



(UNDER JURISDICTION OF BILASPUR COURT ONLY)  
**South Eastern Coalfields Limited**  
 (A MINIRATNA COMPANY) (A GOVT. OF INDIA UNDERTAKING)  
 Seepat Road, Post Box No. 60, Bilaspur (Chattisgarh) 495 006  
**OFFICE OF THE GENERAL MANAGER (MM)**  
 Phone No. 07752-246321 Fax No. 07752-246471  
 E-mail : [seclajay@rediffmail.com](mailto:seclajay@rediffmail.com)

**NOTICE INVITING TENDER(~~GLOBAL~~/DOMESTIC)  
 Through E-tendering Process Only**

**TENDER NO. SECL/BSP/MMW/Sec-II/Telephone Cable/74**

**DATE : 24-08-2010**

<b>I</b>	The offers are invited for the supply of <b>PVC Sheathed Armoured Telephone Cables, Twin core Drop Wire &amp; Jelly Filled Armoured Telephone Cable</b> as per the scope of supply / technical specification, General terms and conditions etc. attached at Annexure – and also terms & conditions given below :  <b>This tender is against our Tender No: 36 dt 08-06-10 which has been cancelled</b>	
<b>II</b>	<b>DETAILS OF TENDER :</b>	
	a) MODE OF TENDER	ON LINE BIDDING SYSTEM <b>Pl. visit website</b> <a href="http://www.itietendering.com/CIL">www.itietendering.com/CIL</a>
	b) TYPE OF TENDER	<b>TWO BID / <del>SINGLE BID</del></b>
	c) ESTIMATED VALUE OF TENDER -INR	<b>Rs. 158.15 Lakhs (approx.)</b>
	d) DUE DATE & TIME OF SUBMISSION OF <b>REQUIRED DOCUMENTS OFFLINE</b> (FOR ONLINE BIDDING) AT SECL, BILASPUR	<b>UPTO 3.30 PM IST OF 06 th OCT-2010</b>
	e) DUE DATE & TIME OF ON LINE BIDDING BY BIDDERS	<b>UPTO 3.30 PM IST OF 06 th OCT-2010</b>
	f) DUE DATE & TIME OF OPENING <b>OFF-LINE REQUIRED DOCUMENTS</b>	<b>AT 4.00 PM IST OF 06 th OCT-2010</b>
	g) DUE DATE & TIME OF OPENING OF PART-I OFFER ON-LINE, i.e. TECHNO – COMMERCIAL BID	<b>AT 11.00 AM IST OF 07 th OCT-2010</b>
	h) TENDER FEE -INR	<b>RS. 5,000.00</b>
	i) EARNEST MONEY DEPOSIT -INR	<b>Rs. 3,17,000.00</b>
	j) <b>DUE DATE AND TIME OF OPENING OF PRICE BID</b>	<b>WILL BE COMMUNICATED TO THE TECHNO- COMMERCIALY ACCEPTABLE BIDDERS SEPARATELY.</b>
<p><b>NOTE: (I)</b>In case the date of opening of tenders happens to be a holiday, the due date and time of submission and opening of OFF-LINE REQUIRED DOCUMENTS shall get deferred to the next full working day. The On-LINE Techno-Commercial Bids shall be opened at 11 a.m. on the next working day thereafter.</p> <p><b>(II)</b>The bidders who fail to submit the required Tender fee/ Tender Fee exemption documents off line as mentioned under clause III G(i), will not be considered for opening of their on-line techno-commercial bids. Further, if the bidder fails to submit the other required documents off line as mentioned under clause –G. their price bid may not be considered for opening.</p> <p>It is essential for the bidder to respond to all terms and conditions indicated in the tender available for on-line bidding and bidders who do not comply all the NIT terms &amp; conditions , their price bid may not be considered for opening.</p>		

III	<b>INSTRUCTIONS TO BIDDERS</b> : The requirements for submission of the Bids On-line are indicated in the Annexure-E. for the information of compliance of the bidders
A	All entries in the quotation should be entered at on-line submission form without any ambiguity.
B	Tender can not be accessed on-line after the <b>DUE DATE and TIME of submission stipulated above.</b>
C	Any order resulting from this enquiry shall be governed by the terms and conditions in order & enquiry.
D	Where counter terms and conditions have been offered by the supplier, the purchase shall not be governed by them unless specific acceptance has been given in writing in the order by the purchaser. No deviations to the terms & conditions are allowed.
E	The Company has the right to cancel the enquiry or extend the due date of receipt of offer and/or opening of tender without assigning any reason thereof.
F	SECL reserves the right to vary the quantity of the above items. However, increase in the tender quantity will be restricted to a maximum of 20%.
G	<p><b>METHODOLOGY OF SUBMISSION OF TENDER :</b></p> <p><b>On-Line Bidding:</b> The bidders must submit their offer i.e. <b>PART – I and PART – II through ON LINE bidding</b> up to the scheduled time and date.</p> <p>The <b>PART – I</b> will contain all Techno-Commercial terms and conditions except PRICE.</p> <p><b>PART-II</b> : will contain only PRICE BID. <b>Price Bid should be submitted only through Enterprise Procurement System (EPS) through on line.</b></p> <p>The <b>PART-I</b> on line bidding will be opened on <b>07-10-2010</b> at 11.00 AM (IST) and <b>PART -II will be opened after evaluation of PART-I.</b></p> <p><b>Note: Price should not be disclosed in any manner in off-line documents . Offer of such bidder shall not be considered for opening on-line bids and their offer shall be rejected.</b></p> <p><b>OFF-LINE DOCUMENTS Submission:</b> The following documents(authenticated with seal and signature) as indicated below <b>MUST BE SUBMITTED OFF-LINE</b> in sealed cover addressed to CHIEF GENERAL MANAGER(MM), SOUTH EASTERN COALFIELDS LIMITED, P.B. NO.60, SEEPAT ROAD, BILASPUR-495006(CHATISGARH), INDIA super scribed with the name and address of the tenderer, tender number &amp; date and time &amp; date of opening of tender, on or before the due date and time of submission of Required Documents <b>OFF-LINE</b> (For Online Bidding) as indicated above:</p> <ul style="list-style-type: none"> <li>(i) <b>Tender fee or exemption certificate duly self attested.</b></li> <li>(ii) <b>EMD or exemption certificate duly self attested.</b></li> <li>(iii) <b>Integrity Pact duly signed and stamped indicating the name and designation / capacity of the signatory(applicable)</b></li> <li>(iv) Proof of Manufacturer duly self attested and notarized (<del>if applicable</del>)..</li> <li>(v) Copy of exemption certificate towards Sales Tax duly self attested, if applicable.</li> <li>(vi) Copy of exemption certificate towards Excise Duty duly self attested, If applicable</li> <li>(vii) <b>Copy of complete set of NSIC registration certificate clearly highlighting the list tendered items duly self attested and Notarized as per NIT clause no. 15 if applicable. To be submitted in off &amp; on line</b></li> </ul>

	<p>(viii) Copy of complete set of DGS&amp;D registration certificate self attested and <b>Notarized</b> as per NIT clause no. 15, if applicable. <b>To be submitted in off &amp; on line.</b></p> <p>(ix) <b>Copy of complete set of valid DGMS approval &amp; BIS marking license clearly highlighting the list tendered items duly self attested and Notarized as per NIT technical specification clause no. 5 B. To be submitted in off &amp; on line.</b></p> <p>(x) <b><u>Copies of supply orders and proof of supply like copy of dispatch challan , Invoice copy etc</u></b> for tendered items duly self attested, as listed in the past supply details of techno-commercial bid submitted on-line &amp; off line</p> <p>(xi) <b>As per provision of Micro, Small and Medium Enterprises Development Act, 2006, The vendors shall confirm their Registration Number along with the name of their Registering Authority and attach a duly self certified copy( certified by the Chief Executive of the Enterprise) of the valid registration certificate ,If applicable (Clause-30) .</b></p> <p><del>(xii) Certificate for Indigenous content(if applicable) (Clause27)</del></p> <p>(xiii) IN CASE BANNED / DELISTED , DETAILS /DOCUMENTS MAY BE GIVEN. A declaration on this regard should be submitted in off-line &amp; on line.</p> <p>(xiv) Other documents required as per NIT / to be submitted by the bidder, if any.</p> <p>(xv) <b>All the documents , as per Eligibility Criteria of NIT .</b></p> <p>(xvi) List of Documents submitted by the bidder must be enclosed on the letter head of the bidder, giving the reference of the tender no. &amp; date and due date of opening.</p>
H	<p><b>TENDER FEE :</b> The bidders are required to submit the tender fee for the amount specified in the advertisement in the form of account payee Demand Draft / Banker Cheque in favour of SOUTH EASTERN COALFIELDS LIMITED, BILASPUR payable at BILASPUR (Chhattisgarh).</p> <p><b>Only Government ( State / Central ) / Public sector Undertakings are exempted from paying tender fee . Ancillary units of SECL are also exempted from paying tender fee for the tendered items.</b></p> <p>In case such tenderer claims exemption for payment of tender fee, they should submit self certified copy of documents proving entitlement for exemption from payment of tender fee.</p>
IV	<p><b>COMMERCIAL TERMS AND CONDITIONS :</b> Bidders are requested to read carefully following terms and conditions. <b><u>It is essential for the bidder to un-conditionally accept all the terms and conditions indicated below :</u></b></p>
1	<p><b>PRICE :</b> Price Bid shall be submitted through Enterprise Procurement System (EPS) through Internet. For the bidders from India, price quoted should be on <b>FOR DESTINATION</b> basis, for delivery up to any Regional/ Central Stores of SECL. The prices should be quoted in the specified format <b>available on-line</b>. The price bids of techno-commercially qualified tenderers shall only be considered for evaluation.</p> <p>The price bids of techno-commercially qualified tenderers shall only be considered for evaluation.</p> <p>The on line PART-II ie price bid 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.</p> <p><b>Safe arrival of materials up to destination shall be the responsibility of the supplier.</b></p> <p><b><u>Note: Price should not be disclosed in any manner in off-line documents . Offer of such bidder shall not be considered for opening on-line bids and their offer shall be rejected.</u></b></p>

2	<p><b>TAXES AND DUTIES :</b></p> <p><b>1. Excise Duty</b>, if applicable, will be payable extra as per prevailing Excise Rules. The firm should confirm in the techno-commercial bid that Refund/Credit, if any, obtained shall be passed on to the buyer which shall be certified by the auditor of the supplier.</p> <p>The legally applicable rate of Excise Duty should be clearly mentioned in the commercial bid and the value in the price bid. In case the price is stated to be inclusive of excise duty, the current rate included in the price must be indicated. 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. If the tenderer is exempted from paying the excise duty, the same must also be confirmed with valid documentary evidence.</p> <p>The supplier shall be entirely responsible for all taxes, stamp duties and other such levies imposed outside the Purchaser's country, including all Bank Charges.</p> <p>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 in the Purchaser's country- including all Bank Charges in case of imports.</p> <p><b>2. Sales Tax/VAT</b> : The legally applicable rate of Sales Tax/VAT should be clearly mentioned. Set-off being extended to SECL as per provisions of VAT shall be considered while arriving at the ranking status of the firms.</p> <p><b>3. Entry tax</b>: The legally applicable rate of entry tax (wherever applicable) at the rate indicated in the directives issued by government of Chhattisgarh/Madhya Pradesh shall be loaded on the quoted price of the bidder for arriving at inter-se position of the participating bidders.</p> <p><b>4. Octroi duty/other Charges</b>: The other charges like octroi etc should be clearly indicated along with applicable % age or amount per unit of measure. In case these charges are not applicable, it should be clearly mentioned.</p>												
3	<p><b>Evaluation of Prices Quoted in INR:</b> 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:</p> <p>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 charge for loading purpose shall be considered as per the existing transit insurance contract concluded by SECL/CIL.</p> <p>b) 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 up to destination:</p>												
	<table border="1"> <thead> <tr> <th data-bbox="212 1733 711 1795">APPROXIMATE DISTANCE OF DESPATCHING STATION FROM SITE</th> <th data-bbox="711 1733 1383 1795">% OF FOR DESPATCHING STATION PRICE</th> </tr> </thead> <tbody> <tr> <td data-bbox="212 1795 711 1835">Above 2001 Km.</td> <td data-bbox="711 1795 1383 1835">5%</td> </tr> <tr> <td data-bbox="212 1835 711 1876">1501 to 2000 Km</td> <td data-bbox="711 1835 1383 1876">4%</td> </tr> <tr> <td data-bbox="212 1876 711 1916">1001 to 1500 Km.</td> <td data-bbox="711 1876 1383 1916">3%</td> </tr> <tr> <td data-bbox="212 1916 711 1956">501 to 1000 Km.</td> <td data-bbox="711 1916 1383 1956">2%</td> </tr> <tr> <td data-bbox="212 1956 711 1983">500 Km. And below</td> <td data-bbox="711 1956 1383 1983">1%</td> </tr> </tbody> </table>	APPROXIMATE DISTANCE OF DESPATCHING STATION FROM SITE	% OF FOR DESPATCHING STATION PRICE	Above 2001 Km.	5%	1501 to 2000 Km	4%	1001 to 1500 Km.	3%	501 to 1000 Km.	2%	500 Km. And below	1%
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	<p>c) The prices quoted shall be compared on total price basis including all taxes, duties, packing &amp; forwarding charges, freight, insurances, octroi duty/entry tax etc payable in each case as applicable on the date of opening of price bid.</p> <p>d) Entry tax (wherever applicable) at the rate indicated in the directives issued by government of Chhattisgarh/Madhya Pradesh shall be loaded on the quoted price of the bidder for arriving at inter-se position of the participating bidders.</p> <p>e) VAT set-off being extended to SECL as per provisions of VAT shall be considered while arriving at the ranking status of the firms.</p>
4.	<b>VALIDITY OF OFFER :</b> The offers made must remain open for acceptance for <b>180 days</b> from the date of opening of tender.
5.	<b>Firm prices:</b> The prices quoted must be <b>FIRM</b> and the offers made must remain open for acceptance for <b>180</b> days from the date of opening of on line techno commercial bid of the tender.
6	<p><b>PAYMENT TERMS :</b></p> <p><b>6: FOR ALL OTHER ITEMS:</b></p> <p>6.1 The Bidders from India shall confirm their acceptance of the following Payment Terms:</p> <p><b>“ 100% within 21 days from the date of receipt and acceptance of the material at site or within 21 days from the date of receipt of suppliers’ bills, whichever is later ”.</b></p> <p><b><u>NO OTHER PAYMENT TERMS WILL BE ACCEPTED.</u></b></p> <p>SECL is making payment of supplier’s bills through Electronic Fund Transfer (EFT). Bidders are therefore, advised to indicate their Bank Account number and other Bank Details in their Invoice.</p>
7	<p><b>DELIVERY REQUIREMENT-</b></p> <p>7.1 Delivery schedule shall be reckoned from the 10<sup>TH</sup> day from the date of order .The date of receipt of materials at our stores shall be treated as the date of delivery.</p> <p><b>7.2 SPECIFIC DELIVERY SCHEDULE:</b> The tendered items are required to be delivered by the successful bidder as indicated in the <b>Annexure-A(i) to A(iii):</b></p> <p>(a) Annexure – A(i) – Delivery schedule of <b>PVC Sheathed Armoured Telephone Cables</b>  (b) Annexure – A(ii) - Delivery schedule of <b>Twin core Drop Wire</b>  (c) Annexure – A(iii) – Delivery schedule of <b>Jelly Filled Armoured Telephone Cable</b></p> <p>Note: The bidder should be in a position to supply at least 25% of the total quantity for which the tender has been issued, within the specified delivery schedule.</p> <p>Please note that the offers not complying to the above delivery requirement shall not be considered.</p> <p>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.</p>

	<p>7.3: <b>Excess price recovery in case of orders with preferred delivery period:</b> If the order is placed on the assurance of earlier delivery offered in preference to the lowest acceptable offer, in case of failure, the successful bidder will be liable to pay the difference between the lowest acceptable offer and the price at which the order is placed on the successful bidder.</p>
8	<p><b>LIQUIDATED DAMAGES CLAUSE :</b> The bidders will confirm their acceptance of the following :</p> <p>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:</p> <ol style="list-style-type: none"> <li>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 <b>10% (TEN Percent)</b>.</li> <li>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</li> <li>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</li> <li>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 9 (a) above except in case of force majeure condition</li> </ol>
	<ol style="list-style-type: none"> <li>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.</li> <li>f) To forfeit the security deposit fully or in part.</li> </ol>
9	<p><b>FORCE MAJEURE CLAUSE :</b> 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.</p>

	<p>a) The successful bidder will advise, in the event of his having to resort to this clause, by a registered letter, duly certified by the local chamber of commerce, or statutory authorities, the beginning and end of the causes of the delay, within 15 days of the occurrence and cession of such force majeure conditions. In the event of delay lasting out of force majeure, SECL will reserve the right to cancel the contract, and provisions governing termination of contract as stated in the bid documents will apply.</p> <p>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.</p> <p>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.</p>
10	<p><b>PRICE FALL CLAUSE</b> - The price charged for the Stores / Equipment supplied against the order, if placed, shall in no event exceed the lowest price at which the bidder <b>shall sell or offer to sell</b> the Stores / Equipment of identical description to its any other customer during the pendency of the Contract / Supply Order. If the successful tenderer at any time during the pendency of the Contract / Supply Order <b>sells or offers to sell</b> such stores 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 stores / equipment supplied after such reduction coming into force shall stand correspondingly reduced.</p>
11	<p><b>COMPOSITE GUARANTEE / WARRANTY</b> - The supply shall be covered by the maker's standard guarantee as follows:</p> <p>The supplier shall warrant that the items supplied under the contract / supply order</p> <ol style="list-style-type: none"> <li>1. Is new, unused and of current design not likely to be discontinued or become obsolete till the life of the offered equipment.</li> <li>2. Is in accordance with the contract specifications.</li> <li>3. Shall have no defects arising out of design, materials or workmanship.</li> </ol>
	<p>The supplier shall guarantee for the satisfactory performance <u>of the Stores/spares for a period of 12 months from the date of commissioning or 18 months from the date of dispatch , whichever is earlier...</u> 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 bidder will be required to stock items to take care of warranty failures.</p>
	<p>The guarantee/composite warranty shall be submitted along with the bill. The warranty shall cover for the total stores so that the necessity of having to approach different manufacturers of various components/assemblies does not arise and all services under warranty clause shall be the responsibility of the ultimate supplier of the composite stores. 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.</p> <p>The bidder will be required to stock items to take care of warranty failures. Items should be available within 2 weeks of the breakdown being intimated to them. The guarantee / composite warranty shall be submitted along with the bill.</p>

12	<p><b>EARNEST MONEY DEPOSIT:</b> The value of Earnest money to be deposited by the tenderer shall be as mentioned in the NIT. EMD shall be in the form of Demand Draft in favour of SOUTH EASTERN COALFIELDS LTD. , payable at Bilaspur (C.G.) 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.</p>
	<p><b>Tenders not submitted alongwith requisite EMD and are not eligible for exemption will be considered as unresponsive and will not be considered further.</b></p> <p><b>In present case the EMD amount shall be Rs. 3,17,000.00 (Rs.Three Lakhs Seventeen Thousand ) only.</b></p> <p><b>For successful bidders, the EMD shall be refunded after receipt of acceptance of the order along with the Security Deposit from the bidder.</b></p> <p>Tenders submitted without EMD (Except for the firms which are specifically exempted from EMD in the tender documents) are liable <b>for rejection without any further correspondence.</b></p>
13	<p><b>SECURITY DEPOSIT:</b> The successful tenderers will be required to deposit as security money 10% of the value of the contract (including Taxes, duties, and other charges to the FOR Destination prices ) without having any ceiling in the form of Cash/ Bank Draft / Bank Guarantee 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 same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by SECL. <b>For successful tenderers, the Security Money shall be refunded within 30 days of satisfactory execution of contract. For unsatisfactory execution of contract and / or failure of execution of contract, the security money shall be forfeited.</b> The Bank Guarantee should be submitted on <b>Rs.250/-</b> non-judicial stamp paper as per the enclosed format at enclosed <b>Annexure.-B</b></p>
14	<p><b>EXEMPTION FROM EMD/SECURITY DEPOSIT:</b> Submission of EMD and Security Deposit is exempted in case of the following firms :</p> <ol style="list-style-type: none"> <li>1. Any Central / State Government Organization / PSU shall be exempted towards submission of EMD/Security Deposit.</li> <li>2. Firms registered with NSIC / DGS&amp;D / Ancillary units of SECL for tendered items shall also be exempted from submission of EMD / Security Deposit against submission of valid registration certificate. Copies of DGS&amp;D / NSIC Registration submitted by the bidders should be duly attested by Notary Public.</li> </ol> <p><b>NOTE :</b> However, NSIC Registered firms shall be exempted from Security Deposit only up to their monetary limit, if any indicated in the NSIC registration certificate. In case value of order placed is above such monetary limit indicated in the registration certificate, the successful tenderer have to furnish the security deposit over such monetary limit.</p>
15	<p><b>INSPECTION AND TESTS :</b></p> <ol style="list-style-type: none"> <li>1. The purchaser or its authorised representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes.</li> </ol>

	<p>2. The inspections and tests may be conducted on the premises of the supplier or its subcontractors), at point of delivery and/or at the goods final destination when conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production date, shall be furnished to the inspectors at no charge to the purchaser.</p> <p>3. Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods and make all alternatives necessary to meet specification requirements free of cost to the Purchaser.</p> <p>4. The Purchaser's right to inspect, test and, where necessary, reject the goods after the Goods arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representatives prior to the Goods shipment from the country of origin.</p> <p>5. Material are subject to inspection by the purchaser before dispatch. The materials may also be subject to stage inspection by a third party nominated by SECL for the purpose. Final inspection shall, however, be carried out at the consignee's end.</p> <p>6. Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.</p> <p>7. The purchaser shall, at its discretion, have the right to test the ordered material in a Government Test House or in a test house nominated by the purchaser. In case of failure of the material after testing, the cost of tests as well as of the material shall have to be borne by the supplier.</p> <p><b>8. Pre-dispatch inspection by M/s CMPDIL as per Annexure "C"</b></p>
16	<p><b>PAST SUPPLY DETAILS :</b> The bidders shall essentially submit authenticated copies (signed and stamped by the bidder) of order received by them from CIL / its subsidiaries / Government Departments and / or other Government Undertakings along with other documents to be submitted off-line.</p> <p>The tender items wise details of orders are also to be uploaded in the format given in the on-line bid document.</p>
17	<p><b>PURCHASE PREFERENCE TO PUBLIC SECTOR ENTERPRISES :</b></p> <p>1. The Purchase Preference to Public Sector Units will be applicable as per BPE / GOVT. OF INDIA's guidelines being issued from time to time.</p> <p>2. Ancillary units of SECL shall be extended the benefits, as per the prevailing policies of the Company.</p>
18	<p><b>DEEMED EXPORT ( If applicable) :</b> 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 Government. SECL's responsibility shall only be limited to the issuance, of required certificate. The offer shall be unconditional and phrases like "subject to availability of deemed exports benefits" etc. shall not be accepted.</p>
19	<p><b>CONSIGNEE PARTICULARS:</b> General Manager, Central Stores , SECL, Korba, P.O. Korba Colliery, Distt. Korba (CG) 495677. Phone No. 07759 – 221570</p>
20	<p><b>Submission of certificates etc.:</b> The self attested copies of documents like <b>valid DGS&amp;D/NSIC Registration certificate and any other documents issued by independent statutory bodies of Govt. of India etc. shall be necessary attested by the Notary Publica and duly stamped.</b></p>

21	<b>Submission of BG:</b> The original Bank Guarantee should be sent to the beneficiary directly by the issuing Bank under Registered Post(A.D.). However , in exceptional cases , where the Bank Guarantee is handed over to the customer for any genuine reasons, the issuing branch should immediately send by Registered Post (A.D.) an unstamped duplicate copy of the guarantee directly to the beneficiary with a covering letter requesting them to compare with the original received from supplier and confirm that it is in order . The A.D. card should be kept with the loan papers of the relevant guarantee.
22	<b>BANNED OR DELISTED SUPPLIERS:</b> The bidders shall confirm 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. The BANNED / DELISTED , DETAILS MAY BE GIVEN OFF-LINE. If not banned or delisted, the supplier has to give declaration in off line documents.
23	<b>MSM Enterprise:</b> As per provision of Micro, Small and Medium Enterprises Development Act, 2006, The vendors should confirm their Registration Number along with the name of their Registering Authority. They should also attach a duly self certified copy( certified by the Chief Executive of the Enterprise) of the valid registration certificate with each invoice against each dispatch of all purchase orders.
24	<b>SUB-CONTRACT</b> : Sub-Contract will not be allowed in part or in whole under any circumstances.
25	<b>RIGHT OF ACCEPTANCE</b> : The purchaser does not bind himself to accept the lowest or any other tender and reserves the right of accepting the whole or any part of the tender or portion of the quantity offered. SECL reserves the right to reject or accept any tender either in whole or in part without assigning any reason whatsoever.
26	<b>RIGHT TO INFORMATION ACT</b> : Any document/information submitted by the bidder can be made public at appropriate stage, as per Right to information Act. 2005.
27	<b>General terms and Conditions:</b> Unless otherwise specified in the NIT, the Purchase order, if placed, shall be subject to the General Terms and Conditions of Supply of Stores given with NIT as ANNEXURE –D. In case there is a conflict in any particular term of the NIT with the General Terms, the terms of the NIT will prevail.
28	<b>JURISDICTION</b> : Any dispute arising out of this enquiry shall come under the sole jurisdiction of the Bilaspur Court (Chhattisgarh State, INDIA).
29	<b>All off line required documents shall be submitted on line also, duly scanned, along with on-line techno commercial bid, apart from submitting the same off line, within the stipulated date and time. A confirmation in this regard shall be required to be submitted by the bidder either with off line documents or separately, but the same shall be received within the stipulated time of submission of opening.</b>
30	<b>Acceptance of NIT terms:</b> Acceptance/confirmation of NIT terms in ON Line Bid submission will supersede the terms and condition offered by the bidder if any along with offline documents.

Sr Manager (MM)  
For South Eastern Coalfields Ltd.

**Enclosures :**

- Annexure – A : Technical Specification and eligibility Criteria
- Annexure – B : Format of Bank Guarantee for Security Deposit
- Annexure- C : Pre-dispatch Inspection
- Annexure – D : **Requirements for Vendors**
- Annexure- E : General Terms & Conditions

Annexure – ‘A(i)’

**E-TENDER TECHNICAL SPECIFICATION FOR PVC SHEATHED ARMoured TELEPHONE CABLES AND DROP WIRE.**

**GENERAL:**

i)	Name of Tenderer	:	(To be indicated)
ii)	Make of Cable	:	(To be indicated)
iii)	Brand/Trade Name	:	(To be indicated)

**SCHEDULE OF REQUIREMENT (SRO)**

	Size/pairs of cable		Qty in KM	Whether quoted /not quoted
a)	20 pairs/0.5 mm dia of each conductor	:	40.00	YES/NO
b)	10 pairs/0.5mm dia of each conductor	:	57.85	YES/NO
c)	06 pairs/0.5 mm dia of each conductor	:	25.00	YES/NO
d)	04 pairs /0.5 mm dia of each conductor	:	27.50	YES/NO

SI No	TECHNICAL PARAMETERS OF PVC SHEATHED ARMoured		TO BE CONFIRMED BY THE TENDERER
1	<b><u>Bidder must be manufacturing</u></b> PVC sheathed telephone cables and <b><u>have successfully supplied the tendered or higher sized/paired</u></b> PVC sheathed telephone cables to the Mining industry and / or to the other industries (Private or Government/ Public Sector Undertaking <b><u>Indigenous</u></b> ).	:	Yes
2	Bidder must have <b><u>valid DGMS approval</u></b> of tendered items <b><u>at the time of opening of tender.</u></b>	:	Yes
3	Bidder must have <b><u>valid BIS Marking Licence</u></b> conforming to 1554 (Part-1) 1988 <b><u>at the time of opening of tender.</u></b>	:	Yes
4	Bidder must have <b><u>valid DOT type approval</u></b> for switch board cables conforming to ITD specifications GR/WIR-06/03 Mar’ 02 with latest amendments if any, of <b><u>tendered or higher size pairs/wires at the time of opening of tender.</u></b>	:	Yes
5	Bidder must <u>submit</u> self attested and notarized (attested by notary public with stamp) <u>copy of valid DGMS approval, valid BIS Marking Licence and DOT type approval certificate for switch board cables at the time of supply with each consignment.</u>	:	Yes
6	Use of Cables :In coal mines	:	Yes
7	<b>Type of telephone cables</b> : PVC sheathed armored telephone cables having anneled tinned copper conductor of size 0.5 mm dia conforming ITD specification ITD No. GR/WIR-06/03 Mar’02 with latest amendments if any ,Armoured as per IS 1554 (Part-1) 1988 over all PVC sheathed as per above specifications.	:	Yes

8	Number of pairs a) 20 pairs. b) 10 pairs. c) 06 pairs. d) 04 pairs.	:	Yes Yes Yes Yes
9	ARMOURING: As per IS 1554 (Part-1 - 1988) with latest amendments.	:	Yes
10	OUTER SHEATHING : PVC of minimum thickness 1.1 mm for 4 pair, 1.2 mm for 6 to 20 pairs.	:	Yes
11	INNER SHEATHING : PVC of minimum thickness 0.9 mm for 4 pair, 1.1mm for 6 to 20 pairs.	:	Yes
12	CONDUCTOR RESISTANCE : Copper conductor resistance / KM should be as per ITD specification GR/WIR-06/03 Mar' 02.	:	Yes
13	<u>COLOUR SCHEME &amp; MAKE UP OF CABLES</u> : Number of pairs in center and successive layers as well as colour scheme as per specifications of GR/WIR-06/03 Mar' 02.	:	Yes
14	<u>INSULATION</u> : Minimum thickness 0.2 mm + 0.05 / -0.02 mm for 0.5 mm dia conductor as per specification GR/WIR-06/03 Mar' 02 .	:	Yes
15	<u>CAPACITANCE UNBALANCE</u> : Pair-to-pair capacitance unbalance shall be measured at 800 Hzs/1000 Hzs. The first and second conductor of triple constitutes a pair. All conductors other than those under test shall be connected to earth. The measured value shall be divided by $\frac{1}{2} (L/200 + \text{Root of } L/200)$ where L is the length of the cable under test. Length less than 100 meters shall be treated as 100 meters. The corrected pair-to-pair capacitance unbalance shall in no case exceed 230 pF.	:	Yes
16	<u>CABLE IDENTIFICATION</u> : The cable identification and marking shall be as per ITD specs. GR/WIR-06/03 Mar' 02.	:	Yes
17	OTHERS: i) Provided with ripcord of suitable and approved quality for easy stripping of PVC sheath. ii) Cable ends sealed suitably for protection against moisture. iii) Length of cable packed in 1000/500 meters drums with +/- 10 % per drum and overall length +/-5% of overall length. However, the last length of each cable to be supplied will be the order completing length. iv) Tested for according to ISI certification mark as per IS-1554 (Part-1) 1988 with latest amendments.	:	Yes Yes Yes Yes Yes

18	TESTS: The routine tests required as per ITD specifications are to be carried out on each drum of the cables and test certificate to this effect are to be submitted along with the cable supplied to SECL.	:	Yes		
19	Documents to be submitted :				
	(i) DGMS ,BIS & DOT type approval reference:				
a.	DGMS approval no.	:	(To be indicated)		
b.	DGMS valid upto (dd/mm/yyyy).	:	(To be indicated)		
c.	Size (Pairs) covered as per DGMS approval .	:	(To be indicated)		
d.	Submitted self certified & notarised (attested by notary public with stamp) copy of valid DGMS approval for the telephone cables.	:	Yes/no		
e.	BIS Marking Licence no.	:	(To be indicated)		
f.	BIS valid upto (dd/mm/yyyy).	:	(To be indicated)		
g.	Submitted copy of self certified & notarised (attested by notary public with stamp) copy of Valid BIS Marking Licence conforming to 1554 (Part-1) 1988.	:	Yes/no		
h.	DOT type approval certificate no. for 0.5 mm switch board cables, conforming to ITD specification with latest amendment if any of tendered or higher pairs/wires.	:	(To be indicated)		
i.	DOT type approval certificate upto (dd/mm/yyyy) for 0.5 mm switch board cables, conforming to ITD specification GR/WIR-06/03 Mar' 02 with latest amendment if any of tendered or higher pairs/wires.				
j.	Submitted self attested & notarised (attested by notary public) copy of valid DOT type approval for 0.5 mm switch board cables under requirement, confirming to ITD specifications GR/WIR-06/03 Mar' 02 with latest amendment if any of tendered or higher pairs/wires.				
20	Documents to be submitted :	:	(To be indicated)		
	(ii)Supply details for the offered items:				
a)	Authenticated copy of supply order received by them from Mining industry and / or to the other industries (Private or Government/Public Sector Under taking) in support of past supply for tendered items (same or higher sized cables). Failure to submit the document shall render the tender liable for rejection.		1	2	3 & so on
i.	Order placing Authority	:			
ii.	Order no.	:			

iii.	Order Date	:			
iv.	Type of Cable	:			
v.	No. of pairs	:			
vi.	Quantity Ordered	:			
vii.	Copy of Order enclosed	:			
21	Documents to be submitted : (iii)Any other /Additional				
a.	Technical Literature/Leaflet of Telephone Cable, if any	:	Yes/NO		
b.					
22	DELIVERY: Delivery shall commence within 30 (thirty) days and shall be completed with in 02 (two) months		Yes/NO		

## Annexure – ‘A(ii)’

**E-TENDER TECHNICAL SPECIFICATION FOR DROP WIRE.**

1.	Name of Tenderer	:	(To be indicated)
2.	Make of Cable	:	(To be indicated)
3.	Brand/Trade Name	:	(To be indicated)

**SCHEDULE OF REQUIREMENT (SRO)**

	Size/pairs of cable		Qty in KM	Whether quoted /not quoted
a)	Twin core Drop Wire	:	26.00	YES/NO

S/N	TECHNICAL PARAMETERS OF SELF SUPPORTING DROP WIRE		TO BE CONFIRMED BY THE TENDERER
1.	Bidder must be manufacturing Self supporting Drop wire and have successfully supplied the tendered or higher sized drop wire to the Mining industry and /or to other industries ( Private or Government /Public sector under taking -Indigenous).	:	Yes
2.	Bidder must have valid DOT type approval certificate for Self supporting , Drop wire with fiber glass roving as strength member (0.5 mm) conforming to ITD specification no. GR/WIR-03/03 August 2006 with latest amendments if any, of tendered items at the time of opening of tender.	:	Yes
3.	Bidder must submit self attested and notarized (attested by notary public with stamp) copy of valid DOT type approval certificate for Self supporting , Drop wire at the time of supply with each consignment.	:	Yes
4.	<b>Type of Drop Wire</b> :Self supporting ,twin core ,PVC Drop wire with fibre glass roving as strength member (0.5 mm) conforming to ITD specification no. GR/WIR-03/03 August 2006 with latest amendments if any.	:	Yes
5.	<b>Documents to be submitted :</b> (1) DOT type approval reference:	:	
a.	DOT type approval certificate no. for 0.5 mm Self supporting Drop wire.	:	(To be indicated)
b.	DOT type approval certificate for 0.5 mm Self supporting Drop wire valid upto (dd/mm/yyyy) for Drop wire.	:	(To be indicated)
c.	Submitted self attested and notarized (attested by notary public with stamp) copy of valid DOT type approval for Self supporting , Drop wire with fiber glass roving as strength member (0.5 mm) conforming to ITD specification no. GR/WIR-03/03 August 2006 with latest amendments .	:	Yes
	Documents to be submitted : (2)Supply details for the offered items:	:	(To be indicated)
	Authenticated copy of supply order received by them to the Mining industry and /or to other industries ( Private or Government /Public sector under taking - Indigenous).Failure to submit the document shall render		1      2      3 & so on

	the tender liable for rejection in support of past supply for tendered or higher sized drop wire.				
a.	Order placing Authority	:			
b.	Order no.	:			
c.	Order Date	:			
d.	Type of Drop wire.	:			
e.	Quantity Ordered	:			
f.	Copy of Order enclosed	:			
	Documents to be submitted : (3)Any other /Additional				
	Technical Literature/Leaflet of Telephone Cable, if any		Yes/NO		
6	DELIVERY: Delivery shall commence within 30 (thirty) days and shall be completed with in 02 (two) months		Yes/NO		

Annexure – ‘A(iii)’

**E-TENDER TECHNICAL SPECIFICATION FOR JELLY FILLED ARMoured TELEPHONE CABLES**

**GENERAL**

1.	Name of Tenderer	:	(To be indicated)
2.	Make of Cable	:	(To be indicated)
3.	Brand/Trade Name	:	(To be indicated)

**SCHEDULE OF REQUIREMENT (SRO)**

1	Size/pairs of cable		Qty in KM	Whether quoted /not quoted
a)	100 pairs/0.5 mm dia of each conductor	:	8.65	YES/NO
b)	50 pairs/0.5mm dia of each conductor	:	23.46	YES/NO
c)	20 pairs/0.5 mm dia of each conductor	:	38.00	YES/NO
d)	10 pairs /0.5 mm dia of each conductor	:	30.00	YES/NO

S/N	TECHNICAL PARAMETERS		TO BE CONFIRMED BY THE TENDERER
1	Bidder must be manufacturing Jelly filled armoured telephone cables and have successfully supplied the tendered or higher sized/paired, Jelly filled armoured telephone cables to the mining industry and/or to the other industries (Private or Government/Public Sector Under taking –Indigenous.	:	Yes
2.	Bidder must have valid DOT type approval certificate for Jelly Filled Armoured telephone cable , conforming to ITD specifications GR/CUG-01/03 Aug'2003 with latest amendments if any, of tendered items at the time of opening of tender.	:	Yes
3.	Bidder must submit self attested and notarized (attested by notary public with stamp) copy of valid DOT type approval certificate for Jelly Filled Armoured telephone cable , conforming to ITD specifications GR/CUG-01/03 Aug'2003 with latest amendments if any, at the time of supply with each consignment.	:	Yes
4.	Type of telephone cables : The Jelly Filled Armoured telephone cable size 0.5 mm dia , should be double steel tape polythene insulated , fully filled with filling compound and with polythene sheathed (bonded poly-al moisture barrier) as per ITD specification GR/CUG-01/03 Aug '03, with latest amendments if any .	:	Yes
5.	Number of pairs a) 100 pairs. b) 50 pairs. c) 20 pairs. d) 10 pairs.	:	Yes Yes Yes Yes
6.	Armouring :When armouring is required bedding and armour shall be provided over the sheath to be followed by jacket specified in clause No. 12.0 ITD speci. GR/CUG-01/03 Aug' 03 .	:	Yes

7.	<p>BEDDING: Two close helical lappings of polythene or polypropylene tape shall be applied over the stealth to provide sufficient mechanical protection during armouring. Each tape shall cover the overlap of first tape about evenly. The width of the tape is left to the discretion of manufacturer.</p>	: Yes
8.	<p>ARMOUR: This shall be of two applications of galvanized steel tape conforming to IS 3975 both applied helically in the same direction with gap in the first tape <math>25 \pm 10\%</math> of the nominal width of the tape. The second tape evenly covering the gap of the tape. In any case the overlap of second over the first tape shall not be less than 15% of the nominal width of the tape on either side.</p> <p>The thickness of steel tape shall confirm table "8" of ITD specification GR/CUG-01/03 Aug '03 the width is left to the discretion of the manufacturer.</p> <p>The steel tape of required width shall be galvanized, it should not be slit to a smaller width after galvanization as in the case there will not be Zinc coating on the edge/edges.</p> <p>The joints in the armouring tape shall be kept minimum wherever joints are made, adequate corrosion protection shall be provided on the both the sides and edges.</p>	: Yes
9.	<p>JACKETING: The armoured cable shall be tightly jacketed with polythene conforming to the requirements as specified for sheath in clause 10.1 of ITD specification GR/CUG-01/03 Aug '03 ,the nominal thickness of the jacket shall be as per Table-9 of ITD specification GR/CUG-01/03 Aug' 03 . The minimum and average thickness shall be regulated as in clause 10.3 of ITD specification.</p> <p>The jacket shall be reasonably circular and free from pin holes and other defects.</p> <p>The jacket shall be spark tested as per Table 9 of ITD specification GR/CUG-01/03 Aug '03 there shall be no spark over. This is an online test.</p> <p>The maximum dia of different sizes/gauges over jacket shall be as per Table 7 of ITD specification GR/CUG-01/03 Aug '03.</p>	: Yes
10.	<p>IDENTIFICATION MARKING AND LENGTH MARKING: Following marking shall be made at an interval of one meter on the running length. Marking shall be through out the length and shall be as per ITD specification GR/CUG-01/03 Aug' 03, with latest amendments if any.</p> <ol style="list-style-type: none"> <li>Telephone Handset Emblem.</li> <li>Name of the manufacturer.</li> <li>Year of the manufacturer.</li> <li>No. of pairs / conductor size.</li> <li>Length of marking.</li> </ol>	: Yes

11.	CONDUCTOR DIAMETER,RESISTANCE AND ELONGATION: Shall be as per Table-10 of GR/CUG-01/03 Aug' 03 .	:	Yes
12.	MUTUAL CAPACITANCE :The average mutual capacitance of the pairs in the cable measured at 800 to 1000 Hzs shall be $52 \pm 3$ nF/KM. However, the mutual capacitance of individual pair shall be within the limits of $52 \pm 4.5$ nF/KM.	:	Yes
13.	INSULATION RESISTANCE :The insulation resistance measurement shall be made with DC voltage of magnitude not less than 500 Volts after steady electrification of one minute. The insulation resistance between each conductor in the cable and other conductor connected together and to the screen and earthed shall not be less than 5000 in Mega Ohms/KM (Cable length in KM x observed insulation Mega Ohms) at room temperature.	:	Yes
14.	PACKING LENGTH: Packing length per drum should be as per table 1 of ITD specification GR/CUG-01/03 Aug' 03	:	Yes
15.	DRUM LENGTH TOLERANCE :Length of cable packed in drums with $\pm 10$ % per drum and $\pm 5$ % overall length tolerance maximum. However, the last length of each size of cable supplied shall be the order completing length.		
16.	TESTS: The routine tests required as per ITD specifications No. GR/CUG-01/03 Aug' 03 with latest amendment, if any, are to be carried out on each drum of the cables and manufacturer test certificate to this effect are to be submitted along with the cable to be supplied to SECL.		
17.	<b>Documents to be submitted :</b> (1) DOT type approval reference:		
a.	DOT type approval certificate no. for 0.5 mm Jelly Filled Armoured telephone cable for following pairs. i) 100 pairs ii) 50 pairs iii) 20 pairs iv) 10 pairs	:	(To be indicated) (To be indicated) (To be indicated) (To be indicated)
b.	DOT type approval certificate valid upto (dd/mm/yyyy) for 0.5 mm Jelly Filled Armoured telephone cables for following pairs. i) 100 pairs ii) 50 pairs iii) 20 pairs iv) 10 pairs	:	(To be indicated) (To be indicated) (To be indicated) (To be indicated)
c.	Submitted self attested and notarized attested by notary public with stamp) copy of valid DOT type approval for 0.5 mm Jelly Filled Armoured telephone cable for following pairs conforming to ITD specifications GR/CUG-01/03 Aug' 03 with latest amendments if any.		

	i) 100 pairs ii) 50 pairs iii) 20 pairs iv) 10 pairs	:	Yes		
		:	Yes		
		:	Yes		
		:	Yes		
D)	Documents to be submitted : (2)Supply details for the offered items:	:	(To be indicated)		
i)	Authenticated copy of supply order received by them from the mining industry and/or to the other industries (Private or Government/Public Sector Under taking – Indigenous . Failure to submit the document shall render the tender liable for rejection in support of past supply for tendered or higher sized/paired, Jelly filled armoured telephone cable.		1	2	3 & so on
a.	Order placing Authority	:			
b.	Order no.	:			
c.	Order Date	:			
d.	Type of Cable	:			
e.	No. of pairs	:			
f.	Quantity Ordered	:			
g.	Copy of Order enclosed	:			
h.	Time of complete execution of supply order whose copies are enclosed.	:			
F)	Documents to be submitted : (3)Any other /Additional				
a.	Technical Literature/Leaflet of Telephone Cable, if any	:	Yes/NO		
18	DELIVERY: Delivery shall commence within 30 (thirty) days and shall be completed with in 02 (two) months		Yes/NO		



**-Format of Bank Guarantee for Security Deposit:/PBG***(RS.250 non-judicial stamp paper)*

Messers -----, a Company having its office ----- (hereinafter called the Contractor) has entered into a Contract No. ----- dated ----- ( hereinafter called the said Contract ) with South Eastern Coalfields Limited ( hereinafter called SECL ) to supply equipment on the terms and conditions contained in the said contract.

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

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

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

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

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

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

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

5. We,-----Bank Ltd., further agree to renew the Bank Guarantee from time to time at the request of the SECL.

6. We, -----Bank Ltd., lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser, in writing.

7.. The Bank has under its constitution power to give this guarantee and ----- who have signed it on behalf of the Bank have authority to do so.

8. This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

Dated :..... Day of ..... 20..... for ..... Bank Limited.

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

## ANNEXURE-C

**THIRD PARTY PRE DESPATCH STAGE INSPECTION**

Pre-dispatch stage inspection of each consignment shall be carried out by Third party, to be nominated by SECL, as per the terms and conditions indicated hereunder:

In case of placement of order only you, the pre dispatch inspection will be carried out by M/s. CMPDIL, at the works of the manufacturer before dispatch of the items. Inspection fee shall be 0.8% (Zero point eight percent) + 10.3% (Service Tax on the inspection fee) of total consignment billing. The inspection charges to M/s. CMPDIL are to be paid by the manufacturer initially, which will be reimbursed by SECL against documents along with consignment bill. Final inspection will be carried out by the consignee representative at destination.

Stage Pre-dispatch inspection shall be carried out by Third party , to be nominated by SECL as per their methodology. The third Party Inspection shall include examination of raw material, test certificate verification, continuous monitoring of quality assurance by manufacturer which will include regular and surprise visits. In brief, the scope and condition of inspection by Third party will be as follows :

1. Checking and approval of test procedures/quality assurance plans.
2. Verification of records and documents of your works.
3. Verification of documents and test certificate of bought out items and cross checks.
4. You shall provide facilities for carrying out all necessary tests as required in the specification at your works, else these will be carried out at an independent test house at your cost.
5. Final testing and checking of materials as per specifications.
6. Third party will have full and free access to the premises of manufacturer during the process of manufacturing and during inspection activities.
7. Inspection fee to be communicated along with the purchase order is to be paid to third party, inspecting agency along with inspection call letter payable by DD which will be reimbursed subsequently by SECL together with consignment billing.
8. In the event of rejection/non-redness of material during the first visit, the manufacturer/supplier shall pay to CMPDIL all charges including actual travel and hotel expenses along with inspection fee for second inspection visit
9. Minimum 7 calendar days notice shall be given by the manufacturer to third party, inspecting agency for arranging inspection within valid delivery period as per contract.
10. The ultimate responsibility for supply of correct materials as per requirement of relevant specification lies solely with the manufacturer in spite of clearance/acceptance by third party, inspecting agency. The manufacturer will be required to replace the material free of cost if found defective/unserviceable/not according to relevant specifications.
11. The charges for third party inspection and the cost of materials that would be required for destructive tests, if any, shall be reimbursed by SECL together with the consignment billing. Such cost shall be reimbursed only if it is duly certified by third party , inspecting agency .
12. Final inspection shall be arranged by the consignee after receipt of the material at our destination.

**Requirements for Vendors**

- P.C. connected with internet.
- Registration with Service provider portal [www.itietendering.com/CIL](http://www.itietendering.com/CIL)
- The vendor should possess a Class III Digital Signature certificate (Mandatory). (Bids will not be recorded without Digital Signature Certificate.)
- In case of any clarification please contact ITI Ltd., before the schedule time of the e-Procurement.

**Contact Person:-**

Mr. Madhusudhan S :- 09980548184  
Mr. Kumar Chandan :- 09986073824  
Help Desk: 080-40482119,120,116  
e-mail: madhus\_2003@yahoo.co.in

**1.0.1** For registration, Submission procedure and method of correspondence etc. Please visit our website: [www.itietendering.com/CIL](http://www.itietendering.com/CIL) and click on the link Vendor Help.

**1.0.2** To obtain the Class III digital signature certificate please visit our website: [www.itietendering.com/CIL](http://www.itietendering.com/CIL) and click on the link Digital certificate and download the certificate form and fill the necessary details and send the hard copy to the following address:

(Support Center for E-Tendering E- Procurement Solution)

**Antares systems Limited**  
**#24, 1st Floor, Sudha complex**  
**3rd Stage,4th block**  
**Basaveshwaranagar**  
**Bangalore-79**  
**Telefax: 91-80-40482000,40482114**

**1.0.3 Help for participating in e-tender:**

The detailed methods for participating in the e-procurement are available in the website "[www.itietendering.com/CIL](http://www.itietendering.com/CIL)". The bidders have to Log on to ITI's web site and then click on the specified links to start participating in the e-procurement process.

Bidders are also free to communicate with the contact person of the service provider to get all clarification regarding the mode of the e-procurement process. The name, address, contact phone number and e-mail ID of the contact person of the service provider shall be notified to the bidders in due course.

**ANNEXURE "E"****GENERAL TERMS AND CONDITIONS OF SUPPLY OF STORES**

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

- i. "Contract" means the invitation of tender, instructions to tenderers, acceptance of tender, particulars and the general and special conditions specified in the acceptance of tender and includes a repeat order which has been accepted and acted upon by the supplier.
- ii. The term "SUPPLIER" shall mean the person, firm or company with whom the contract is placed and shall be deemed to include the supplier in successors (approved by the Purchaser) representatives, heirs, executors, administrators and permitted assignee as the case may be.
- iii. "CONTRACT PRICE" shall mean the sum accepted or the sum calculated in accordance with the price and / or terms accepted by or on behalf of the purchaser.
- iv. The Chairman – cum- Managing Director means Chairman – cum Managing Director of South Eastern Coalfields Limited, Bilaspur.
- v. The term DRAWING shall mean the drawings, the plans specified in or annexed to the schedule of specification.
- vi. The term "PURCHASE EXECUTIVE" shall mean the purchaser or purchaser named in the schedule to the tender, his or their successors or assignees.
- vii. The term INSPECTOR shall mean any person nominated by or on behalf of the purchaser to inspect supplies, Stores or works under the contract or his duly authorized agent.
- viii. The term PROGRESS OFFICER shall mean any person nominated by or on behalf of the purchaser to visit supplier's works to ascertain the position of deliveries of stores purchased.
- ix. The term MATERIALS shall mean anything used in the manufacture or fabrication of the stores.
- x. The term PARTICULARS shall mean the following :
  - a. Specification
  - b. Drawing
  - c. Sealed pattern denoting a pattern sealed and signed by the inspector
  - d. Certified or sealed sample denoting a copy of the sealed pattern or sample sealed  
by the purchaser for guidance of the Inspector.
  - e. Trade pattern denoting a standard of the ISI or other standardizing authority of  
South Eastern Coalfields Limited and / or a general standard of the Industry and  
obtainable in the open market.
  - f. Proprietary make denoting the product of an individual manufacturer
  - g. Any other details governing the construction, manufacturer and or supply as existing in the contract
- xi. STORES means the goods specified in the supply order or schedule which the contractor has agreed to supply under contract.
- xii. The term TEST shall mean such test or tests as are prescribed by the specification or considered necessary by the Inspector or any agency acting under direction of the Inspector.

- xiii.** The term SITE shall mean the place or places named in the SUPPLY ORDER or such other place or places at which any work has to be carried out as may be approved by the purchaser.
- xiv.** Works denoting the persons shall include any company or association or body of individuals whether incorporated or not.
- xv.** WRITING shall include any manuscript, typewritten or printed statement under or over signature or seal as the case may be.
- xvi.** UNIT & QUALITY means the unit and quantity specified in the schedule.
- xvii.** SUPPLY ORDER or PURCHASE ORDER means an order for supply of stores and includes an order for performance.
- 2** The delivery of stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract after approval of stores by the Inspector to :
- i.** The consignee at his premises or
  - ii.** Where so provided the interim consignee at his premises or
  - iii.** A carrier or other persons named in the contract an interim consignee for the purpose of transmission to the consignee.
  - iv.** The consignee at the destination station in case of contracts stipulated for delivery stores at destination station.
- 3** Words in the singular include the plural and vice-versa.
- 4** Words denoting the masculine gender shall be taken to include the feminine gender and work persons, shall include any company or association or body of individuals, whether incorporated or not.
- 5** Terms and expressions not herein defined shall have the meanings assigned to them in the India Sale of Goods Act 1930 or the Indian Contract, 1872 or the General Clauses Act 1897 and as amended in respect of all the Acts as the case may be.
- 6** (a) Parties :The Parties to the contract are the supplier and the purchaser named in the schedule or any other specifically mentioned in the contract.
- (b) Address to which communications are to be sent for all purposes of the contract, including arbitration there under, the address of the supplier mentioned in the tender shall be the address to which all communications addressed to the supplier shall be sent, unless the supplier has notified a change by a change by a separate letter containing no other communication and sent by registered post acknowledgement due to the head of the office placing the supply order. The supplier shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid. Any communication or notice on behalf of the purchaser in relation to the contract may be issued to the supplier by Purchase Executive and all such communications and notices may be served on the supplier either by registered post or under certificate of posting or by ordinary post or by hand delivery at the option of such executive.
- 7**
- i.** The price quoted shall be either FOR place or Railway station of dispatch, FOR destination. Delivery free to the consignee, FOB or CIF as specified in the invitation to the tender. All offers from countries other than Purchaser's country shall quote on FOB and CIF basis.
  - ii.** In all cases the prices quoted must be net per unit shown in the enquiry and must include all packing and delivery where applicable. Refunds on account of returnable packages (if any) are to be separately specified. The price should show separately the Foreign Exchange element and the Rupee element for stores to be imported. Sales Tax shall be shown separately and

whether it is State Sales Tax or Central Sales Tax. If no mention is made about Sales Tax, it will be assumed to be included in the price quoted.

The prices should be included of Excise, or excise duty should be separately mentioned. In case where price is quoted inclusive of excise duty, the rate of quantum of the same should be separately indicated. In case of contracts providing for free delivery to the consignee, octroi charges shall be included where leviable.

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

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

v. The prices quoted must be firm and the offers made must remain open for at least Six months from the date of submitting quotations unless otherwise specified.

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

vii. Tender must clearly specify their recommended spare parts that will be supplied along with the main unit and item wise prices of the spares parts, also what are fast moving, medium moving, slow moving and insurance spares and the period 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 there from in their tender.

ix. Typed quotations should be submitted. Those containing erasures and over-writings are liable to be rejected. Any corrections made in the tenders must be initialed by the tenderers, failing which their tenders will not be considered.

x. Insurance arrangement will be made as per instructions being issued from time to time by the Materials Management Division of Coal India Limited and / or its subsidiary companies.

8 i. Samples of each item, if considered necessary, should be submitted simultaneously by the contractor for inspection by Inspector / Inspectors unless the articles under tender are of considerable bulk in which case separate arrangement will be made for inspection of the articles offered while considering the quotation.

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

iii. All samples must be clearly labeled with the tenderer's name, this offer enquiry number and the last date of opening of tender.

9 a) **Subletting and Assignment** : The supplier shall not save with the previous consent in writing of the purchaser, sublet, transfer, assign the contract or any part thereof or interest therein or benefit or advantage thereof in a manner whatsoever. Provided nevertheless that any such consent shall not relieve the supplier from any obligation, duty or responsibility under the contract.

**b) Change in a Firm :**

i. Where the supplier is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the purchaser (which may be granted only as an exception) of a written undertaking by the new

partner to perform the contract and accept as liabilities incurred by the firm under the contract prior to the date of such undertaking.

- ii. On the death or retirement of any partner of the supplier firm before complete performance of the contract the purchaser may at his option cancel the contract in such case the supplier shall have no claim whatsoever for compensation against the purchase.
- iii. If the contract is not determined as provided in the sub-clause 1.ii above notwithstanding the retirement of a partner from the firm, he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act has been sent by him to the purchaser by registered post acknowledgement due.

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

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

**11 Use of raw materials secured with Government assistance :**

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

- I. Shall hold such material as trustee of Coal India Limited and / or its subsidiary companies.
- II. Shall use such material economically and solely for the purpose of the contract.
- III. Shall not dispose of the same without the previous permission in writing of the purchaser; and
- IV. Shall tender due account of such material and return to the purchaser at such place as the purchaser may direct all surplus or unserviceable material that may be left after the completion of the contract or its termination for any reason whatsoever. On returning such material, the supplier shall be entitled to such price thereof as the purchaser may fix having regarding the condition of such material.

**b.** Where the contract is terminated due to any default on the part of the supplier, the supplier shall pay all transport charges incurred for returning any material up to such destination as may be determined by CIL and / or its subsidiary companies whose decision shall be final.

**c.** If the supplier commits breach of any of the conditions in this clause specified, he shall, without prejudice to any other liability, penal or otherwise, be liable to account to CIL and or its subsidiary companies all money, advantages of profits accruing from or which in the usual course would have accrued to him by reasons of such breach.

- d. Where the stores manufactured or fabricated by the supplier out of the materials arranged or procured by or on behalf of Coal India Limited and / or its subsidiary companies are rejected the supplier shall, without prejudice to any other right or remedy of the Government, pay to the Government on demand the cost price or market value of all such materials whichever is greater.
- 12 The tenderers in case of imported items, shall clearly mention in the question that in the event of the supply order being placed with them, they shall arrange for supply within a reasonable period of all necessary maintenance tools and spares parts that may be required from time to time during the normal life of the machines, on a continuous basis and at a price not in excess of the landed cost at their premises plus a stated percentage differential (such a differential should be indicated) and proper servicing of the main unit supplied by them as and when required. In case there is a Rate Contract with the DGS&D supply be made at the RC rates.
- 13 For orders placed directly on overseas suppliers, the tenderers should separately indicate whether their prices quoted include any commission for the manufacturer's agents in India and the amount of remuneration for the agent included in the quoted price. The Price shall include:
- The service that will be rendered by them as manufacturer's agent
  - The name and address of agents, if any, in India, and
  - The agency commission or remuneration or freight in case FOR prices are accepted will be paid in Rupees in India
- 14 On acceptance of the tender, a formal acceptance of tender or supply order will invariably be issued. Advance intimation in writing of acceptance of the tender will be given whenever considered necessary by the said authority. In case 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.
- 15 **Inspection and Rejection** : Generally the stores shall be of the best quality and workmanship and comply with the contract or supply order in all respect. The stores supplied shall be in accordance with specification unless any deviation is authorised and specified and specified in the contract or supply order or any amendment thereof.
- a) Facilities for Test and Examination** : The supplier shall, at his own expenses, afford to the Inspector all responsible facilities and such accommodation as may be necessary for satisfying it, that the stores are being and/or have been manufactured in accordance with particulars. The Inspector shall have full and free access at any time during the execution of the contract to the suppliers work for the purpose aforesaid, and he may require the supplier.
- b) Cost of Test** : The supplier shall provide without any extra charge, all materials, tools, labour and assistance of every kind which the inspector may demand from him for any test, and examination, other than special or independent test, which he shall require to be made on the supplier's premises and the supplier shall bear and pay all costs attendant thereon. If the supplier fails to comply with the conditions aforesaid, the Inspector shall in consultation with the purchaser, be entitled to remove for test and examination all or any of the stores manufactured by the supplier to any premises other than his (suppliers) and in all such cases the supplier bear the cost of transport and/or carrying out such tests elsewhere. A certificate in writing of the Inspector that the supplier has failed to provide the facilities and the means, for test and examination shall be final.

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

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

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

**f) Stores Expended in Test :** Unless otherwise provided for in the contract, all stores/materials expended in test will be to suppliers account.

**g) Inspector – Final Authority and to Certify Performance**

**i. The Inspector shall have the power :** Before any stores or part thereof are submitted for inspection to certify that they can not be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacturer.

**ii.** To reject any stores submitted as not being in accordance with the particulars.

**iii.** To reject the whole of the installment tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he satisfied that the same is unsatisfactory; and

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

**(h) Consequence of Rejection :** If on the stores being rejected by the Inspector or consignee at the destination, the supplier fails to make satisfactory supplies within the stipulated period of delivery, the purchaser shall be at liberty to “

**i.** Allow the supplier to resubmit the stores, in replacement of those rejected, within a specified time, the suppliers bearing the cost of freight, if any, on such replacement without being entitled to any extra payment on the account; or

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

**iii.** Cancel the contract and purchase or authorise the purchase of the stores or others of a similar description (when stores exactly complying with particulars are not in the opinion of the purchaser, which shall be final readily available) at the risk and cost of the supplier. In the event of action being taken under sub-clause (ii) above or this sub-clause in the provisions of clause 20 shall apply as far as applicable.

**(i) Inspector's Decision as to Rejection Final :** The Inspector's decision as regards the rejection shall be final and binding on the supplier.

**(j)** Where under a contract, the price payable is fixed on FOR station of dispatch basis, the supplier shall, if the stores are rejected at destination by the

consignee, be liable in addition to other liabilities to reimburse to the purchaser the freight paid by the purchaser.

**(k) Notification of Result of Inspection :** Unless otherwise provided in the specification or schedule, the examination of the stores will be made as soon as practicable after the same have been submitted for inspection and the result of the examination shall be notified to the supplier.

**(l) Marking of Stores :** The supplier shall if so required, at his own expense mark or permit the Inspector to mark all the approved stores with a recognized Government or purchaser's mark. The stores which can not be so marked shall, if so required by the Inspector, be packed in suitable package or cases each of which shall be sealed and marked with such mark.

**(m) Removal of Rejection**

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

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

**16 Packing and Transport**

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

**(b)** The successful tenderer is responsible for obtaining a clear receipt from the transport authorities specifying the goods dispatched. 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.

- 17 **Delivery** : The time for and the date of delivery of the stores stipulated in the 'Purchase Order' shall be deemed to be the essence of the contract and delivery of the stores must be completed by the date specified.
- 18 If the execution of the contract / supply order is delayed beyond the period stipulated in the contract / supply order as a result of outbreak of hostilities, declaration of any embargo or blockage, or fire, flood, acts of nature or any other contingency beyond the suppliers' control due to act of God then CIL or its subsidiary Companies may allow such additional time by extending the delivery period, as it considers to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by the CIL and its subsidiary companies, the contract / supply order shall be read and understood as if it had contained from its inception the delivery date as extended.
- 19 The supplier shall allow reasonable facilities and free access to his works and records to the Inspector, Progress Officer or such other Officer nominated for the purpose. Inspector of stores, i.e supplies made by the successful tenderer against the supply order mentioned at (15) above, shall be carried out by the Inspector / Consignee at the Colliery site/ stores or by the Inspecting Wing (inclusive of all its branch officer) of the DGS&D, New Delhi or any other agency as may be specified in the supply order. Where necessary, inspection may be carried out at the supplier's premises.
- 20 Coal India Ltd and / or its subsidiary companies do not bind itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity offered and the tenderer shall supply the same at the rate quoted.
- 21 The supplier shall at all times indemnify CIL and its subsidiary companies against all claims which may be made in respect of the supplies for infringement of any right protected by patent, Registration of Design, or Trade Mark, provided that in the event of any claim in respect of alleged breach of Letter Patent, Registered Design, or Trade Mark being made against CIL and / or its subsidiary companies, the said authority shall notify the supplier of the same and the supplier shall be at liberty at his own expense to settle any dispute or to conduct any litigation that may rise there from
- 22 **Carrying vessels for Imported Items** : In case of machinery imported from abroad, it is preferable that shipment should be effected in Indian Vessels, wherever possible. Supplies will however not be delayed on this account .
- 23 **Freight** : The stores shall be dispatched at Public tariff rates in the case of FOR station of dispatch contract and the stores shall be booked at full wagon rates whenever available and by the most economical route or by the most economical tariff available at the time of dispatch as the case may be. Failure to do so will render the supplier liable for any avoidable expenditure caused to the purchaser. Where alternative routes exist, CIL and or its subsidiary companies shall, if called upon also to do indicate the most economical route available or name the authority whose advice in the matter should be taken and acted upon. If any advice of any such authority is sought his decision or advice in the matter shall be final and binding on the supplier.
- 24 **Passing of Property** : Property in the stores shall not pass to the purchaser unless and until the stores have been delivered to the consignee or interim consignee as the case may be in terms of the contract.

**25 Laws Governing the Contract.**

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

(b) Irrespective of the place of delivery, the place of performance 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.

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

**26 Corrupt Practices :**

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

**27 Insolvency and Breach of Contract**

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

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

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

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

**28      Progress Report**

**a)** The supplier shall from time to time render such reports concerning the progress of the contract and or supply of the stores in such form as may be required.

**b)** The submission, receipt and acceptance of such reports shall not prejudice the right of the purchaser under the contract, nor shall operate an estoppel against the purchaser merely by reason of the fact that he has not taken notice of or objected to any information contained in such report.

**29**      All disputes arising out of this contract shall be under the jurisdiction of Bilaspur Court only and as per the "Law of the Land".

Hq.....

Materials    Manager,    SECL