Signature of Tenderer  
(with seal)*



ANNEXURE-VI

**DECLARATION**

*I / We hereby declare that I/ we have not been banned or delisted by any Govt. or Quasi Govt. Agencies or PSUs.*

*Signature of Tenderer  
(with seal)*

***Note : If a bidder has been banned / delisted by any Govt. of Quasi Govt. Agencies or PSUs, the fact must be clearly stated. In case the tenderer has been banned / delisted and this fact is not declared, the bid will be rejected as non-responsive.***

**TO BE SUBMITTED ON THE LETTER HEAD OF TENDERER  
IN PART-I**





**ANNEXURE-VII**

**Bank Guarantee Format**

Messers ..... A Company having its office at .....  
..... (hereinafter called the Seller) has entered into a Contract No. RIN/ PUR/..... Dated ..... (hereinafter called the said Purchaser) to supply Equipment/Plant/Machinery on the terms and conditions contained in the said contract.

It has been agreed that hundred percent (100%) payment of the value of the Equipment/ Plant/Machinery will be made to the Seller in terms of the said contract on the seller furnishing to the Purchase a Bank Guarantee for the sum of ..... equivalent to 10% of FOR destination value of the order as security for the due and faithful performance of the terms of the said contract and against any loss or damage caused to or would be caused to or suffered by Purchaser by reason of any breach of the said Seller of any of the terms and conditions contained in the said Contract.

The ..... Bank having its office at ..... has at the request of the Seller agreed to give the guarantee as hereinafter contained.

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

We ..... Bank Limited, further agree that the guarantee herein contained shall come in to force from the date hereof and shall remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of the Purchaser under or by virtue of the said contract have been fully paid and its claims satisfied or purchaser certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Seller and accordingly discharge the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the ..... (date to be given ..... months from the date of the bank guarantee) we shall be discharged from all liability under this guarantee thereafter.

We ..... Bank Limited, further agree with the Purchaser, that the Purchaser shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser, against the said Seller and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason or any such variation or extension being granted to the said Seller or for any forbearance act or omission on the part of the Purchaser, or any indulgence by the Purchaser, to the said Seller or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.



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The Bank further agree that in case this guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above, the Bank shall pay to the Purchaser the said sum of ..... (specify the amount) of such lesser sum as may then be due to the Purchaser and as the Purchaser may demand.

We ..... Bank Limited, lastly undertake not to revoke this guarantee during its 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.

The Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor.

Dated ..... day of ..... 200...  
For ..... Bank Limited.

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