

Eastern Coalfields Ltd.

(A subsidiary of Coal India Ltd.)

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

TENDER DOCUMENT

Tender No. : ECL/PUR/61281194/Bomb Calorimeter/120

Date: 21.01.2012

Due on: 14.02.2012

Issued to

M/s _____

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

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

Last Date and Time of receipt of tender upto 1:00 pm on ___14-02-2012__

Date and Time of opening of tender (Cover-I) at 3:00 pm on ___14-02-2012__

- Enclosures :
- 1) Important Terms and Conditions of Supply, Enclosure 1.1- "Eligibility Criteria"
 - 2) Commercial Terms (see also special notes of enclosure 4 for other commercial terms) applicable to the tenderers. Enclosure 2.1- Additional Terms and Conditions applicable for the tender
 - 3) Mode of Submission of Tender.
 - 4) Schedule of Specifications, Requirement and Special Notes
 - 5) Checklist of Commercial Terms and Conditions
 - 6) Criteria for Provenness for ECL
 - 7) General Terms & Conditions of Supply of Stores

NOTE 1) – The following annexures are part of the tender :

Annexure – A (Format for Integrity pact)

Annexure – B (Format for 'Guarantee Bond for Security')

Annexure – C (Format for 'Letter of Performance Guarantee')

Annexure – D (Format for '**Guarantee bond for Security cum Performance**)

Note 2) Firms other the ones to whom LTE has been issued may also quote against the tender with requisite documents if they find themselves eligible as per eligibility criteria (Enclosure 1.1) of the tender and proven as per provenness criteria of the Tender (enclosure 5). Such firms should download complete tender document from the website and enclose a copy of the same, duly sealed and signed at all pages along with their offer, as a token of acceptance of the tendered conditions

Important Terms and Conditions of Supply

Sealed tender in duplicate are invited from proven and eligible firms as per enclosure 1.1 & Enclosure – 6 for supply of stores as per the specifications and requirement enclosed and terms and conditions enclosed. The tenderer must submit offer in Two Cover system strictly as per “Mode of Submission of Tender” enclosed. Offers submitted otherwise will be summarily rejected.

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

Tender will be governed by the following conditions :-

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

A tender which has not been received on the due date and before the due time of opening of the tender will not be considered. Any relaxation in this respect will not entertained.
- 8) Only representatives authorised in writing by the respective tenderers shall be permitted to be present during the tender opening along with the condition of only one person per participating/attending tenderers. Representatives of a firm who has NOT participated in the tender shall not be permitted to be present at the time of opening of a tender.
- 9) Rate must be quoted in unit mentioned in the schedule.
- 10) Tenderers must indicate if they are registered with DGS&D/NSIC/ECL. In case the tenderers submit self-attested copies of registration certificate of DGS&D/NSIC/ECL, Licence from BIS and approval certificate issued by DGS&D/other Independent Statutory bodies of Govt. of India, along with the tender, such documents should be duly attested by Notary Public.

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

- 26) Self attested copies of order copies received from subsidiaries of CIL for the quoted items should be submitted along with the quotation in the first bid. The list of parts supplied with the details of order reference and the performance report, if any, should be furnished along with the offer.
- 27) ECL reserves the right to reject or accept or withdraw the tender in full or in part as the case may be without assigning reasons thereof. Tenderers are advised to carefully note that deviations in these terms will not be entertained.
- 28) All disputes are subject to Asansol Jurisdiction
- 29) In case of any dispute, the decision of GM(PUR)/Dir(T)-P&P/CMD of the Company will be final.

Enclosure 1.1

ELIGIBILITY CONDITONS:

- a) Only proven indigenous/foreign manufacturers or their authorized Indian agents/dealers/distributors/outlets (where manufacturer market their products in India only through their Indian agents/dealers/ distributors/outlets as a matter of policy) are eligible to bid against this tender. Tenderer should indicate their status accordingly.
- b) It should be noted that either the Indian Agent on behalf of the foreign principal or the foreign principal directly may bid in this tender, but not both. Tenderer should further ensure that in cases where an agent participates in a tender on behalf of one manufacturer, he is not allowed to quote —on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item. Tenderer should take note of the same confirm.
- c) In case the tenderer is a manufacturer, the full address of works with ~~SCANNED~~ NOTARISED COPY of their valid registration with NSIC/SSI/DIC/DGS&D/Registrar of Companies etc in their own name is to be uploaded with the offer.
- d) Cases where authorized Indian agents/dealers/ distributors/outlets of the manufacturers are quoting, besides documents of the manufacturer as at c) above, Authorization certificate of the manufacturer (duly attested by PUBLIC NOTARY) valid on due date of tender opening OR authenticated authority letter (Scanned copy of original letter specifying the tender reference) in the name of tenderer from manufacturer for the tendered items should be uploaded by the tenderer along with the offer, failing which the offer will stand rejected
- e) In case of goods of imported origin, authorized Indian Agent of foreign manufacturers are also authorized to quote along with authenticated authority letter (~~Scanned~~ copy of original specifying the tender reference) in the name of tenderer from foreign manufacturer/Indian entities of foreign manufacturer for the tendered items. In absence of such authority/reference, the offer shall be ignored directly.

Firm shall be considered proven only if they fulfill the "Criteria for provenness for ECL", details of which are provided at Enclosure – ~~X~~ -6.

Chief General Manager (MM)

COMMERCIAL TERMS APPLICABLE TO THE TENDERERS.

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

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

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

The prices should be as per the following formats :

(a) Format for bid in Indian Rupee:

DESCRIPTION	UNIT	QUANTITY QUOTED	BASIC EX-WORKS PRICE and Ex-Godown / ex-Depot as applicable (Per Unit)	EXCISE DUTY (% Rate and total amt) (Per Unit)	SALES TAX / VAT (% Rate and total amt) (Per Unit)	PACKING & FORWARDING CHARGES (Per Unit)	FREIGHT (Per Unit)	TRANSIT INSURANCE (Per Unit)	OTHER CHARGES (Per Unit)	LANDED COST (Per Unit)	LANDED COST FOR TOTAL QNTY. QUOTED
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NOTE : YOUR PRICE BID MUST BE SUBMITTED IN THE ABOVE FORMAT AND IT MUST BE CONFIRMED BY YOU THROUGH A SEPARATE CERTIFICATE IN PART-I CONFIRMING THAT YOUR PRICE BIDS HAVE BEEN SUBMITTED ALONG WITH THE NECESSARY INFORMATION IN THE ABOVE FORMAT IN COVER-II. PLEASE NOTE THAT IN NO CASE PRICE SHOULD BE DISCLOSED IN COVER-I. FAILING TO COMPLY TO THE ABOVE, YOUR OFFER MAY BE LIABLE FOR REJECTION.

Note: i) Excise Duty, if applicable, will be payable extra as per prevailing Excise duty rules. Refund/Credit, if any, obtained shall be passed on to the buyer which shall be certified by the auditor of the supplier. Sales Tax will be payable extra, as applicable.

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

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

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

v) Please see Enclosure 4 also.

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

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

4. Delivery: Delivery quoted by you shall be taken as the essence of the contract. Our delivery requirement is mentioned at Enclosure 4 which should be adhered to. The delivery terms should be quoted on FOR destination (door delivery) basis.
In the event of failure to delivery or dispatch the Stores with the stipulated date / period in accordance with the samples and / or specifications mentioned in the supply order and in event of breach of any of the terms and conditions mentioned in the supply order, ECL will have the right to any or all of the following :-
- a) To recover from the successful tenderer as agreed, Liquidated Damages, a sum not less than ½% (half percent) of the price of any stores which the successful tenderer has not been able to supply as aforesaid for each week or part of the week during which the delivery of such stores may be in arrears limited to 10% (ten percent). Where felt necessary, the limit of 10% (ten percent) can be increased to 15% (fifteen percent).
 - b) To purchase elsewhere, after due notice to the successful tenderer on their account and at the risk of the defaulting supplier, the stores not supplied or others of a similar description without canceling the supply order in respect of the consignment not yet due for supply or
 - c) to cancel the supply order or a portion thereof and if so desired to purchase the stores at the risk and cost of the defaulting supplier and also
 - d) To extend the delivery period with or without penalty, as may be considered fit and proper. The penalty, if imposed, shall not be more than the agreed liquidated damages referred to in clause (a) above.
 - e) to forfeit the security deposit in full or in part.
 - f) whenever under this contract a sum of money is recoverable from any payable by the supplier, CIL and its subsidiary companies shall be entitled to recover such sum by appropriating, in part or in whole by deducting any sum or which at any time thereafter may become due to the successful tenderer in this or any other contract. Should this sum be not sufficient to recover the full amount recoverable, the successful tenderer shall pay to CIL/its subsidiary companies on demand the remaining balance. The successful tenderer shall however not be entitled to any gain on any such purchase.
5. Validity : The offer should be valid for 180 days from the date of opening of the Cover-I indicated in this tender.
6. Payment Terms : As per enclosure - 4.
7. Guarantee and Test Certificate : Manufacturer's Guarantee and Test certificate should be furnished by the supplier along with the stores.
8. Guarantee/Warranty: As per Enclosure - 4.
9. Price fall Clause : a) The prices charged for the stores to be supplied under the supply/purchase order by the suppliers shall in no event exceed the lowest price at which suppliers sell the stores or offer to sell the stores of identical description to any customer during the tenure of the supply order.
b) If any time during the said period, the suppliers reduce the sale price, sell or offers to sell such stores to any other customer at a price lower than the ordered price, they shall forthwith notify such reduction of sale or offer to sell to us to enable us to amend the rates of the order.
10. Earnest Money : All tenderers must deposit as Earnest Money an amount of Rs.40,000/- (Rupees Forty Thousand Only). The Earnest Money Deposit should be in the form of Demand Draft of any Scheduled/Nationalised Bank payable at Asansol drawn in favour of "Eastern Coalfields Limited" and must accompany the quotation i.e. Cover-I of the bid. For unsuccessful tenderer, the Earnest Money Deposit shall be refunded immediately after finalisation of the tender. The Earnest Money Deposit shall be forfeited if any tenderer withdraw their offer before finalisation of the tender or fails to submit order acceptance within 15 days from the date of order. However, if any State/Central Govt. organization / PSUs and valid DGS&D/NSIC registered (for the tendered items) firm can produce documentary evidence issued by Govt. authorities for according exemption towards submission of EMD, they may be considered for exemption for submission of EMD. Similarly, Ancillary units of ECL for the tendered items shall also be exempted from depositing Earnest Money subject to submission of copy of Ancillary Certificate.

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

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

12. In case tenderer claim exemption from Earnest Money Deposit and Security Deposit, the required documents (i.e. as at Sl. No. 10 & 11) must be attested by Notary Public.
13. Inspection : The materials to be supplied against any order are subject to inspection by the authority to be deputed for the purpose before dispatch if required. The stores as received by the consignee will also be subject to inspection at consignee's end and the same shall be final and binding upon the supplier. If any stores are rejected, consignee will have liberty to :-
- a) Allow the supplier for satisfactory replacement of the rejected part within a specified time and supplier will bear the cost of replacement such as freight etc. and any such replacement will be without being entitled to any extra payment.
 - b) Buy elsewhere the quantity of stores similar to those rejected at the risk and cost of the suppliers.
 - c) Terminate the contract whether in part or whole. Rejected part / quantity shall have to be removed by the suppliers within 15 days of receipt of intimation of rejection.
14. Original of Money Receipt towards purchase of tender documents must be submitted along with the techno-commercial bid (Cover-I) in case the tender documents have been purchased manually. In case the tender document has been downloaded from the website, then Demand Draft payable as Tender Fees drawn in favour of "Eastern Coalfields Limited", payable at Asansol should be enclosed or documentary evidence towards exemption should be enclosed. Otherwise, the offer will not be considered as valid.
15. Supply orders if placed will be subject to terms and conditions stipulated in the printed "General Terms & Conditions of Supply of Stores" enclosed unless otherwise stated in the enquiry/order.
16. In case any of the stipulation of this tender or "General Terms & Condition of Supply of Stores" is found to be incongruent to the stipulations of the specification schedule, then the stipulation of the specification schedule shall hold good.

17. Purchase preference for products and services of Central Public Sector Enterprises shall be given as per Govt. of India's current guidelines/policy.
18. Purchase preference for Ancillary Units of ECL shall be given as per ECL Management's Policy.
19. Deemed Exports : If the bidder has quoted the items under the deemed exports, then it will be the responsibility of the bidder to get all the benefits under deemed exports from the Government. ECL's responsibility shall only be limited to the issuance of required certificate. The quotation will be unconditional and phrases like "subject to availability of deemed export benefit" etc. will not be accepted.
20. Banned or delisted suppliers : The bidders shall give a declaration that they have not been banned or de-listed by any Government or quasi-Government agencies or PSUs. If a bidder has been banned by any Government or quasi-Government agencies or PSU, this fact must be clearly stated and it may not necessarily be a cause for disqualifying him. If this declaration is not given, the bid will be rejected as non-responsive.
21. Tenderers should note that ECL is entitled to increase or decrease the quantities against any / all the items of the tender by not more than 20% (twenty percent) before opening of the price bid.
22. Deviation : Normally, no deviations is acceptable to the tendered conditions. Terms and offers which are in deviation are liable for rejection without making any back reference to the tenderers. Offers as asked for must be submitted complete in all respect. Deviations, if any, sought by the bidder, whether these are commercial or technical deviations, must only be given in the schedules prescribed for them as below :

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

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

Chief General Manager(MM)

Additional conditions applicable for the Tender

-/1/- It is preferred that offer against the tender should be made directly from the manufacturers. However, Indian agent of a foreign manufacturer can also quote against this tender, in case the foreign manufacturer as a matter of policy is not interested to quote directly. It should be noted that either the Indian Agent on behalf of the foreign principal or the foreign principal directly may bid in this tender, but not both. Tenderer should further ensure that in cases where an agent participates in a tender on behalf of one manufacturer, he is not allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

-/2/- **RATES :-**

2.1 The rates shall be quoted on FOR destination basis in case of offer from Indian manufacturers. The quotation should indicate the basic price, applicable concessional Sales Tax and Excise Duty, Freight, Transit Insurance, Packing and Forwarding charges. Lastly landed price as a summation of all charges shall also be indicated. Percentage of Excise Duty and concessional Sales Tax applicable on the date of opening of tender should also be mentioned,

2.2 The rate should be quoted on FOB Delivery Port basis in foreign currency inclusive of packing, forwarding etc. in case of offers from overseas firms. No other basis will be accepted. It will in your own interest to familiarize yourselves with Indian Customs Duty and other levies applicable. Normal Customs Duty shall be applicable in the instant case.

The conversion factor for converting foreign currency FOB Port of Exit basis to FOR destination in Indian Rupees shall be as follows:-

A/	FOB Cost	As quoted by you
B/	Sea Freight	12% on FOB in case of USA/Canada/Japan Sectors or 10% in case of other Sectors.
C/	Transit Insurance	As applicable in CIL/ECL
D/	CIF Value	Addition of A/ B/ & C/
E/	Custom Duty and countervailing duty and Education Cess	As applicable on assessable value (CIF value plus landing charges etc)
F/	Port clearance charges and forwarding charges	2% of FOB
G/	Inland freight upto destination	3% of FOB
H/	Landed cost	Addition of D/ E/ F/ & G/

The CIF price shall be multiplied by the Exchange Rate between Indian Rupees and the quoted Foreign currency, prevailing on the date of opening of the price bid. The applicable rate will be the "Selling BC Rate" of State Bank of India. Otherwise, the rates as available from the National Newspapers will be taken.

In case, Indian agency commission etc. is payable over and above the FOB value, then the same shall also be added in the calculation to arrive at the landed value.

For comparison of import offer with the indigenous offer in a Global Tender, landed price of indigenous offer (i.e. FOR Destination price plus Excise duty plus Sales tax plus Octroi, if any, shall be compared with the Landed price of Import offer i.e. CIF price plus Customs Duty plus Port Clearance plus inland freight etc. as above.

However, sea freight and transit insurance, Customs duty, port clearance and forwarding charges, inland transportation shall be payable at actuals by our Port Consignee.

2.3 Conditional discounts of any nature /differential pricing will not be considered.

-/3/- **AGENCY COMMISSION** : In case of offers from overseas firms quoting in foreign currency, you shall have to declare in your offer whether any agency commission/rebate /discount/margin or engineering/technical service charge etc. from the FOB value or over and above the FOB value of the contract is payable to any person/firm/agency etc. in India or abroad. In case it is payable, then the quantum of the same in percentage terms along with the name of the person/firm/agency and their full address should be clearly mentioned in the offer. In case it is not payable, the same should be clearly mentioned in the offer in the following manner – “that no commission, rebate, discount, margin or engineering/technical service charges etc. from the FOB value or over and above the FOB value of the contract/supply order is payable to any person/firm/agency etc. in India or abroad”.

3.1.1 Payment of agency commission, if any involved, may be considered in case of necessity, subject to compliance of Government of India guidelines issued from time to time.

3.1.2 The following should also be submitted for our examination:-

- a. Foreign Principal's Proforma Invoice or any other authentic documents indicting the commission payable to the Indian Agent, nature of after-sales service to be rendered by the Indian Agent & the precise relationship between the principal and agent and your mutual interest.
- b. Copy of the agency agreement, if any, with the foreign principal stating the precise relationship between you and your mutual interest in the business..
- c. In case, the items to be ordered fall under the restricted list of the current export-import policy of the Govt. of India, the enlistment of the Indian agent with Director General of Supplies and Disposal, New Delhi under Compulsory Registration Scheme of the Ministry of Finance may be submitted. Otherwise, it may be confirmed that the tendered item(s) does not fall under the restricted list.

-/4/- TERMS OF PAYMENT : As per Enclosure 4.

-/5/- COUNTRY OF ORIGIN : Overseas firms should mentioned the Country of Origin for their quoted items. In case, indigenous items are offered by indigenous manufacturers, then it should be confirmed that equipments are of indigenous nature.

-/6/- DELIVERY :-

6.1 Delivery should be made on FOR destination (door delivery) basis for indigenous manufacturers.

6.2 Delivery should be made on FOB delivery port basis for imported supplies.

In case of foreign supplier, the actual date of shipping, as given in the Bill of Lading, will be considered as the date of supply. Also, the shipping will have to be made in accordance with the prevailing rules of Govt. of India.

6.3 Partial shipment may be allowed, if need be as per delivery terms of the order and trans-shipment shall not be allowed.

-/7/- If the bidder has quoted the items under the deemed export, than it will be the responsibility of the bidder to get all the benefits under deemed exports from the Government. CIL/Subsidiary Companies responsibility shall only be limited to the issuance of required certificate. The quotation will be un-conditional and phrases like “ Subject to availability of deemed exports benefit” etc. will not be accepted.

-/8/- PAYING AUTHORITY : Chief General Manager(Finance), ECL Sanctoria, P.O. Dishergarh – 713333, Dist. Burdwan (West Bengal)

-/9/- CONDITIONS APPLICABLE FOR OFFERS FROM AUTHORISED INDIAN AGENTS OF FOREIGN MANUFACTURERS.

9.1 The authorization of the foreign principals in favour of the Indian Agents must be enclosed with the offer.

9.2 In case of acceptance of offer of imported items in rupee payment terms, payment terms applicable for indigenous materials shall be applicable. However, in such cases the tenderers shall have to submit the following documents with each supply for authenticity and genuineness of supply of imported materials :-

[a]	Principal Invoice or Principals	Photocopy as well as
[b]	Packing List	original to be furnished.
[c]	Bill of Lading	----- do -----
[d]	Bill of Entry	----- do -----

All the above originals of principal invoice/principal packing list, bill of lading and bill of entry shall be return to the firm after verification with the photo copies submitted by the firms and after a suitable endorsement on the original documents in token of receipt of ordered materials as per principal invoice/packing list.

In case it is not possible for the tenderer to submit original copy of bill of lading on ground that the same was deposited with the Custom Authorities than the tenderer shall submit the second or third original bill of lading copy for verification.

9.3 In case of spares of imported origin, the tenderer must established with documentary evidence their credentials and arrangement for providing prompt after sales service as and when required.

9.4 In case of Imported stores where the supplier is to arrange importation and paying customs duties etc. the rates quoted will be on F.O.R. Destination basis and the safe arrival of the consignment from the Country of origin dispatched to the destination will be of supplier responsibility. In that case sales tax and statutory local levies (if any) will be payable extra as applicable. No excise duty will be payable.

9.5 In case of imported stores (other than direct import by Coal India Limited/ other subsidiary Companies) the firm should quote FOR destination price and the firm shall have to give a confirmation along with their offer that a certificate from their Auditor certifying that they have paid customs duty as per prevailing customs rate and refund, if any, shall be passed on to the buyer, shall be submitted along with supplies / bills..

-/10/- PURCHASE OF STORES FROM GOVT.DEPTT/UNDERTAKINGS - Where State or Central Govt. Undertakings/Deptts. Participate in the tender and are in a position to meet the requirements, purchase may be made from them after taking into consideration the Govt. guidelines in respect of such purchases.

-/11/- For arriving at the value of performance Bank Guarantee, in case the same is to be submitted for import orders, the order value 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 price bid, to the FOB price of the materials on order.

-/12/- In event of placement of any supply order on overseas firm, against this tender, following conditions will apply. Tenderers should confirm acceptance of the same :-

12.1.1 The supplier would provide for proper sea-worthy and safe packing for protection of the goods and accessories against wear, tear, rough handling and whenever necessary provisions for required fittings shall have to be made to ensure proper handling of the packages. Tenderer will also be responsible for any damages due to defective packing of goods in event of placement of order against the tender and supplies made

12.1.2 The supplier should inform the clearing & forwarding Department of CIL about the following information by fax on the day of shipment. A copy of non negotiable document must be directly sent to the clearing & Forwarding Department of CIL by 2 –3 days of shipment :

- > Contract No / Supply Order No .
- > L/C No
- > B/L No / AWB No & Date
- > Port of Shipment
- > In case of Air Delivery already effected/known to be effected , the Cargo arrival notice No issued by carrier , full name and address of carrier and cargo flight details.
- > Description and No. of Packages
- > FOB Value
- > Freight amount paid / to be paid
- > Ultimate Consignee name (if known to the overseas manufacturer)
- > Clearing Agent at Indian Port

-/13/- Notwithstanding anything said above, ECL reserves the right to follow any guideline or instruction received from the Government or any statutory bodies from time to time.

-/14/- *Categorical confirmation in respect of all the above points should be given in Cover-I.*

General Manager(Pur)

MODE OF SUBMISSION OF TENDER

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

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

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

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

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

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

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

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

1) Section A (TECHNICAL PART)

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

2) Section B (COMMERCIAL PART)

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

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

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

The format for submission of price data is given below :

DESCRIPTION	UNIT	QUANTITY QUOTED	BASIC EX-WORKS PRICE and Ex-Depot / ex-Depot as applicable (Per Unit)	EXCISE DUTY (% Rate and total amt) (Per Unit)	SALES TAX / VAT (% Rate and total amt) (Per Unit)	PACKING & FORWARDING CHARGES (Per Unit)	FREIGHT (Per Unit)	TRANSIT INSURANCE (Per Unit)	OTHER CHARGES (Per Unit)	LANDED COST (Per Unit)	LANDED COST FOR TOTAL QNTY. QUOTED
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Each envelope should be properly sealed and superscribed with the Tender Reference No. and due date of opening and name and address of the tenderers. Envelopes stapled shall not be accepted.

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

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

Chief General Manager(MM)

SL. NO.	DESCRIPTION	To be indicated by the Tenderer/Bidder
A	B	C
<u>Section A (Technical Conditions)</u>		
1	Brief Description of Item Required -Fully Automatic Microprocessor Bomb Calorimeter for determination of Gross Calorific Value (GCV) of crushed powered system of coal /coke / lignite / carbonaceous / rock samples as per Indian / International Standard. This should have Iso-Peribol design compact integrated and bench top model. The value of GCV should be reasonable in either or both K.Cal/Kg.and Btu/lb. Properly interfered printer, LCD with touch screen display. Fast hard copy printing facility and adequate memory storage facility.	
2	Total Quantity Required : 01(one No)	
3	DETAILED TECHNICAL DESCRIPTION	
i	Method-Iso Peribol	
ii	Operating voltage – 220/230VAC	
iii	Range – Minimum 1,000 K Cal/Kg to10,000 Cal/Kg for 1 gm. of sample	
iv	Microprocessor-Built in operational programme to perform all calculation and control heating rate the temperature and also for entrance instruction options through keyboard	
v	Processing Capacity(Operation Time) -6(Six) to 8 samples Per hour	
vi	Precision-0.1 (Zero point one.) % RSD	
vii	Resolution-1 Cal/gm.(One cal/gm)	

viii	Temperature measurement.Resolution- 0.0001 Degree Centigrade (Zero point zero zero zero one Degree Centigrade.)	
ix	Oxygen Bomb. Should resist Nitric Acid and Sulfuric Acid, working Pressure and temperature etc.	
x	Correction:-Spiking Ash, Moisture, Acid, Nitrogen, Fuse wire, Sulphur & Hydrogen	
xi	Memory Capacity- 1000 test results.(One Thousand)	
xii	Gas Filling System: - Suitable gas filling arrangements with proper regulator, cylinder and gauges for the line / vessel pressure and all necessary attachments. Cylinder capacity.(Bidder to indicate cylinder capacity)	
xiii	Power Requirement:- 230V AC +/- 10%, 50Hz single phase as per Indian conditions shall be provided. Back up facility: - Uninterrupted power supply (off line) of suitable KVA rating commensurate with power requirement of the total system with back up capacity of 1 (One) hour. CVT of suitable rating should be capable of providing require power supply for input power of 150V to 270V at 50 Hz.	
xiv	Sample Weight- 0.5 (Zero Point Five) to 1.5 (One point five) gm	
xv	A variety of bomb can be used by simplifying plug in/plug out in system	
xvi	Manufacturing Year – Should not be manufactured earlier than 2009.	
xvii	Balance- Balance Built in interface top loading electronics balance with LCD display and auto calibration facilities. Required weight range 0.1gm(zero point one gm) to 120gm(One hundred twenty gm).Resolutions 0.001gm.(Zero point zero zero one gm)	

xviii	Printer :- Either built in or suitable interfaced with the basic unit with LCD display and real time print out facilities. Adequate data storage facility and key board controlled printing facility.	
xix	Operating supplies for 5000 analysis.	
xx	Guaranteed spares for two years operation	
xxi	EXTRA 2 (two) SETs of BOMB & BUCKET shall be supplied with instrument	
xxii	NOTE:1.The equipment shall have approval by Pressure Equipment Directive(PED) 2. Test certificate of Bomb shall be provided at the time of Supply. 3. Measurement precision –As per BIS 1350(Part – I I),1970, International standard.	
<u>SPECIAL NOTES:</u>		
1	The equipment should be provided with necessary accessories required for installation, commissioning and for maintenance and repair of all components unit making of the total equipment. The accessories /attachment should be from reputed company	
2	Detailed information of the equipment and the technical brochure thereon (this include operation and service manual, flow diagram and relevant instruction for the instrument and for each components unit making of the total system configuration)	
3	The supplier should install, commission and make the performance testing of the equipment at site to the satisfaction of user nominated person. The supplier shall be responsible for the testing and commissioning of the equipment and ensure that it meets the requirement as specified .Performance testing of the equipment shall include testing with standard coal sample to be supplied by ECL.	
4	The supplier should provide free of cost training on operation ,maintenance ,hard ware and soft ware, data processing etc to the user nominated team at destination of installation for a period of ten day working days deputing their experts for this job. Standard coal sample shall be provided by ECL for training about performance testing of the equipment.	

5	<p>The supplier should provide the service of the specialist technician, skilled and experienced in the installation, commissioning and maintenance of the equipment who shall be responsible for providing advice and guidance to user staff during the installation and for ensuring and certifying that each item of the equipment is installed entirely to the user satisfaction. The technician should remain at the site following commissioning until all necessary personnel are fully conversant with the maintenance and operation of equipment</p>	
6	<p>The design supply, erection, testing and commissioning of the equipment should in all respects comply with the requirements of this specification and with the appropriate current Indian standard and codes or relevant standard issued by the international standard organization (ISO). The standard followed should be specified.</p>	
7	<p>The supplier should accept the responsibility for the provision of complete, operable and compatible equipment within the scope of supply. This note identifies only the major items required for the installation and the supplier should ensure that total supply includes all necessary components of the equipment for it to function effectively and safely. Any additional items the supplier considers necessary to ensure compliance with such a requirement should be identified and included.</p>	
8	<p>The supplier should submit their offer considering each item as indicated in the tender enquiry and will have to describe specific details of the offered item along with special mention on any deviation (if any). The supplier should not furnish any wrong or misleading information along with the offered documents.</p>	
9	<p>Delivery : The Bomb Calorimeter is required on an urgent basis. Tenderers should quote their best and earliest possible delivery. Our required delivery is on ex-stock, maximum within 30 days of receipt of Purchase Order (for Offer in Indian Rupees) and within 30 days of receipt of LC (for overseas offers in foreign currency). In case of foreign supplier, the actual date of shipping, as given in the Bill of Lading, will be considered as the date of supply. Also, shipping will have to be made in accordance with the prevailing rules of the Govt. of India. Under normal circumstances, transshipment shall not be allowed. However, partial shipment shall be allowed if need be as per delivery terms above.</p>	

10	Guarantee/Warranty :- The tenderer shall be fully responsible for the manufacturing warranty in respect of proper design quality, workmanship of material for which these are indented for a period 18 (Eighteen) months from the date of installation and commissioning.	
11	<p>PERFORMANCE BANK GUARANTEE : The supplier will have to furnish the following Performance Bank Guarantees on Scheduled/Nationalized Bank in India valid for a period of 18 months from the date of installation and commission for 10% landed value of the equipment including Taxes and other levies etc. on order as a coverage towards the Supplier's performance against the Contract, in the standard format as enclosed. The order landed value shall be calculated as per the followings guidelines:-</p> <p>a) For Indigenous orders - For arriving at the value for PBGs to be submitted for indigenous orders, the order landed value shall be arrived at by adding all taxes and duties applicable such as excise duties, Sales tax etc. to the FOR destination price of the materials in order as applicable on the date of opening of price bid.</p> <p>b) For import orders - For arriving at the FOR PBG to be submitted for Import orders, the order landed value will be arrived at by adding estimated amount of freight, insurance, port charges, and customs duty etc. as applicable on the date of opening of price bid , to the FOB price of the materials on order .The amount of PBG should remain 10% throughout the entire period.</p>	
12	After Sale Service- Supplier shall have to extend after sales service including supply of spares throughout the life of machine.	
13	Consignee :- For Direct Import - Port Consignee CGM(C&F),CIL 6, Lyons Range Kolkata-700001, INDIA	
14	Ultimate Consignee :- Dy GM, Sodepur Central Store- ECL, P.O. Sunderchak. Distt : Burdwan (West Bengal), India .	
15	For Indigenous Order :- Dy GM, Sodepur Central Store- ECL, P.O. Sunderchak. Distt : Burdwan (WestBanganl), India .	
16	Any Terms & Conditions not specifically mentioned in any of the enclosures of this Tender Enquiry shall be governed by the General Terms & Conditions of Supply of Stores as mentioned in Enclosure-7 here to. Further any Terms & Conditions not specifically mentioned anywhere in the General Terms & Conditions of Supply of Stores shall be governed by the provisions of Purchase Manual which is available in the Website of Coal India Ltd namely- (www.coalindia.in).	
17	Paying Authority: General Manager(Finance) I/c, Eastern Coalfields Limited Santoria, P.O. Dishergarh - 713333.	

18	Submission of Bills: The supplier shall have to submit bills (5 copies) to the consignee alongwith the consignment and challan alongwith other requisite documents , if any . The consignee shall then send SR Note , Challan , Inspection note and 3 copies of the bills (including the original and any other requisite documents to the Paying Authority.	
19	Additional information to be incorporated in Invoice as per Central Excise Act so that ECL may avail CENVAT Credit under Rule 11 (2) of Central Excise Rules are as follows. (Tenderers should also fill in the relevant/applicable information herein in this bid)	
	1. Name of Cosignor :	
	2.Address of Consignor:	
	3.Centralized Central Excise Registration No.of Consignor:	
	4.Address of Corporate Office:	
	5.Central Excise Division:	
	6.Central Excise Range:	
	7.Commissionerate:	
	8.TIN NO. & VAT NO.	
	9.Name & Address of the Consignee:	
	10.Central Excise Registration No.of Cosignee:	
	11.Central Excise Range, Division and Commissionerate of Consignee:	
	12.Description and Classification of goods:	
	13.Time and Date of Removal:	
	14.Mode of Transport and Vehicle Reg. No/RR No.	
	15.Rate of Duty	
	16.Qty and Value of Goods:	
	17.Excise duty, Primary Edu. Cess & HS Edu.Cess: (to be indicated separately)	
	18.Invoice should be in Triplicate (i.e. Original for buyers, Duplicate for Transporter and Triplicate for consignor/Assessee)	
	Informations relating to ECL to be incorporated by supplier in their invoices :-	
	1.Centralized Central Excise Registration No.of ECL :: AAACE7590EEM001.	
	2.Address of Corporate Office: Office of CMD, Eastern Coalfields Limited, Sanctoria, PO: Disergarh-713333	
	3.Central Excise Division: Asansol II, Senraleigh Road, Asansol - 713305	
	4.Central Excise Range : Kulti, X-10 South Road, Burnpur -713325	
	5.Commissionerate: Bolpur (West Bengal)	
	6.TIN NO. & VAT NO: 19741701222 & 19741701208	
	7.Centralized Service Tax Registration No. of ECL : AAACE 7590EST007	
20	TERMS OF PAYMENT	
	<p>For Indian Supplier:</p> <p>(i) 80% value of the equipment and 100% Excise duty and full concessional ST/CST/VAT along with 100% transportation charges will be payable only within 21 days after delivery of the equipment at the project site and receipt and acceptance of PBG for the equipments supplied by the Paying Authority. The equipment should be accompanied by relevant dispatch documents like challan, Makers Test-cum-Inspection Certificate, ECL's Inspection Certificate etc.</p> <p>(ii) Balance 20% payment will be payable within 21 days after successful commissioning and final acceptance of the equipment at site upon presentation of a certificate from the Technical Head to the effect that the equipment has been commissioned to their entire satisfaction.</p> <p>No payment will be made for supply of incomplete equipment.</p>	

	<p>For Foreign Supplier: 100% of the FOB Port of delivery value payment shall be made through</p> <p>Irrevocable Letter of Credit valid for 05 Months, out of which</p> <p>(i) 80% value of the FOB Port of delivery value of the equipment shall be made against submission of stipulated Despatch documents like clear on board Bill of Lading/AWB, signed invoice, packing list, original freight bill / certificate, shipping specifications, manufacturing test certificate, country of origin certificate, price certificate, agency commission certificate, beneficiary certificate and other stipulated documents as required, etc. and receipt and acceptance of the PBG for the equipment supplied by the Paying Authority.</p> <p>(ii) Balance 20% value of the FOB Port of delivery value shall be made after successful commissioning and final acceptance of the equipment at site upon presentation of a certificate from the Technical Head to the effect that the equipment has been commissioned to their entire satisfaction</p> <p>No payment will be made for supply of incomplete equipment</p>	
	<p>However, in this case, bank charges in India for opening of such Letter of Credit will be borne by us while bank charges overseas shall be borne by the supplier. If confirmed LC is required, then the bank charges for the same shall be borne totally by the supplier. Subsequent extensions or confirmation of LC if required attributable to the fault of the supplier will also have to be borne by the supplier. For any extension of validity of Letter of Credit due to wrong documentation and / or non-adherence to the terms and conditions laid down in the purchase order, the necessary Bank Charges will have to be borne by the supplier.</p> <p>Delay in submission for retirement of consignment – If ECL requires to pay any port rent /demurrage etc. due to late receipt of documents, then the same will have to be reimbursed by the supplier.</p>	
21	<p>Agency commission/ rebate/discount/margin/or Engineering and Technical Service Charges etc, if any, payable to any firm/person/agency shall be payable in equivalent Indian Rupees within 21 days of successful commissioning and final acceptance of the equipment at site upon presentation on submission of bill along with following documents:-</p> <p>[a] Copy of Foreign principles invoice</p> <p>[b] Copy of bill of lading</p> <p>[c] Certificate from state Bank of India regarding BC selling exchange rate ruling on the date of bill of lading/AWB.</p> <p>[d] Certificate from Technical Head to the effect that the equipment has been commissioned to their entire satisfaction.</p>	
22	<p>COUNTRY OF ORIGIN : Overseas firms should mention the Country of Origin for their quoted items</p>	
23	<p>A Domestic manufacturer shall be considered indigenous manufacturer if the equipment manufactured and offered by them against the tender has indigenous material content plus labour cost content in excess of 30 % of Ex-Works value of the equipment including all taxes and duties .This is to be certified by the auditor of the manufacturer.</p>	

24	<p>MICRO, SMALL & MEDIUM ENTERPRISES: Reference - Implementation of Provision of Micro, Small & Medium Enterprises Development (MSMED) Act, 2006 (Act No. 27 of 2006) on delayed payment referred in Chapter-V and Interest thereon as referred in Sec-22 of said act. i/In the case of the enterprises engaged in the manufacturing or production of goods/rendering of services pertaining to any industry specified in the First Schedule to the Industries (Development and Regulation) Act, 1951 (65 of 1951), tenderers have to indicate along with documentary evidences the status of their enterprise i.e. whether a Micro Enterprise, a Small Enterprise or a Medium Enterprise. ii/Registration certificate should also be enclosed along with the offer in case of any person established a small scale industry before the commencement of this Act. iii/A copy of the memorandum filed with the State Government under sub-section (4) or with the Central Government under sub-section (3) should also be furnished along with the offer in case of establishment intends to form a Micro, Small enterprises or Medium enterprises for</p>	
25	<p>Integrity pact as enclosed as per annexure is applicable against the tender. Tenderer should go through the same and enclose a copy of the same, duly signed and sealed at each page as a token of acceptance of the condition of the integrity pact.</p>	
26	<p>Categorical Confirmation of all points should be given in the offer.</p>	

CHECKLIST OF COMMERCIAL TERMS AND CONDITIONS

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

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

NOTE :

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

Signature of Tenderer
Stamp/seal of firm

CRITERIA FOR PROVENNESS FOR ECL

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

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

SPECIAL NOTE :

- 1) Notwithstanding the above stipulations, the decision of ECL for considering any firm as proven will be final and binding upon the tenderers.**
- 2) The documents submitted against above proveness criteria should be duly Notified by Notary Public.**

Chief General Manager(MM)

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

Enclosure -7

GENERAL TERMS & CONDITIONS OF SUPPLY OF STORES

Defination :

- 1) In the interpretation of the contract and the general and special conditions governing it, unless the context otherwise requires :
 - i) "Contract" means the invitation to tender, instructions to tenderers, acceptance of tender, particulars and the general and special conditions specified in the acceptance of tender and includes a repeat order which has been accepted and acted upon by the contractor.
 - ii) The firm 'Supplier' shall mean the person, firm or company with whom the contract is placed and shall be deemed to include the supplier in successors (approved by the purchaser), representatives, heirs, executors, administrators and permitted assignees as the case may be.
 - iii) 'Contract Price' shall mean the sum accepted or the sum calculated in accordance with the price and/or terms accepted by or on behalf of the purchaser.
 - iv) The Chairman, means the Chairman of Coal India Limited. The Chairman-cum-Managing Director means Chairman-cum-Managing Director of any of the Subsidiary Companies of Coal India Limited, presently Central Coalfields Limited, Eastern Coalfields Limited., Western Coalfields Limited, Bharat Coking Coal Limited, and Central Mine Planning & Design Institute Limited, South Eastern Coalfields Limited, Northern Coalfields Limited, Mahanadi Coalfields Ltd. and North Eastern Coalfields.
 - v) The terms 'Drawing' shall mean the drawing and plans specified in or annexed to the schedule or specification.
 - vi) The term 'Purchase Executive' shall mean the purchaser or purchaser named in the Schedule to Tender, his or their successors or assignees.
 - vii) The term "Inspector" shall mean any person nominated by or on behalf of the purchaser to inspect supplies, stores or work under the contract or his duly authorised agent.
 - viii) The term "Progress Officer" shall mean any person nominated by or on behalf of the Purchaser to visit supplier's works to ascertain position of deliveries of stores purchased.
 - ix) The term "Materials" shall mean anything used in the manufacture or fabrication of the sotres.
 - 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 good specified in the Supply Order or schedule which the contractor has agreed to supply under contract.
 - xii) The term "Test" shall mean such test or tests as are prescribed by the specification or considered necessary by the Inspector or any agency acting under direction of the Inspector.
 - xiii) The term 'Site' shall mean the place or places named in the "Supply Order" or such other place or places at which any work has to be carried out as may be approved by the purchaser.
 - xiv) Works denoting the persons shall include any company or association or body of individuals whether incorporated or not.
 - xv) 'Writing' shall include any manuscript, typewritten or printed statement under or over signature or seal as the case may be.
 - xvi) "Unit" and "Quality" means the unit and quality specified in the schedule.
 - xvii) "Supply Order" or "Purchase Order" means an order for supply of stores and includes an order for performance.

2. The delivery of stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract after approval of stores by the Inspector, to :
 - i) The consignee at his premises, or
 - ii) Where so provided the interim consignee at his premises, or
 - iii) A carrier or other persons named in the contract as an interim consignee for the purpose of transmission to the consignee.
 - iv) The consignee at the destination station in case of contracts stipulated for delivery stores at destination station.
3. Words in singular include the plural and vice-versa.
4. Words denoting the masculine gender shall be taken to include the feminine gender and work persons, shall include any company or association or body of individuals, whether incorporated or not.
5. Term and expressions not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 or the Indian Contract, 1872 or the General Clauses Act, 1897 and as amended in respect of all the Acts, as the case may be.
- 6.(a) **Parties** - The parties to the contract are the supplier and the purchaser named in the schedule or any other specifically mentioned in the contract.

(a) Address to which communication are to be sent - For all purposes of the contract, including arbitration thereunder, the address of the supplier mentioned in the tender shall be address to which all communications addressed to the supplier shall be sent, unless the supplier has notified a change by a separate letter containing no other communication and sent by registered post acknowledgement due to the head of the office placing the supply order. The supplier shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.

Any communications or notice on behalf of the purchaser in relation to the contract may be issued to the supplier by Purchase Executive and all such communications and notices may be served on the supplier either by registered post or under certificate of posting or by ordinary post or by hand delivery at the option of such executive.

- 7.i) The price quoted shall be either FOR. place or Railway Station of despatch, F.O.R. destination, Delivery free to the consignee, FOB. or CIF. as specified in the invitation to tender. All offers from countries other than purchaser's country shall quote on FOB and CIF basis.
- ii) In all cases the prices quoted must be net per unit shown in the enquiry and must include all packing and delivery where applicable. Refunds on account of returnable packages (if any) are to be separately specified. The price should show separately the Foreign Exchange Element and the Rupee element for stores to be imported. Sales Tax shall be shown separately and whether it is State Sales Tax or Central Sales Tax. If no mention is made about Sales Tax, it will be assumed to be included in the prices quoted.

The prices should include of excise, or excise duty should be separately mentioned. In case where price is quoted inclusive of excise duty, the rate or quantum of the same should be separately indicated. In case of contracts providing for free delivery to the consignee octroi charges shall be included where leviable.
- iii) The price must be stated separately for each item on units basis.
- iv) When quotations are made for units other than those specified in the enquiry, the relationships should be stated.
- v) The prices quoted must be firm and the offers made remain open for at least four months from the date of submitting quotations unless otherwise specified.
- vi) Tender must invariably be submitted along with the illustrated literature giving complete and detailed specifications, particulars etc, of the main unit and of the standard accessories to be supplied with the stores.
- vii) The tenderers must clearly specify their recommended spare parts that will be supplied along with the main unit and item-wise prices of the spare parts, also what are fast moving; medium moving; slow moving and insurance spares and the period up to which they are likely to last.
- viii) Printed terms and conditions of the tendering firms shall not be considered as forming part of their tender. In case the terms and conditions of contract applicable to this invitation to tender are not acceptable to the tendering firms, they should clearly specify deviations therefrom in their tender.
- ix) Typed quotations should be submitted. Those containing erasures and over-writings are liable to be rejected. Any corrections made in the tenders must be initialed by the tenderers, failing which their tenders will not be considered.

- x) Insurance arrangement will be made as per instructions being issued from time to time by the Materials Management Division of Coal India Limited and/or its Subsidiary Companies.
8. i) Samples of each item, if considered necessary, should be submitted simultaneously by the contractor for inspection by Inspector/Inspectors unless the articles under tender are of considerable bulk, in which case separate arrangement will be made for inspection of the articles offered while considering the quotations.
- ii) All samples required for inspection or test shall be supplied by the successful tenderers free of cost.
 - iii) All samples must be clearly labelled with the tenderer's name, this office enquiry number and the last date opening tender.
9. a) **Subletting & Assignment** : The supplier shall not, save with the previous consent in writing of the purchaser, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided nevertheless that any such consent shall not relieve the supplier from any obligation, duty or responsibility under the contract.
- b) **Change in a Firm :-**
- i) Where the supplier is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the purchaser (which may be granted only as an exception) of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract prior to the date of such undertaking.
 - ii) On the death or retirement of any partner of the supplier firm before complete performance of the contract the purchaser may at his option cancel the contract and in such case the supplier have no claim whatsoever to compensation against the purchaser.
 - iii) If the contract is not determined as provided in sub-clause (ii) above notwithstanding the retirement of a partner from the firm, he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under section 32 of the Partnership Act has been sent by him to the purchaser by registered post acknowledgment due.
10. a) **Consequence of Breach** : Should the supplier or a partner in the supplier firm commit breach of either of the conditions (a) or (b) (i) of this sub-clause, it shall be lawful for the purchaser to cancel the contract and purchase or authorise the purchaser of the stores at the risk and cost of the supplier and in that event the provisions of clause 20 shall as far as applicable shall apply.
- b) The decision of Coal India Limited and/or its subsidiary companies as to any matter or thing concerning or arising out of this sub-clause or any question whether the supplier or any partner of the supplier firm has committed a breach of any of the conditions in the sub-clause contained shall be final and binding on the supplier.
11. **Use of raw materials secured with Government assistance.**
- a) Where any raw material for the execution of the contract is procured with the assistance of Coal India Limited and/or its subsidiary companies by purchase or under arrangement made or permit, licence, quota certificate or release order issued by or on behalf of or under authority or by any officer empowered in that behalf by law, or is issued from Government stock and where advance payments are made to the supplier to enable him to purchase such raw materials for the execution of the contract, the supplier,
 - i) shall hold such materials as trustee of Coal India Limited and/or its Subsidiary Companies.
 - ii) shall use such materials economically and solely for the purpose of the contract.
 - (a) shall not dispose of the same without previous permission in writing of the purchaser; and
 - iv) shall tender due account of such material and return to the purchaser at such place as the Purchaser may direct all surplus or unserviceable material that may be left after the completion of the contract or its termination for any reason whatsoever. On returning such material, the supplier shall be entitled to such price thereof as the purchaser may fix having regard to the condition of such material.
 - b) Where the contract is terminated due to any default of the part of the supplier, the supplier shall pay all transport charges incurred for returning any material upto such destination as may be determined by Coal India Limited and/or its Subsidiary companies whose decision shall be final.
 - c) If the supplier commits breach of any of the conditions in this clause specified, he shall, without prejudice to any other liability, penal or otherwise, be liable to account to Coal India Limited and/or its subsidiary Companies all moneys, advantages or profits accruing from which in the usual course would have accrued to him by reason of such breach.

- d) Where the stores manufactured or fabricated by the supplier out of the materials arranged or procured by or on behalf of Coal India Ltd and/or its subsidiary companies are rejected the supplier shall, without prejudice to any other right or remedy of the Government, pay to the Government on demand the cost price or market value of all such materials whichever is greater.
12. The tenderers in case of imported items, shall clearly mention in the quotation that in the event of the supply order being placed with them, they shall arrange for supply within a reasonable period of all necessary maintenance tools and spares parts that may be required from time to time during the normal life of the machines, on a continuous basis and at a price not in excess of the landed cost at their premises plus a stated percentage differential (such a differential should be indicated) and proper servicing of the main unit supplied by them as and when required. In case there is a Rate Contract with the DGS&D, supply shall be made at the RC rates.
13. The tenderers shall give a warranty of satisfactory performance of the unit offered by them for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance by Coal India Limited and/or its Subsidiary Companies. The supplier shall be responsible for any defects that they develop under the conditions provided for by the contract and under proper use, arising from faulty materials, design or workmanship and shall remedy such defects at his own cost when called upon to do so. If it becomes necessary for the supplier to replace or renew any defective portion of the goods, such replacement or renewal should be made by the supplier without any extra cost to Coal India Limited and/or its subsidiary Company.
14. For orders placed directly on overseas suppliers, the tenderers should separately indicate whether their prices quoted include any commission for the manufacturer's agents in India and the amount of remuneration for the agent included in the quoted price.

Price shall include :

- (a) the service that will be rendered by them as manufacturer's agent;
- (b) the name and address of agents, if any, in India ; and
- (c) the agency commission or remuneration or freight in case FOR prices are accepted will be paid in Rupees in India.
15. On acceptance of the tender, a formal acceptance of tender or supply order will invariably be issued. Advance intimation in writing of acceptance of the tender will be given whenever considered necessary by the said authority. In case an advance intimation has been given, the formal acceptance of tender or supply order shall follow in due course, but immediate action towards execution of supply order shall be taken on receipt of the advance intimation.

16. EARNEST MONEY / SECURITY MONEY

- (a) Earnest Money Clause should be stipulated in the tender. The value of Earnest Money to be deposited by the tenderer should be 2% of the value of the estimated cost tendered for or Rs 10,00,000/-, whichever is lower. EMD should be in the form of Demand Draft and must accompany the quotation i.e. Cover-I of the bid. For unsuccessful tenderer EMD shall be refunded immediately after finalisation of the tender with the approval of HOD of MM dept. or Head of Area. EMD shall be forfeited if any tenderer withdraw their offer before finalisation of the tender or fails to submit order acceptance within 15 days from the date of order.
- (b) Security Deposit clause should be stipulated in the tender. Two weeks time (15 days) shall be given in the order to the successful tenderer to furnish the security deposit. In case the firm fails to deposit the security money, the order shall be cancelled and the case shall be processed to order elsewhere and the firm's performance is to be kept recorded for future dealings with them.

The value of Security Money to be deposited by the successful tenderer in the form of Bank Guarantee on any Scheduled / Nationalised Bank in our prescribed format or in the form of Bank Draft shall be 10% of the value of the awarded contract without having any ceiling. For successful tenderer, Security money which will be refunded to the firm within 30 days of satisfactory execution of the contract with the approval of the HOD of MM deptt./Head of Area. For unsatisfactory performance and/or contractual failure, the security money shall be forfeited.

- (c) For procurement value less than Rs 1,00,000/-, no earnest money/security deposit will be required.
- (d) If any State/Central Govt. Organisation/PSU & valid DGS&D/NSIC registered (for the tendered items) firm can produce documentary evidence issued by Govt. Authorities for according exemption towards submission of EMD/SD, they may be considered for exemption from submission of EMD/Security Deposit.

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

17. Inspection and Rejection

Generally the stores shall be of the best quality and workmanship and comply with the contract or supply order in all respect.

The stores supplied shall be in accordance with specification unless any deviation is authorised and specified in the contract or supply order or any amendment thereto.

(a) Facilities for Test and Examination.

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

(b) Cost of Test

The supplier shall provide without any extra charge, all materials, tools, labour and assistance of every kind which the Inspector may demand from him for any test, and examination, other than special or independent test, which he shall require to be made on the supplier's premises and the supplier shall bear and pay all costs attendant thereon. If the supplier fails to comply with the conditions aforesaid, the Inspector shall in consultation with the purchaser, be entitled to remove for test and examinations all or any of the stores manufactured by the supplier to any premises other than his (suppliers) and in all such cases the supplier shall bear the cost of transport and/or carrying out such tests elsewhere. A certificate in writing of the Inspector, that the supplier has failed to provide the facilities and the means, for test and examination shall be final.

(c) Delivery of Stores for Test

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

(d) Liability for Costs of Laboratory Tests

In the event of rejection of stores or any part thereof by the Inspector in consequence of the sample thereof, which removed to the laboratory or other place of test, being found on test to be not in conformity with the contract or in the event of the failure of the supplier for any reason to deliver the stores passed on test within the stipulated period, the supplier shall, on demand pay to the purchaser all costs incurred in the inspection and/or test cost of the test shall be assessed at the rate charged by the laboratory to provide persons for similar work.

(e) Method of Testing

The Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may think fit and proper. The supplier shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspector.

(f) Stores Expended in Test

Unless otherwise provided for in the contract, all stores/materials expended in test will be to supplier's account.

(g) Inspector-Final Authority and to Certify Performance

- (i) The Inspector shall have the power :

Before any stores or part thereof are submitted for inspection to certify that they cannot be in accordance with the contract owing to the adoption of any unsatisfactory method or manufacturer.

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

(h) Consequence of Rejection

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

- (i) Allow the supplier to resubmit the stores in replacement of those rejected, within a specified time, the supplier bearing the cost of freight, if any, on such replacement without being entitled to any extra payment on that account ; or
- (ii) Purchase or authorise the purchase of quantity of the stores rejected or so others of similar description (when stores exactly complying with particulars are not in the opinion of the purchase executive which shall be final, readily available) without notice to the supplier's liability as regards the supply of any further installment due under the contract ; or
- (iii) Cancel the contract and purchase or authorise the purchase of the stores or others of a similar description (when stores exactly complying with particulars are not in the opinion of the purchaser, which shall be final, readily available) at the risk and cost of the supplier. In the event of action being taken under sub-clause (ii) above or this sub-clause in the provisions of clause 20 shall apply as far as applicable.

(i) Inspector's Decision as to Rejection Final

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

- (j) Where under a contract, the price payable is fixed on FOR station of despatch basis, the supplier shall, if the stores are rejected at destination by the consignee, be liable in addition to other liabilities to reimburse to the purchaser the freight paid by the purchaser.

(k) Notification of Result of Inspection

Unless otherwise provided in the specification or schedule, the examination of the stores will be made as soon as practicable after the same have been submitted for inspection and the result of the examination will be notified to the supplier.

(l) Marking of Stores

The supplier shall, if so required, at his own expense mark or permit the Inspector to mark all the approved stores with a recognised Government or purchaser's mark. The stores which cannot be so marked shall, if so required by the Inspector, be packed in suitable package or cases each of which shall be sealed and marked with such mark.

(m) Removal of Rejection

- (i) Any stores submitted for inspection at a place other than the premises of the supplier and rejected shall be removed by the supplier subject as hereinafter provided within 14 days of the date of receipt of intimation of such rejection. If it is proved that letter containing such intimation is addressed and posted to him at the address mentioned in the schedule, it will be deemed to have been served on the supplier at the time where such letter would in the course of ordinary post reach the supplier. It shall be competent for the Inspector to call upon the supplier to remove what he considers to be dangerous, infected or perishable stores within 48 hours of the receipt of such intimation.
- (ii) Such rejected stores shall under all circumstances lie at the risk of the supplier from the moment of such rejection and if such stores are not removed by the supplier within the period aforementioned, the Inspector/Purchaser may either return the same to the supplier at his risk and cost a public tariff rate by such mode of transport as the Purchaser or Inspector may select, or dispose of such stores at the supplier's risk on his account and retain in such portion of the proceeds as may be necessary to cover any expense incurred in connection with such disposal. The purchaser shall also be entitled to recover handling and storage charges for the period during which the rejected stores are not removed.

(n) Inspection Notes

On the stores found acceptable by the Inspector, he shall furnish the supplier with necessary copies of Inspection notes duly completed, for being attached to the supplier's bill in support thereof.

18. Packing and Transport

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

- (b) The successful tenderer is responsible for obtaining a clear receipt from the transport authorities specifying the goods despatched. He will not book any consignment on a "said to contain" basis. If he does so, he does it on his own responsibility. Coal India Limited and/or its subsidiary company shall pay for only such stores as are actually received by them in accordance with the contract.
- (c) All packing cases, containers, packing and other similar materials shall be supplied free by the successful tenderer and shall not be returned unless otherwise specified in the contract/supply order.
- (d) Packages must be so marked that identification is made easy. Packages will be stamped with identification marks both outside the packages as well as on the contents inside. Packages containing articles liable to be broken by rough handling like glass or machinery made of cast iron will be marked with cautionary 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.

19. Delivery

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

- 20. In the event of failure to delivery or despatch the stores within the stipulated date/period in accordance with the samples and/or specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, Coal India Ltd. and its Subsidiary Companies should have the right :
 - (a) To recover from the successful tenderer as agreed liquidated damages, a sum not less than 0.5% (half percent) of the price of any stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10%. Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division.
 - (b) To purchase elsewhere, after due notice to the successful tenderer on the account and at the risk of the defaulting supplier the stores not supplied or other of a similar description without canceling the supply order in respect of the consignment not yet due for supply or -
 - (c) To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk and cost of the defaulting supplier and also -
 - (d) To extend the period of delivery with or without penalty as may be considered fit and proper, the penalty, if imposed shall not be more than the agreed Liquidated Damages referred to in clause (a) above.
 - (e) To forfeit the security deposit full or in part.
 - (f) Whenever under this contract a sum of money is recoverable from any payable by the supplier, Coal India Ltd. and its subsidiary companies shall be entitled to recover such sum by appropriating, in part or in whole by deducting any sum or which at any time thereafter may become due to the successful tenderer in this or any other contract. Should this sum be not sufficient to recover the full amount recoverable, the successful tenderer shall pay to Coal India Ltd. and its subsidiary companies on demand the remaining balance. The successful tenderer shall however not be entitled to any gain on any such purchase.
- 21. If the execution of the contract/supply order is delayed beyond the period stipulated in the contract/supply order as a result of outbreak of hostilities, declaration of an embargo or blockade, or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God then Coal India Ltd. or its subsidiary companies may allow such additional time by extending the delivery period, as it considers to be justified by the circumstance of the case and its decision shall be final. If and when additional time is granted by the Coal India Limited and its subsidiary companies the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended.
- 22. The supplier shall allow reasonable facilities and free access to his works and records to the Inspector, Progress Officer or such other Officer nominated for the purpose. Inspector of stores i.e. supplies made by the successful tenderer against the supply order mentioned at (15) above, shall be carried out by Inspector/Consignee at the colliery site/stores or by the Inspecting Wing (inclusive of all its branch Offices) of the DGS&D, New Delhi or any other agency as may be specified in the supply order. Where necessary, inspection may be carried out at the supplier's premises.

23. Coal India Ltd. and/or its subsidiary companies do not bind itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity offered and the tenderer shall supply the same at the rate quoted.
24. The supplier shall at all times indemnify Coal India Limited and its subsidiary companies against all claims which may be made in respect of the suppliers for infringement of any right protected by patent, Registration of Design or Trade Mark, provided that in the event of any claim in respect of alleged breach of Letter Patent, Registered Design or Trade Mark being made against Coal India Ltd. and/or its subsidiary companies, the said authority shall notify the supplier of the same and the supplier shall be at liberty at his own expense to settle any dispute or to conduct any litigation that may rise therefrom.
- 25. Carrying Vessels for imported items**
In case of machinery imported from abroad, it is preferable that shipment should be effected in Indian Vessels, wherever possible. Supplies will however not be delayed on this account.
- 26. Freight**
The stores shall be despatched at public tariff rates in the case of FOR station of despatch contract and the stores shall be booked at full wagon rates whenever available and by the most economical route or by the most economical tariff available at the time of despatch as the case may be. Failure to do so will render the supplier liable for any avoidable expenditure 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) In respect of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender or supply order has been issued.
- (c) Jurisdiction of Courts
The courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.
- (d) Marking of Stores
The marking of the stores must comply with the requirements of the law relating to Merchandise Mark of the time being in force in India.
- 29. Corrupt Practices**
- (a) The supplier shall not offer or give or agree to give to any person in the employment of the purchaser or working under the orders of Coal India Ltd. and/or its subsidiary companies any gift or consideration of any kind as an inducement or reward for going or forbearing to do or for having done or forborne to do any act relating to the obtaining or execution of the contract or any other contract with the purchaser or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the purchaser. Any breach of the aforesaid condition by the supplier or any one employed by him or acting on his behalf (whether with or without the knowledge of the supplier) or the Commission of any offence by the supplier or by any one employed by him or acting on the behalf under Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 and any amendments thereto or any other Act enacted for the prevention of corruption by Public Servants shall entitle Coal India Limited and/or its subsidiary companies to cancel the contract and all or any other contract with the supplier and to recover from the supplier the amount of any loss arising from such cancellation in accordance with the provisions of Clause 20.
- (b) Any dispute or difference in respect of either the interpretation effect or application of the above condition or of the amount recoverable, the re-undertaken by the purchaser from the supplier shall be decided by Coal India Limited and its subsidiary companies whose decision thereon shall be final and binding on the supplier.

30. Insolvency and Breach of Contract

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

- a) If the supplier being an individual or if a firm any partner thereof, shall at any time be adjusted insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment to his effects or enter into any arrangements or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act.
- b) If the supplier being a company is wound up voluntarily by the order of a court or a Receiver, Liquidator Manager on behalf of the Debenture-Holders is appointed or circumstances shall have arisen which entitles the court or Debenture-Holders to appoint a Receiver, Liquidator or Manager.
- c) If the supplier commits any breach of the contract not herein specifically provided for ,
Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also the supplier shall be liable to pay to the purchaser for any extra expenditure he is thereby put to and the supplier shall under no circumstance be entitled to any gain on repurchase.

31. Terms of Payment

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

32. Progress Reports

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

INTEGRITY PACT

Between

Eastern Coalfields Limited (ECL) hereinafter referred to as **"The Principal"**

And

..... hereinafter referred to as **"The Bidder/Contractor"**

Preamble

The Principal intends to award, under laid down organizational procedures, contracts for The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the "International Non-Governmental Organization" "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
3. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder/contractor

(1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

1. The Bidder/Contractor will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
3. The Bidder/Contractor will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder/ Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

- (1) If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- (2) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (3) If the Bidder/Contractor can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
- (4) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3% of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the Contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee whichever is higher.
- (3) The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/ Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders/Contractors/ Subcontractors

- (1) The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders/

Contractors/Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Vigilance Office.

Section 8 – External Independent Monitor/Monitors (three in number depending on the size of the contract) (to be decided by the Chairperson of the Principal)

- (1) The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
- (3) The Contractors accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms as being extended to/provided to Outside Expert Committee members/Chairman as prevailing with Principal.
- (8) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (9) The word '**Monitor**' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

Section 10 – Other Provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Sanctoria.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

Place: _____

Witness1: _____

Date: _____

Witness2: _____

Note :

1. Bidders should sign on each page of this integrity pact as a token of acceptance to the pact and upload a copy of the same along with part 1 of their bid.
2. Name & Address of the Independent External Monitors

SI No	Name	Address
1	Shri Debabrata Bandopadhyay IAS, Former Secretary, Land & Land Reforms, Govt of West Bengal	G.D.- 89, Sector III Salt Lake Kolkata – 700106
2	Shri Sujit Shankar Chattopadhyay, IAS (Retd),	CK-205, Sector- I Salt Lake, Kolkata 700091

Guarantee Bond for Security

In consideration of M/s Eastern Coalfields Ltd. (A subsidiary of Coal India Ltd.), Sanctoria, P.O. Dishergarh, Dist. Burdwan (hereinafter called "The Company") having agreed to exempt M/s _____ (Name and address of Contractor(s) (hereinafter called "the said contractor(s)") from the demand, under the terms and conditions of an Agreement / Order no. _____ dated _____ made between the company and the said contractor(s) for _____ (insert the job description of the agreement/order) (hereinafter called "the said Agreement") of security deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs _____ (Rupees _____ only) we _____ (indicate the name of the Bank with Address) (hereinafter referred to as "the Bank") at the request of the contractor(s) do hereby undertake to pay the Company an amount not exceeding Rs _____ against any loss or damage caused to or would be caused to or suffered by the Company by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We _____ (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said contractor(s) of any of the terms and conditions contained in the said Agreement or by reason of the said contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs _____.

3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the said contractor(s) in any suit or proceeding pending before any court of Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the said contractor(s) shall have no claim against us for making such payment.

4. We, _____ (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the company certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.

5. We _____ (indicate the name of Bank) further agree with the Company that the Company 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 Agreement or to extend time of performance by the said contractor(s) from time to time, or to postpone for any time or from time to time any of the powers exercisable by the Company against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for forbearance, act or omission on the part of the Company or any indulgence by the Company to the said contractor(s) 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 Company the said sum of Rs _____ or such lesser sum as may then be due to the Company and the Company may demand.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the said contractor(s).

7. The Bank has under its constitution power to give this guarantee and Mr. _____ (Designation) who has signed it on behalf of the Bank has authority to do so.

8. We _____ (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

Dated the _____ Day of _____

Signature of the Authorised Person
For and on behalf of the Bank

=/ LETTER OF PERFORMANCE GUARANTEE/=

Messers ----- a company having its registered office at ----- (hereinafter called the said seller) has entered into an agreement no.-----dated----- (hereinafter called the said contract) with Eastern Coalfields Limited, having its registered office at Sanctoria, Post – Disergarh, Dist – Burdwan (West Bengal)(Pin-713333) (hereinafter called the purchaser) to supply equipment on the terms and conditions contained in the said contract.

(1) It has been agreed that hundred percent (100%) payment of the value of the equipment will be made to the said seller in terms of the said contract on the said seller furnishing to the purchaser a Bank Guarantee for the sum of Rs.------(Rupees-----)equivalent to -----% (-----percent) of the value of the equipment supplied by the said seller, 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 the purchaser by reason of any breach by the said seller of any of the terms or conditions contained in the said contract.

The -----Bank having its office at -----has at the request of the said seller agreed to give the guarantee hereinafter contained.

(2) We -----Bank 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 or conditions contained in the said contract or by reason of the said 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 said seller has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between the purchaser and the said seller regarding the claim. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.-----.

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

(4) We -----(Bank), further agreed 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 time of performance by the said seller 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 for any such variation or extension being granted to the said seller or for any forbearance act or omission on the part of the purchaser, or any indulgence by the purchaser, to the said seller or by any such matter, or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us. The Bank further agrees that in case this guarantee is required for a longer period and it not extended by the Bank beyond the period specified above, the Bank shall pay to the purchaser the said sum of Rs -----or such lesser sum as may then be due to the purchaser and as the purchaser may demand.

(5) We ----- Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the purchaser, in writing.

(6) The Bank has under its constitution power to give this guarantee and Mr. -----, -----(designation), who has signed it on behalf of the Bank has authority to do so.

(7) This Bank guarantee will not be discharged due to change in the constitution of the Bank or the said seller.

Dated day of20

For Bank

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

Guarantee bond for Security cum Performance

Annexure D

In consideration of M/s Eastern Coalfields Ltd. (A subsidiary of Coal India Ltd.), Sanctoria, P.O. Dishergarh, Dist. Burdwan (hereinafter called "The Company") having agreed to exempt M/s _____ (Name and address of Contractor(s) (hereinafter called "the said contractor(s)")) from the demand, under the terms and conditions of an Agreement / Order no. _____ dated _____ made between the company and the said contractor(s) for _____ (insert the job description of the agreement/order) (hereinafter called "the said Agreement") of security deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs _____ (Rupees _____ only) we _____ (indicate the name of the Bank with Address) (hereinafter referred to as "the Bank") at the request of the contractor(s) do hereby undertake to pay the Company an amount not exceeding Rs _____ against any loss or damage caused to or would be caused to or suffered by the Company by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We _____ (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said contractor(s) of any of the terms and conditions contained in the said Agreement or by reason of the said contractor(s) failure to perform the said Agreement and/or failure/malfunctioning of the materials/machines supplied within the warranty period or such other or further extended period required for enforcing the warranty. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs _____.

3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the said contractor(s) in any suit or proceeding pending before any court of Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the said contractor(s) shall have no claim against us for making such payment.

4. We, _____ (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and/or performance of the materials/machines supplied till expiry of the warranty period and that it shall continue to be enforceable till all the dues of the company under or by virtue of the said Agreement/warranty have been fully paid and its claims satisfied or discharged or till the company certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.

5. We _____ (indicate the name of Bank) further agree with the Company that the Company 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 Agreement or to extend time of performance by the said contractor(s) from time to time, or to postpone for any time or from time to time any of the powers exercisable by the Company against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for forbearance, act or omission on the part of the Company or any indulgence by the Company to the said contractor(s) 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 Company the said sum of Rs _____ or such lesser sum as may then be due to the Company and the Company may demand.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the said contractor(s).

7. The Bank has under its constitution power to give this guarantee and Mr. _____ (Designation) who has signed it on behalf of the Bank has authority to do so.

8. We _____ (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

Dated the _____ Day of _____

Signature of the Authorised Person
For and on behalf of the Bank