

**SOUTH EASTERN COALFIELDS LIMITED**  
**Office of the Chief General Manager**  
**Post: Korba Colliery: Distt.Korba**

No.SECL:CGM/KB/PUR/TENDER/High Mast Lighting/ADVT/ 09-10/9279

Date 08.03.2010

**DOMESTIC OPEN TENDER NOTICE**

Superscripted sealed tenders are invited in two bids from manufacturers or their authorized sole selling agent or their authorized dealer firm only for supply of following items.

Following shall be eligible to quote:

1. Only manufacturers are entitled to quote.
2. If manufacturer do not quote directly they may authorized sole selling agent or their authorized dealer to quote on their behalf along-with manufacturer authorization and Valid NSIC / SSI registration certificate of authorized manufacturer.
3. Only those manufacturers and their authorized sole selling agent or their authorized dealer shall be entitled to quote who have successfully supplied such tendered items manufactured by them to SECL or any other CIL subsidiaries or any Govt. organization. Copies of order received by them should be submitted along-with offer Part-I (section 'B') failing which offer may not be considered.

**Brief Description:**

S.No.	Description of items	Qty
1.	<b>Supply, Erection, Testing and commissioning of 20 mtrs. High Mast Lighting system with motorized arrangement considering wind velocity as per IS : 875 part-3 with 8 Nos. of 1 x 400W, 230V A/c luminaries.</b>	<b>03 Sets</b>

**Eligibility Criteria :** Bidders falling in the following criteria shall only be considered indigenous manufacturers having valid DGMS approval as on date of opening of tender for the tender item shall only be considered eligible against this tender. The firm and their authorized sole selling agent or their authorized dealer shall be entitled to quote who have successfully supplied such tendered items manufactured by them to SECL or any other CIL subsidiaries or any Govt. organization. Supply order copy of tendered item received by them should be submitted alongwith offer (Part-I). Failure to submit the documents shall render a tender liable for rejection.

**Type of Tender: TWO BID.**

Last date and time of receipt of tender **23/04/2010 UPTO 3.30PM.**

Date and time opening of tender **23/04/2010 at 4.00 PM.**

Cost of Tender Documents. Rs. **2000=00 only**

Estimated Value of Tender: Rs. **14,82,000.00 only**

**Note:** Earnest Money: **Rs.29640.00** (Rupees Twenty nine thousand six hundred forty only) is to be deposited by Bank Draft drawn in favour of South Eastern Coalfields Limited payable at Korba and **Bank draft must be attached to the tender (Part-I).**

**Availability of tender documents:** Tender documents including terms and conditions, shall be available on payment, from Office of the STAFF OFFICER(MM), Korba Area, South Eastern Coalfields Limited, Korba, Post & Distt. Korba, Chhattisgarh, Pin 495677 from **21-03-2010 to 22-04-2010 upto 1.30 PM.** The tender fee money of Rs.2000=00 (Two thousand Rupees only) may be deposited either in cash with Chief Cashier, Area Accounts Office, SECL, Korba from 10.30am to 12.30AN. on week days and 10.30am to 12.00Noon on Saturday, except on holidays and Sunday, or any Bank draft in favor of South Eastern Coalfields Limited, payable at State Bank of India, SECL Branch, Korba.

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The complete application form shall be available on the website [www.secl.nic.in](http://www.secl.nic.in) for purpose of downloading and application made on such a form shall be consider valid for participating in the tender process. The last date of down loading the tender paper from the website should coincide with the last date of manual sale of tender papers.

The bid submitted against the application form downloaded from the website shall be considered valid only when accompanied by a Bank draft drawn in favour of South Eastern Coalfields Limited, payable at State Bank of India, SECL Branch, Korba the cost of tender documents i.e. Rs.2000=00 only.

SECL shall not be responsible for any consequence due to misprinting or any wrong translation by the newspaper concerned. The tenderer should contact the tendering authority and verify facts in case of confusion.

**Staff Officer (MM)  
SECL, Korba Area.**

Copy to:-

1. The C.V.O, SECL, Bilaspur
2. The CGM (MM) SECL, Bilaspur
3. The CGM(Safety) SECL, Bilaspur
4. The CGM/GM: All SECL Area's.: With a request that the above tender notice may be put in the notice boards of your area for wide publicity.
5. The GM (System) SECL, Bilaspur: With a request to publish above tender notice and enclosed tender documents in the SECL, website for wide publicity.
6. The President, Ancillary Association, Dayalband Primary School, Tikrapara, Bilaspur
7. The AFM:Korba
8. Notice board of Korba area.

**Staff Officer (MM)  
SECL, Korba Area.**



(UNDER JURISDICTION OF BILASPUR)  
**SOUTH EASTERN COALFIELDS LTD.**  
**OFFICE OF CHIEF GENERAL MANAGER**  
**Korba Area**  
**Post Korba, Distt. Korba, (C.G.) 495677**  
PHONE : 07759-249013 FAX:07759-249040

**NOTICE INVITING TENDER**

No.SECL:CGM/KB/PUR/TENDER/High Mast Lighting/ADVT/ 09-10/9279

Date 08.03.2010

**NOT TRANSFERABLE** TENDER FEE: Rs. Rs.2000.00

MONEY RECEIPT NO./ DEMAND DRAFT NO.:

M/s-----

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Superscripted Sealed Bids are invited in duplicate for the supply of

S.No.	Description of items	Qty
1.	<b>Supply, Errection, Testing and commissioning of 20 mtrs. High Mast Lighting system with motorized arrangement considering wind velocity as per IS : 875 part-3 with 8 Nos. of 1 x 400W, 230V A/c luminaries.</b>	<b>03 Sets</b>

**Eligibility Criteria :** Bidders falling in the following criteria shall only be considered indigenous manufacturers having valid DGMS approval as on date of opening of tender for the tender item shall only be considered eligible against this tender. The firm and their authorized sole selling agent or their authorized dealer shall be entitled to quote who have successfully supplied such tendered items manufactured by them to SECL or any other CIL subsidiaries or any Govt. organization. Supply order copy of tendered item received by them should be submitted alongwith offer (Part-I). Failure to submit the documents shall render a tender liable for rejection.

**Estimated Value of Tender: Rs. 14,82,000.00 only**

TYPE OF TENDER	<b>TWO BID</b>
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**SECL reserves the right to vary the quantity of the above items.**

- The Bids must be submitted on or before **3.30PM of 23/04/2010**
- The Bids shall be opened at 4PM on the same day in the presence of the representative of the bidders who choose to remain present. In case the date of opening of tenders happens to be a holiday, the tenders shall be opened at 4PM on the next full working day.
- Methodology for the submission of tenders:** The Bids must be submitted, in duplicate, in properly sealed cover only by sealing wax embossed with the logo or monogram of the tenderers and the outer envelopes addressed to the purchaser should be super scribed with the name and address of the tenderer, tender number and the date of opening. Envelopes sealed by ONLY Gum or stapled shall not be accepted.

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- 4.1 Offers must be sent in double COVERS unless otherwise indicated. The inner COVERS should also bear the name and address of the tenderer, tender number and the date of opening. Failure to follow the instructions will render the tender unacceptable. The bids should be submitted in the office of the Chief General Manager, Korba Area, South Eastern Coalfields Limited, Post- Korba, Distt. Korba(Chhattisgarh). PIN CODE 495677. The tender may also be put in the tender box provided for the purpose in the above office. Incomplete offers and offers received after due date and time of submission of tenders are liable for rejection and shall not be opened without assigning any reasons. Offer received through FAX, TELEGRAM or Email will not be considered unless specifically permitted/requested in the NIT.
- 4.2 The bidders must submit their offer in two separate sealed COVERS and these two COVERS should be put in an outer cover. PART-I will contain Para wise response to the technical and commercial details of the NIT and PART-II price details. Such bidders who have downloaded the tender document from our website and have not purchased the same from our office, are required to submit a third COVER containing the tender fee for the amount specified in the advertisement in the form of A/C Payee Demand Draft/Bankers Cheque Payable to SECL, Korba(Chhattisgarh). In case such tenderer claims exemption for payment of tender fee, the third envelope should contain certified copy of documents proving entitlement for exemption from payment of tender fee. Government Deptt./ Undertakings/Ancillary Units of SECL for the same items are exempted from paying tender fee. The third COVER should also be super scribed with "Tender Fee, Tender No, Due date of Opening and Name and Address of the tenderer". This should be enclosed in the outer cover as indicated above, along with Part-I and PART-II. Tender Documents downloaded from our website but not accompanied with the tender fee/exemption document as specified above will be liable for rejection.

4.3. In two- part tendering, the first part of the tender will consist of the two sections:

**Part-I SECTION-A:** Consisting of technical offer and any deviation from the technical specification to be confirmed. If there is no deviation with technical terms of the NIT, a “ No deviation Certificate” must be enclosed.

**Part-I SECTION-B:** Containing

- a) Commercial terms and conditions.
- b) Earnest Money Deposit as per NIT.
- c) Copy of SSI / NSIC unit registration certificate duly self-attested must be submitted.
- d) TIN NO. AND PAN NO.
- e) Check list-showing deviations, if any from the NIT commercial terms and conditions against each clause. If there is no deviation with commercial terms of the NIT, a “No deviation Certificate” must be enclosed.
- f) Blank format of price bid as quoted by the tenderers (WITHOUT PRICE).

**Part -II:** This will consist of the details of the prices only, as per the item serial no., Description, Quantity and Unit of Measurement as per the NIT. In case a different unit of measure is quoted, the conversion factor to U.O.M. as per NIT must be indicated in the bid for that item.

The PART-I will be opened on **23/04/2010 at 4.00 PM** and PART -II will be opened after evaluation of PART-I. The PART-II of only the technically and commercially acceptable bidders shall be opened for which separate intimation will be given to the technically and commercially acceptable bidders.

**4.4. NOTE: ALL ENVELOPES CONTAINING THE TENDERS SHALL BE PROPERLY SEALED ONLY BY SEALING WAX EMBOSSED WITH THE LOGO OR MONOGRAM OF THE TENDERERS. ENVELOPES SEALED BY ONLY GUM OR STAPLED SHALL NOT BE ACCEPTED.**

**4.5 Check List With Commercial Terms Of NIT:-** Bidders are essentially required to complete and submit a duly signed CHECK-LIST in the format provided at **APPENDIX-“A”**, along with their Techno-commercial Bid (PART-I). The deviations, if any, with the NIT terms must be indicated clearly in the above Check-list. If the same are not indicated in the check list, it will be presumed that the relevant clauses have been accepted as per NIT and the same will be binding on the tenderer. In case of any deviation or difference in interpretation between the content of the offer and the check list, the entries/confirmation shown in the checklist shall supersede the contents of the bid and will be applicable and binding on the bidder.

**4.6 The tenderer must sign with the seal on all the pages of their tender, including all the enclosures submitted except the printed leaflets/ catalogues indicating the name of the manufacturer.**

Offers, erased and over-written will be summarily rejected unless corrections are made by crossing out the part in error and the rewritten/corrected part is authenticated with the bidder's signature. Every enclosure to the bid must be duly authenticated ( signed and stamped) by the bidder. Such bids received without authentication shall be liable for rejection without any reference to the bidder.

**5) ELIGIBILITY CRITERIA : Following shall be eligible to quote.**

- 1. Only manufacturers are entitled to quote.**
- 2. If manufacturer do not quote directly (In case manufacturer are not marketing directly) they may authorize sole selling agent or their authorized dealer to quote on their behalf alongwith manufacturer authorization and Valid NSIC / SSI registration certificate of authorized manufacturer.**
- 3. Only those manufacturers and their authorized firm shall be entitled to Quote who have successfully supplied such tendered items manufactured by them to SECL or any other CIL subsidiaries or any Govt. organization. Copies of order received by them should be submitted alongwith offer Part-I (section 'B') failing which offer may likely to be rejected.**

**6. Price Format: The bidders are required to quote their ROCK BOTTOM RATES.** The rate shall be quoted by the bidders on FOR Destination basis Regional Stores of SECL, Korba area. The offer should indicate rate per unit, discount if any, total price and delivery terms in the following format:

**Format for bid in Indian Rupee:**

DESCRIP-TION	QTY	BASIC EX-WORKS PRICE	EXCISE DUTY	SALES TAX	P & F CHARGES	FREIGHT	TRANSIT INSURANCE	OTHER CHARGE	LANDED COST
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**Safe arrival of materials up to destination shall be the responsibility of the supplier. Conditional discounts shall not be considered.**

**7.** Unless otherwise specified in the NIT, the prices quoted must be FIRM and the offers made must remain open for acceptance for 180 days from the date of opening of the tender. Unless otherwise specified in the NIT, offers with variable prices shall not be considered.

**8. Evaluation of Prices Quoted in INR:**

In case if a bidder does not specify the basis of prices quoted, in the Price Format given above or quotes on Ex-Works or FOR Dispatching Station basis, the prices shall be loaded in the following manner:

- a. In case of Ex-Works offer and if the firm does not specify the packing and forwarding charges, 2% of the Ex-works price will be loaded to arrive at the FOR dispatching station price. Insurance charges for the purpose of loading shall be as per the existing Transit Insurance contract concluded by CIL/SECL

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9. In case of FOR Dispatching station offer, where the bidder does not indicate the exact amount of freight, the following percentage will be added to arrive at the FOR destination price, as element of estimated freight unto destination :

<b>APPROXIMATE DISTANCE OF DESPATCHING STATION FROM SITE</b>	<b>% OF FOR DESPATCHING STATION PRICE</b>
Above 2001 KM	5%
1500 to 2000 KM	4%
1001 to 1500 KM	3%
501 to 1000 KM	2%
500 KM And below	1%

**10. Payment Terms:**

The Bidders shall confirm their acceptance of the Payment Terms i.e. 100% payment will be made on receipt and acceptance of materials at site within 30 days. NO OTHER PAYMENT TERMS WILL BE ACCEPTED.

For making payment through EFT, please furnish your Banker's Name, Branch Code, Account No. and MICR Code, RTGS/IFSC No. also e mail address if any along with your offer.

**11. DELIVERY REQUIREMENT:- The required delivery schedule shall be within two months from the date of receipt of supply order.**

Normally extension of delivery period will not be granted. However, in case extension of delivery period becomes essential, the supplier will send their request for extension of delivery period to the purchaser before expiry of delivery period. In the event of failure to supply the ordered material within the stipulated delivery schedule, the successful tenderers must obtain extension of delivery period, with or without liquidated damage, before dispatch/supply of the ordered goods. Supplies made without obtaining extension of delivery period shall be liable for non acceptance at the stores. Please note that the offers not complying to the above delivery requirement may not be considered.

12. Supply order, if placed, will be subject to the General terms and conditions given separately as **APPENDIX-'B'**.

**13. LD Clause:** The bidders will confirm their acceptance of the following **Liquidated Damage Clause:**

In the event of failure to deliver/dispatch the equipment/stores within the stipulated date/period to effect supply in accordance with the terms and conditions and the specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, South Eastern Coalfields Ltd., shall be entitled at its option either to enforce the following:-

- a) To recover from the successful bidder as agreed liquidated damages, a sum 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% (TEN Percent).
- b) To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk and expenses of the defaulting supplier and also/or
- c) To purchase elsewhere after notice to the successful tenderer on the account and at the risk of the defaulting supplier, the equipment/stores not supplied or others of similar description without canceling the supply order in respect of the consignment not yet due for supply/or
- d) To extend the period of delivery with or without liquidated damages as may be considered fit and proper. The liquidated damages if imposed, shall not be more than the agreed liquidated damages referred to in CLAUSE 13 (a) above except in case of force major condition.

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- e) Whenever under this contract any sum of money is recoverable from and payable by the supplier, South Eastern Coalfields Ltd., shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum or which at any time thereafter may become due to the successful tenderer in this or any other contract, should this sum be not sufficient to recover the full amount recoverable, the successful tenderer shall pay. South Eastern Coalfields Ltd, the balance amount on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.
- f) To forfeit the security deposit fully or in part.

**14. Force Majeure Conditions** - If the execution of the Contract / Supply Order is delayed beyond the period stipulated in the Contract / Supply Order as a result of hostilities, declaration of embargo or blockade or flood, acts of nature or any other contingency beyond the supplier's control due to act of God, then SECL may allow such additional time by extending the delivery period as is considered justified by the circumstances of the case and its decision shall be final. In case additional time is granted by SECL for execution of the Contract / Supply Order, the Contract / Supply Order shall be read and understood as if it had contained from its inception the delivery date as extended.

- a) The successful bidder will advise, in the event of his having to resort to this clause, by a registered letter, duly certified by the local chamber of commerce, or statutory authorities, the beginning and end of the causes of the delay, within 15 days of the occurrence and cessation of such force majeure conditions. In the event of delay last out of force majeure, SECL will reserve the right to cancel the contract, and provisions governing termination of contract as stated in the bid documents will apply.
- b) For delay arising out of Force majeure, the bidder will not claim the extension in completion date for a period exceeding the period of delay attributable to the causes of force majeure and neither SECL nor the bidder shall be liable to pay extra cost provided it is mutually established that the force majeure conditions did actually exist.
- c) If any of the force majeure conditions exist in the place of operation of bidder even in the time of submission of bid, he will categorically specify them in his bid, and state whether they have been taken in to consideration in their quotation.

**15. PRICE FALL CLAUSE** - The price charged for the items supplied against the order, if placed, shall in no event exceed the lowest price at which the bidder **shall sell or offer to sell** the items to its any other customer during the pendency of the Contract / Supply Order. If the successful tenderer at any time during the pendency of the Contract / Supply Order **sells or offers to sell** such items to any customer, at a price lower than the price stipulated in the Contract / Supply Order placed by SECL, the successful tenderer shall forthwith notify to SECL such reduction in sale price of items / equipment supplied after such reduction coming into force shall stand correspondingly reduced.

**16. COMPOSITE GUARANTEE/WARRANTY-** The supply shall be covered by the maker's standard guarantee as follows:

- The supplier shall warrant that the items supplied under the contract / supply order
- (a) is new, unused .
  - (b) Is in accordance with the contract specifications.
  - (c) Shall have no defects arising out of design, materials or workmanship.

The supplier shall guarantee for the satisfactory performance of the complete **stores for a period of 12 months from the date of commissioning or 18 months from the date of dispatch, whichever is earlier.** In the event of any defects in materials, design and workmanship during the aforesaid period is found due to faulty design or poor workmanship, the defective items will be replaced by the supplier at site free of cost within 30 days of settlement of warranty claims.

The guarantee/composite warranty shall be submitted along with the bill. You will also replace the defective items, if any, during the warranty period free of cost. The responsibility to collect the defective / rejected material will lie with the supplier and the cost for such collection will have to be borne by the supplier.

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- 17. EARNEST MONEY DEPOSIT:** The value of Earnest money to be deposited by the tenderer shall be @2% of the value of the estimated cost of tendered for or Rs. 10,00,000/- (Ten Lakh), which ever is lower. EMD shall be in the form of Demand Draft in favour of SECL, payable at Korba(Chattisgarh) and MUST accompany the quotation, i.e., the PART-I of the bid. For the unsuccessful tenderer, the Earnest money shall be refunded immediately after finalization of tender. The EMD shall be forfeited if the tenderer withdraws their offer before finalization of the tender or fails to submit the order acceptance within 15 days from the date of order.

If any Central/ State Government Organisation /PSU & valid DGS&D/NSIC registered (tendered items) firm can produce documentary evidence issued by the Govt. authorities for according exemption towards submission of EMD, they may be considered for the exemption.

- 18. SECURITY DEPOSIT:** The successful tenderer will be required to deposit as security money 10% of the value of the contract (including Taxes, duties, and other charges to the FOR Destination prices without having any ceiling in the form of Cash/Bank Draft within 15 days from the date of order. If the successful tenderer fails to deposit the security deposit within 15(fifteen) days from the date of order, the order shall be cancelled and the case shall be processed to order else where, and the firm's performance in this regard shall be recorded for future dealings with them. For successful tenderers, the Security Money shall be converted to Security Deposit and they will need to deposit only the balance amount of Security Deposit after deducting the value of EMD from the Security Deposit required to be deposited. The Security Deposit shall be refunded within 30 days of successful completion of contract. For unsatisfactory performance and/or contractual failure, the security money shall be forfeited.

**If any Central/ State Government Organisation /PSU & valid DGS&D/NSIC registered (tendered items) firm can produce documentary evidence issued by the Govt. authorities for according exemption towards submission of Security Deposit, they may be considered for the exemption.**

For successful tenderer, the EMD shall be converted to Security Deposit. The Security Deposit shall be refunded within 30 days of successful completion of contract.

**19. Taxes and Duties:**

- a). Excise Duty , if applicable , will be payable extra on ex-works price only.
- b) The supplier shall be entirely responsible for all taxes, and other such levies imposed.
- c) The Purchaser shall bear all taxes, duties etc. within the contractual delivery period on submission of documentary evidence, levied by the Government or any other agency.

**Excise Duty** - The legally applicable rate of Excise Duty should be clearly mentioned in the commercial bid (PART I) and the rate and the value in the price bid (PART- II). In case the price is stated to be inclusive of excise duty, the current rate included in the price must be indicated. If the tenderer is exempted from paying the excise duty, the same must also be confirmed with valid documentary evidence.

In case the rate of excise duty varies with the turnover of the company, and the price is exclusive of excise duty, the tenderer shall have to specify the rate applicable to SECL. If the tenderer fails to specify the exact rate of ED applicable, the maximum rate currently leviable shall be loaded on the price.

In case if a particular FIRM rate of ED is indicated by the bidder the liability of SECL shall be restricted to that extent only and the difference if any will have to be borne by the successful bidder.

**Sales Tax** : The legally applicable rate of Sales Tax should be clearly mentioned in the commercial bid (PART-I) and the rate and value in the price bid(PART-II).

**NOTE: Set-off being extended to SECL as per provisions of VAT shall be considered while arriving at the status of the firm.**

20. **BANNED OR DELISTED SUPPLIERS:** The bidders would give a declaration that they have not been banned or de-listed by any government or quasi-government or PSU's. If a bidder has been banned by any government or quasi-government or PSU's., this fact must be clearly stated and it may not necessarily be a cause for disqualifying him. If this declaration is not given, the bid will be rejected as non-responsive.

21. **PURCHASE PREFERENCE TO PUBLIC SECTOR ENTERPRISES**

The Purchase Preference to Public Sector Units will be applicable as per BPE/Govt of India's guidelines being issued from time to time.

Ancillary units of SECL, shall be extended the benefits as per the prevailing policies of the Company.

22. **SPECIAL CONDITIONS:**

Any document submitted by the bidders along with their bids MUST bear the signature of the bidder. No such unauthenticated documents shall be entertained/accepted unless they are properly authenticated (signed and duly stamped ) by the bidder.

23. SECL is entitled to increase or decrease the quantity against any/all the items.

The bidders are requested to please note the following while submitting their offers:

“OFFERS WHICH DO NOT MEET TENDER REQUIREMENTS EITHER TECHNICALLY OR COMMERCIALY ARE LIABLE FOR REJECTION. CLARIFICATIONS MAY NOT BE SOUGHT FROM TENDERERS AFTER THE TENDERS (PART-i) ARE OPENED”.

SECL RESERVES THE RIGHT TO ACCEPT OR REJECT ANY TENDER EITHER IN WHOLE OR IN PART WITHOUT ASSIGNING ANY REASONS WHATSOEVER.

24. **Right to Information Act** : Any document/information submitted by the bidder can be made public at appropriate state, as per Right to information Act.2005

Encl: as above.

Appendix – A : Format of Checklist for Commercial Terms.

Appendix – B : General Terms and Conditions.

**STAFF OFFICER (MM)  
SECL, Korba**

**CHECK LIST FOR COMMERCIAL TERMS & CONDITIONS**

SL. NO.	COMMERCIAL TERMS & CONDITIONS	Accepted Please tick	Not accepted	Remarks
1.	Status as Manufacturer (Whether permanent NSIC/DGS&D etc certificate enclosed/Dealer (Whether dealership certificate enclosed)			
2.	EMD @ 2% Or NSIC/DGS&D/PSU/Ancillary Certificate enclosed.)			
3.	Security deposit @ 10%			
4.	Supply order copy			
5.	Mfg/Dealer/Trader			
6.	FOR : Destination a) Packing & forwarding b) Freight c) Insurance			
7.	Firm Price			
8.	Un-priced format			
9.	Excise duty			
10.	Rate Sale Tax/VAT			
11.	Delivery period as per NIT			
12.	Payment term 100% within 30 days			
13.	Guarantee/warranty 12/18 months			
14.	Performance warranty			
15.	Fitment Guarantee			
16.	Fall Clause as per NIT			
17.	Fall Clause as per NIT			
18.	Force Measure Condition			
19.	LD Max 10% as per NIT			
20.	Inspection at site			
21.	Make Brand Identification Mark			
22.	PAN NO.(Photocopy)			
23.	TIN No. (Photocopy)			
24.	Bank Details : Bankers Name Bankers Code Bank A/c No.			
25.	All Other terms & conditions of NIT			
26.	No Deviations Certificate			
27.	Status of Firm(Proprietary/partnership/Company			

*Note: Deviations, if any must be indicated in the above Check-List. If the same is not indicated in the Check-List, it will be presumed that the relevant clause has been accepted as per NIT in toto and the same shall be binding on the bidder.*

SEAL & SIGNATURE OF THE BIDDER

**1. Change in a Firm**

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

(ii) On the death or retirement of any partner of the supplier firm before complete performance of the contract the purchaser may at his option cancel the contract in such case the supplier shall have no claim whatsoever for compensation against the purchase.

(iii) If the contract is not determined as provided in the sub-clause 1.ii above notwithstanding the retirement of a partner from the firm, he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act has been sent by him to the purchaser by registered post acknowledgement due.

**2. (a) Consequence of Breach**

Should the supplier or a partner in the supplier firm commit breach of either of the conditions (a) or (b) of this sub-clause, it shall be lawful of the purchaser to cancel the contract and purchase or authorise the purchaser of the stores at the risk and cost of the supplier and in that event the provisions of clause 20 shall as far as applicable shall apply.

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

**3. 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. 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 Draft shall be 10% of the value of the awarded contract without having any ceiling. For successful tenderer, EMD should be converted to Security Money which will be refunded to the firm within 30 days of satisfactory execution of the contract with the approval of the HOD of MM Deptt./ Head of the Area. For unsatisfactory performance and / or contractual failure, the security money shall be forfeited.

**C.** If any State/ Central Govt. organization 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 / SD, they may be considered for exemption from submission of EMD / Security deposit.

**04. 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 Road or Rail so as to their being free from loss or injury on arrival at destination. The packing of the stores shall be done at the expense of the successful tenderer.

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

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

- (d) Packages must be so marked that identification is made easy. Packages will be stamped with identification marks both outside the packages as well as on the contents inside. Packages containing articles liable to be broken by rough handling like glass or machinery made of cast iron will be marked with cautionary works like 'Fragile' , 'Handle with care'. Weight of each package will be marked on the package.
- (e) A complete list of contents in each package called the packing list will be prepared and one copy will be packed in the package itself and another copy will be forwarded to the consignee in advance.
- 05. Delivery:** The time for and the date of delivery of the stores stipulated in the 'Purchase Order' shall be deemed to be the essence of the contract and delivery of the stores must be completed by the date specified.
- 06.** In the event of failure to deliver 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 Limited and / or its subsidiary Companies should have the right :-
- a. To recover from successful tenderer, as agreed liquidated damages, a sum not less than 0.5% of the price of the store which successful tenderer has not been able to supply (for this purpose part of a unit supplied will not be considered) 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 from elsewhere, after due notice to the successful tenderer, on the account and at the risk of the defaulting supplier the stores not supplied or others of a similar description without canceling the supply order in respect of consignment not yet due for supply or
  - c. To cancel the supply order or a portion thereof, and if so desired, to purchase the store at the risk and cost of the defaulting supplier and also
  - d. To extend the delivery period with or without imposition of Liquidated Damages as may be considered fit and proper. The penalty if imposed shall not be more than the agreed liquidated damages referred to clause (a) above.
  - e. To forfeit security deposit in full or part.
  - f. Whenever under the contract a sum of money is recoverable from and payable by the supplier, South Eastern Coalfields Limited, 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, with South Eastern Coalfields Limited. Should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay to South Eastern Coalfields Limited, on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.
- 7.** If the execution of the contract / supply order is delayed beyond the period stipulated in the contract / supply order as a result of outbreak of hostilities, declaration of any embargo or blockage, or fire, flood, acts of nature or any other contingency beyond the suppliers' control due to act of God then CIL or its subsidiary Companies may allow such additional time by extending the delivery period, as it considers to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by the CIL and its subsidiary companies, the contract / supply order shall be read and understood as if it had contained from its inception the delivery date as extended.
- 8..** The supplier shall allow reasonable facilities and free access to his works and records to the Inspector, Progress Officer or such other Officer nominated for the purpose. Inspector of stores, i.e supplies made by the successful tenderer against the supply order mentioned at (15) above, shall be carried out by the Inspector / Consignee at the Colliery site/ stores or by the Inspecting Wing (inclusive of all its branch officer) of the DGS&D, New Delhi or any other agency as may be specified in the supply order. Where necessary, inspection may be carried out at the supplier's premises.

9. 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. The supplier shall at all times indemnify CIL and its subsidiary companies against all claims which may be made in respect of the supplies for infringement of any right protected by patent, Registration of Design, or Trade Mark, provided that in the event of any claim in respect of alleged breach of Letter Patent, Registered Design, or Trade Mark being made against CIL and / or its subsidiary companies, the said authority shall notify the supplier of the same and the supplier shall be at liberty at his own expense to settle any dispute or to conduct any litigation that may rise there from

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

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

11. **Mode of Dispatch:-** Consignment should be dispatched by Road through Bank approved Transport Consignment not should send to consignee with intimation to the order placing authority.

12. **Payment:-** 100% payment will be made on receipt & acceptance of materials at site within 30 days.

13. **Paying Authority:-** Area Finance Manager, Area Account Office, South Eastern Coalfields Limited, Korba Area.

14. **Inspection/Rejection:-**Initial inspection will be carried out by you. The consignee on receipt of materials at site will carry out final inspection.

If the Company find that materials/good supplied are not of the contracted quality, no according to the specifications required by the Company, or are received in damaged or broken condition or otherwise not satisfactory owing to any reason of which the company shall be sole judge. The Company will be entitled to reject the material at any stage and cancel the order and buy its requirement in the open market at the risk and cost of the supplier and receiver the loss if any occurred in such risk purchase from the supplier.

Local supplier shall remove the rejected material within two weeks in case the supplier falls to collect the rejected, material within this time the Company will scarp the material after the period is over. The Company will have no liability whatsoever including its loss in respect of such scraper materials in case of outside suppliers the rejected material shall be promptly returned to them at their cost in all respect so long as the rejected material lie at our works for may reason this shall be entirely at supplier risk and responsibility.

If material is not within the specification and to urgency materials is covered by our inspection report extra inspection & rectification charges incurred by the Company shall be recovered from supplier.

15. **Submission of Bill :-** All bill should be drawn on the name of consignee & submitted in triplicate duly pre-receipted revenue stamp.

16. **Acknowledgement of Order:-** Please acknowledge receipt of this order within 15 days from the date of receipt of this order otherwise it will be presume that you have accepted it for effecting supplies.

17. **Intimation of Dispatch:-** A copy of dispatch intimation should be sent to the undersigned. This issue with the approval of the Chief General Manager, South Eastern Coalfields Ltd. Korba Area.

18. **Lowest Price Certificate:-**You should certify on the body of your bills that the rates offered by you are lowest and same are applicable to all Govt.Deptt/Undertakings including CIL and its subsidiaries.

**19. Laws Governing the Contract.**

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

(b) Irrespective of the place of delivery, the place of performance 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 the acceptance of tender has been issued shall alone have Jurisdiction to decide any dispute arising out of or in respect of the contract.

**20. Corrupt Practices**

(a) The supplier shall not offer or give or agree to give to any person in the employment of the purchaser or working under the orders of Coal India Ltd. and/or its subsidiary companies any gift or consideration of any kind as an inducement or reward for going or forbearing to do or for having done or forborne to do any act in relating to the obtaining or execution of the contract or any other contract with the purchaser or for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other with the Purchaser. Any breach of the aforesaid condition by the supplier or any one employed by him or acting on his behalf (whether with or without the knowledge of the supplier) or the Commission of any offence by the supplier or by any one employed by him or acting on the behalf under Chapter IX of the Indian 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 06.

(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 shall be final and binding on the supplier.

**21. Insolvency and Breach of Contract**

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

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

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

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

**Note:-As per Sales Tax Commissioner C.G. circular No.1168 dated 16.5.2001 the Way Bill form No.59(A)for dispatches of materials to Chhattisgarh State is not required as SECL is a Govt.of India Undertaking.**

STAFF OFFICER (MM)  
SECL, Korba