

 Coal India	<p>(UNDER JURISDICTION OF BILASPUR COURT ONLY)</p> <p>South Eastern Coalfields Limited</p> <p>(A MINIRATNA COMPANY) (A GOVT. OF INDIA UNDERTAKING)</p> <p>Seepat Road, Post Box No. 60, Bilaspur (Chattisgarh) 495 006</p> <p>OFFICE OF THE GENERAL MANAGER (MM)</p> <p>Phone No. 07752-246321 Fax No. 07752-246471 -</p>
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NOTICE INVITING TENDER(GLOBAL)

Through E-tendering Process Only

REF NO. SECL/BSP/MMW/ SEC-I/AH/G/185

DT 06.01.12

I	The offers are invited for the PROCUREMENT OF SPARES OF KOMATSU HD 785-7 DUMPER as per the scope of supply / technical specification, General terms and conditions etc. attached at Annexures and also terms & conditions given below :	
II	DETAILS OF TENDER :	
	a) MODE OF TENDER	ON LINE BIDDING SYSTEM Pl. visit website www.itietendering.com/CIL
	b) TYPE OF TENDER	TWO BID / SINGLE BID
	c) ESTIMATED VALUE OF TENDER- INR	Rs. 6.10 Lakhs (approx.)
	d) DUE DATE & TIME OF SUBMISSION OF REQUIRED DOCUMENTS OFFLINE AT SECL, BILASPUR	UPTO 3.30 PM IST OF 28.03.12
	e) DUE DATE & TIME OF ON LINE BIDDING BY BIDDERS	UPTO 3.30 PM IST OF 28.03.12
	f) DUE DATE & TIME OF OPENING OFF-LINE REQUIRED DOCUMENTS	AT 4.00 PM IST OF 28.03.12
	g) DUE DATE & TIME OF OPENING OF PART-I OFFER ON-LINE, i.e. TECHNO – COMMERCIAL BID	AT 11.00 AM IST OF 29.03.12
	h) TENDER FEE INR	Rs. 1000.00
	i) EARNEST MONEY DEPOSIT INR	Rs. 12,200.00
	j) DUE DATE AND TIME OF OPENING OF PRICE BID	WILL BE COMMUNICATED TO THE TECHNO- COMMERCIAL ACCEPTABLE BIDDERS SEPARATELY.
	k) INTEGRITY PACT :	NOT APPLICABLE
	l) Name and address of the Independent External Monitors 1. Mrs. Nirmala Buch, IAS(Retd), E-4/17, Arera Colony, Bhopal(MP)-462016. 2. Shri Yogesh Chandra, IES(Retd), A-316, Shripra Krishna Vista, Plot No.14, Ahimsa Khand-1, Indira Puram, Ghaziabad-201014	
	NOTE: The bidders who have not submitted the required tender fee/exemption documents for tender fee off line as mentioned under clause III G(i) will not be considered for opening of their online 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. It is essential for the bidder to respond to all terms and condition	

	indicated in the tender available for on line bidding and bidders who do not comply all the terms and condition ,their price bid may not be considered for opening.
III	INSTRUCTIONS TO BIDDERS : The requirements for submission of the Bids On-line are indicated in the Annexure-B 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 DUE DATE and TIME of submission stipulated above.
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	i)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%. ii)In case of due date of tender opening falling on a holiday, the tender shall be opened on next working day.
G	<p>METHODOLOGY OF SUBMISSION OF TENDER :</p> <p>The bidders must submit their offer i.e. PART - I and PART - II through ON LINE bidding <u>up to</u> the scheduled time and date.</p> <p>The PART - I will contain all Techno-Commercial terms and conditions except PRICE.</p> <p>PART-II : will contain only PRICE BID.</p> <p>In addition to the ON-LINE submission of the offer, the following documents as indicated below must be submitted OFF-LINE 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 & date and time & date of opening of tender, on or before the due date and time of submission of Required Documents (For Online Bidding) as indicated above:</p> <ul style="list-style-type: none"> (i) Tender fee or exemption certificate duly self attested. (ii) EMD or exemption certificate duly self attested. (iii) Integrity Pact duly signed and stamped indicating the name and designation / capacity of the signatory. (iv) Proof of Manufacturer duly self attested and notarized (if applicable) (v) Authorization of principal manufacturer to quote against the referred tender.(If Applicable) (vi) Document substantiating the manufacturing status of principal is to be submitted duly notarized (applicable for authorized agent) (vii) Copy of exemption certificate towards Sales Tax duly self attested, if

	<p>applicable.</p> <p>(viii) Copy of exemption certificate towards Excise Duty duly self attested, If applicable</p> <p>(ix) 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.</p> <p>(x) Copy of complete set of DGS&D registration certificate self attested and Notarized as per NIT clause no. 15, if applicable.</p> <p>(xi) Copies of supply orders and proof of supply like copy of dispatch challan , Invoice copy etc for tendered items duly self attested, as listed in the past supply details of techno-commercial bid submitted on-line.</p> <p>(xii) Authorisation letter by foreign principal in case of Indian agent / distributor is participating in this tender.</p> <p>(xiii) 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)</p> <p>(xiv) Certificate for Indigenous content(If applicable) (Clause27)</p> <p>(xv) Fitment guarantee Certificate, as per clause no.17 of NIT(If applicable).</p> <p>(xvi) Non Banned or delisted supplier declaration , as per clause 29 of NIT.</p> <p>(xvii) Notarized copy of valid DGMS approval(If applicable).</p> <p>(xviii) Other documents required as per NIT / to be submitted by the bidder, if any.</p> <p>(xix) All the documents , as per Eligibility Criteria / technical specification of NIT .</p> <p>(xx) List of Documents submitted by the bidder must be enclosed on the letter head of the bidder, giving the reference of the tender no. & date and due date of opening.</p> <p>(xxi) Copy of agency agreement and commission payable in case of Indian agent involvement in the tender.,if applicable (Clause22)</p>
H	<p>TENDER FEE : 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>Government (State / Central) / Public sector Undertakings are exempted from paying tender fee . Ancillary units of SECL/NSIC registered firms are also exempted from paying tender fee for the tendered items .</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 Off line and on line also through scanning. For the NSIC registered parties duly notarised and self authenticated copy of valid NSIC Registration certificate with all relevant enclosures clearly indicating the list of items registered for, shall be submitted with off line documents and the same shall be uploaded with on line bids.</p>
I	<p>Offers which do not make tender requirement either technically or commercially are liable for rejection. Clarification may not be sought from tenderers after the tenders (Part I) are opened.</p>

IV COMMERCIAL TERMS AND CONDITIONS : Bidders are requested to read carefully following terms and conditions. It is essential for the bidder to un-conditionally accept all the terms and conditions indicated below :

<p>1</p>	<p>INTEGRITY PACT (If applicable) : SECL HAS SIGNED M.O.U WITH M/S. TRANSPARENCY INTERNATIONAL INDIA FOR IMPLEMENTATION OF INTEGRITY PACT FOR PURCHASE OF <u>TENDERS VALUED AT RS. 2.00 CRORES AND ABOVE.</u> THE INTEGRITY PACT DOCUMENT TO BE SIGNED BY THE BIDDERS IS ENCLOSED. THIS INTEGRITY PACT IS DEEMED TO HAVE BEEN SIGNED BY SECL AUTHORITIES AND A COPY MAY BE DOWNLOADED BY THE TENDERER FOR THEIR RECORD. SUBMISSION OF INTEGRITY PACT DOCUMENT DULY SIGNED, STAMPED AND ACCEPTED IS MANDATORY FOR THIS TENDER. THEREFORE, THE TENDERERS ARE ADVISED TO SUBMIT THE INTEGRITY PACT DOCUMENT DULY SIGNED, STAMPED AND ACCEPTED MENTIONING THE TENDER NO.AND DATE.</p> <p>IN CASE THIS IS NOT SUBMITTED ALONGWITH THE TENDER, THE TENDER MAY BE CONSIDERED AS UNRESPONSIVE AND MAY NOT BE CONSIDERED FURTHER FOR EVALUATION.</p>
<p>2</p>	<p>PRICE : Price Bid shall be submitted through Enterprise Procurement System (EPS) through Internet. For the bidders from India, price quoted should be on FOR DESTINATION basis, for delivery up to any Regional/ Central Stores of SECL. The prices should be quoted in the specified format available on-line. The price bids of techno-commercially qualified tenderers shall only be considered for evaluation. Safe arrival of materials up to destination shall be the responsibility of the supplier.</p> <p>The Bidders from overseas countries shall quote the prices on FOB port of shipment basis in any freely convertible currency. The details in PART – I must indicate the name & address of your agents in India. It should also confirm that the commission payable to them has been indicated in PART-II (Price Bid). In case, the bidders (from overseas countries) do not have any Indian Agents, it should be clearly mentioned in CERTIFICATE TO BE ENCLOSED AS PER CLAUSE (22) OF NIT=</p> <p>Note::Price should not be disclosed in any manner in off line documents .offer of such bidders shall not be considered for opening on-line bids. And their offer shall be rejected.</p>
<p>3</p>	<p>TAXES AND DUTIES :</p> <p>1. Excise Duty, 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 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</p>

Bank Charges.

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.

CENVAT CREDIT:

- a) Central Excise Registration No. of the consignor has to be incorporated in the Tax invoice raised by the supplier.
- b) The invoice of the supplier shall be marked as "Duplicate for Transporter" for availing the above credit.
- c) Cenvat credit as per provisions of Excise shall be considered while arriving at Landed cost vis-à-vis ranking of the firms.

- 2. **Sales Tax/VAT** : 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.
- 3. **Entry tax**: 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.
- 4. **Octroi duty/other Charges**: 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.

(1) EVALUATION OF FOB PRICE:

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1 (a). The loading of Freight and Insurance charges to arrive the CIF prices shall be as under:

PORT OF DELIVERY AT :	FREIGHT (%)
USA, CANADA & JAPAN SECTORS	12% OF FOB VALUE
ALL OTHER COUNTRIES	10% OF FOB VALUE.

(b)The CIF price will be multiplied by the Exchange Rate between Indian Rupee and the quoted Foreign Currency, prevailing on the date of opening of PRICE BID. **The applicable rate shall be "BC Selling Rate" of State bank of India. Otherwise the rate as available from National News Papers will be taken.**

(c) Custom Duty, Countervailing Duty and any other duty as applicable on assessable value (CIF plus lading charges etc.) will then be added on the CIF price, thus converted into Indian currency.

(d) On this net price, 2% of FOB shall be added as Port Clearance and forwarding charges and 3% of FOB as estimated average inland freight up to destination, to arrive at the TOTAL LANDED PRICE.

(2) Evaluation of Prices Quoted in INR: In case if a bidder does not specify the basis of prices quoted , in the Price Format given above or quotes on ex-works or FOR Despatching station basis, the prices shall be loaded in the following manner:

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

	<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>	
	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%
	<p>The prices quoted shall be compared on total price basis including all taxes duties, duties, packing & forwarding charges, freight, insurance, octroi duty/entry tax etc., payable in each case, as applicable on the date of opening of price bid. "Entry Tax" (whichever applicable) at the rate indicated in the directives issued by Government of Chhatisgarh/ Madhya Pradesh shall be loaded on the quoted price of the bidder for arriving at inter-se position of the participating bidders".</p>	
5.	<p>VALIDITY OF OFFER : The offers made must remain open for acceptance for 180 days from the date of opening of tender.</p>	
6.	<p>FIRM PRICES: The prices quoted must be FIRM.</p>	
7	<p>PAYMENT TERMS : <u>7.1 : FOR EQUIPMENTS AND P&M ITEMS:</u></p> <p>7.1.1: The Bidders from India shall confirm their acceptance of the following Payment Terms:</p> <ul style="list-style-type: none"> i) 80% value of the equipment and accessories and 100% taxes and duties and other charges shall be made after receipt and acceptance of material at site by the consignee within 21 days. ii) Balance 20% payment shall be made after successful completion of erection, testing, commissioning and final acceptance of the equipment (along with the accessories) upon presentation of certificates from the Project Officer/CGM(Excv)/GM(E&M) to the effect that the equipment has been erected and commissioned to their entire satisfaction. However, if the equipment is not put to use by the project within 60 days from the date of receipt and acceptance at consignee's end, the balance 20% shall be released. <p>7.1.2: The Bidders from overseas countries shall confirm their acceptance to the following payment terms:-</p> <p>"80% payment of the FOB Value will be made against submission of shipping document and required performance Bank Guarantee through unconfirmed, irrevocable letter of credit. Balance 20% will also be paid through unconfirmed irrevocable, letter of credit against submission of successful commissioning report duly countersigned by HOD of technical deptt. of SECL."</p> <p>All bank charges incidental to opening of letter of credit in purchaser's country shall be borne by SECL and all charges in the seller's country shall be borne by the beneficiary.</p> <p>PLEASE NOTE THAT THESE PAYMENTS SHALL BE MADE THROUGH AN IRREVOCABLE LETTER OF CREDIT. THE LETTER OF CREDIT SHALL NOT BE CONFIRMED. IN CASE</p>	

	<p>THE BIDDER INSISTS FOR CONFIRMATION OF THE LETTER OF CREDIT, THE COST OF CONFIRMATION SHALL BE BORNE BY THE BIDDER.</p> <p>Payment for agency commission, if any, involved, may be considered in case of necessity, subject to compliance of the Government of India guidelines issued from time to time. The name of the Indian Agent with their full address and the quantum of Agency commission if any, payable shall have to be mentioned in the offer. Agency commission, if any, shall be paid in equivalent Indian rupees within twenty one days of submission of bills along with following documents</p> <p>(A) Copy of foreign principal's invoice. (B) Copy of bill of lading. (C) Certificate from State Bank of India regarding BC selling exchange rate ruling on the date of bill of lading. (D) Commissioning certificate duly signed by the concerned project authority.</p> <p>The agency commission shall be paid after successful commissioning of the equipment supplied.</p> <p>7.2: FOR ALL OTHER ITEMS:</p> <p>7.2.1 The Bidders from India shall confirm their acceptance of the following Payment Terms: " 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.</p> <p>7.2.2 The Bidders from overseas countries shall confirm their acceptance to the following payment terms:- <u>"100% of the FOB value shall be made to the bidders in overseas countries through an unconfirmed Letter of Credit."</u></p> <p>All bank charges incidental to opening of letter of credit in purchaser's country shall be borne by SECL and all charges in the seller's country shall be borne by the beneficiary. PLEASE NOTE THAT THESE PAYMENTS SHALL BE MADE THROUGH AN IRREVOCABLE LETTER OF CREDIT. THE LETTER OF CREDIT SHALL NOT BE CONFIRMED. IN CASE THE BIDDER INSISTS FOR CONFIRMATION OF THE LETTER OF CREDIT, THE COST OF CONFIRMATION SHALL BE BORNE BY THE BIDDER.</p> <p>Payment for agency commission, if any, involved, may be considered in case of necessity, subject to compliance of the Government of India guidelines issued from time to time. The name of the Indian Agent with their full address and the quantum of Agency commission if any, payable shall have to be mentioned in the offer. Agency commission, if any, shall be paid in equivalent Indian rupees (as on date of Bill of Lading) within twenty one days of submission of bills along with following documents</p> <p>(A) Copy of foreign principal's invoice. (B) Copy of bill of lading. I Certificate from State Bank of India regarding BC selling exchange rate ruling on the date of bill of lading.</p> <p><u>NO OTHER PAYMENT TERMS WILL BE ACCEPTED.</u></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>
8	<p>SPECIFIC DELIVERY REQUIREMENT--:</p> <p>(I) The bidder is required to supply AS PER DELIVERY SCHEDULE MENTIONED IN APPENDIX "A"</p> <p>(II) The date of receipt of materials at our stores shall be treated as the date of delivery. THE DELIVERY SHALL BE RECOGNED FROM THE 10TH DAY OF placement of SUPPLY ORDER</p> <p>(III) Normally extension of delivery period will not be granted. However, in case extension of delivery period becomes essential, the supplier will send their request</p>

	<p>for extension of delivery period to the purchaser before expiry of delivery period. In the event of failure to supply the ordered material within the stipulated delivery schedule, the successful tenderers must obtain extension of delivery period, with or without liquidated damage, before dispatch/supply of the ordered goods. Supplies made without obtaining extension of delivery period shall be liable for non acceptance at the stores. Please note that the offers not complying to the above delivery requirement may not be considered.</p> <p>IV)Note: The bidder should be in a position to supply at least 50% of the total quantity for which the tender has been issued, within the specified delivery schedule. offers from bidders who fails to comply with the above qualification criteria, may be considered unresponsive.</p>
9	<p>LIQUIDATED DAMAGES CLAUSE & PENALTY FOR BREACH OF CONTRCAT : The bidders will confirm their acceptance of the following : 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> <ul style="list-style-type: none"> a) To recover from the successful bidder as agreed liquidated damages, a sum not less than 0.5%(Half Percent) of the price of any stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (TEN Percent). b) To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk and expenses of the defaulting supplier and also/or c) To purchase elsewhere after notice to the successful tenderer on the account and at the risk of the defaulting supplier, the equipment/stores not supplied or others of similar description without cancelling the supply order in respect of the consignment not yet due for supply/or d) To extend the period of delivery with or without liquidated damages as may be considered fit and proper. The liquidated damages if imposed, shall not be more than the agreed liquidated damages referred to in CLAUSE 9 (a) above except in case of force majeure condition e) Whenever under this contract any sum of money is recoverable from and payable by the supplier, South Eastern Coalfields Ltd., shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum or which at any time thereafter may become due to the successful tenderer in this or any other contract, should this sum be not sufficient to recover the full amount recoverable, the successful tenderer shall pay. South Eastern Coalfields Ltd, the balance amount on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase. f) To forfeit the security deposit fully or in part.
10	<p>FORCE MAJEURE CLAUSE :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</p>

	<p>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>
11	<p>PRICE FALL CLAUSE – If successful Tenderer, at any time during the tenure of the SECL contract, supplies materials of identical description in India, to any customer including CIL(or its subsidiary Cos.) at a price lower than the price stipulated in the SECL contract, the successful Tenderer shall forthwith notify to SECL such reduction in sale price of materials and SECL shall amend its contract price to the lower price. In the event of non-intimation by the seller to this effect, suitable penal action may be considered against them.</p> <p>The lower price shall apply when the period of execution of supply is concurrent and will be applicable for the supplies made during the concurrent period of two contracts.</p>
12	<p>COMPOSITE GUARANTEE / WARRANTY – The supply shall be covered by the maker’s standard guarantee as follows: The supplier shall warrant that the items supplied under the contract / supply order</p> <ol style="list-style-type: none"> 1. Is new, unused and of current design not likely to be discontinued or become obsolete till the life of the offered equipment. 2. Is in accordance with the contract specifications. 3. Shall have no defects arising out of design, materials or workmanship. <p>The supplier shall guarantee for the satisfactory performance of the stores / items for a period of 12 months from the date of commissioning or 18 months from the date of dispatch , whichever is earlier.. In the event of any defects in materials, design and workmanship during the aforesaid period is found due to faulty design or poor workmanship, the defective part or parts will be replaced by the supplier at site free of cost within 30 days of settlement of warranty claims. The bidder will be required to stock spare parts to take care of warranty failures.</p> <p>The guarantee/composite warranty shall be submitted along with the bill. The warranty shall cover for the total equipment 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 equipment. You will also replace the defective parts, if any, during the warranty period free of cost. The responsibility to collect the defective / rejected material will lie with the supplier and the cost for such collection will have to be borne by the supplier.</p> <p>The bidder will be required to stock spare parts to take care of warranty failures. Spares should be available within 2 weeks of the breakdown being intimated to them. The guarantee/composite warranty shall be submitted along with the bill.</p>
13	<p>EARNEST MONEY DEPOSIT: 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</p>

	<p>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>Tenders not submitted along with requisite EMD and are not eligible for exemption will be considered as unresponsive and will not be considered further.</p> <p>For successful bidders, the EMD shall be refunded after receipt of acceptance of the order along with the Security Deposit from the bidder.</p> <p>The foreign Remittances directly in the A/c of South Eastern Coalfields Limited, Bank Account No.423801010029156, Union Bank Of India, Raunak Bhawan, Gandhi Chowk, Bilaspur-495001 (Chattisgarh State) having the SWIFT facility bearing SWIFT Code – UBININBBRAI, are also acceptable towards Earnest Money Deposit subject to submission of documentary evidence for such Foreign Remittances along with the offer i.e. the PART-I of the Bid</p> <p>Tenders submitted without EMD (Except for the firms which are specifically exempted from EMD in the tender documents) are liable for rejection without any further correspondence.</p>
14	<p>SECURITY DEPOSIT: The successful tenderers will be required to deposit as security money 10% of the value of the contract (including Taxes, duties, and other charges to the FOR Destination prices in case of orders in INR and in case of import order by adding the estimated amount of freight ,Insurance,Port Insurance and custom duty etc. as applicable.) 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. For successful tenderers, the Security Money shall be refunded within 30 days of satisfactory execution of contract. For unsatisfactory execution of contract and / or failure of execution of contract, the security money shall be forfeited. The Bank Guarantee should be submitted on Rs.250/- non-judicial stamp paper as per the enclosed format at enclosed Annexure-C</p> <p>For orders with Performance Bank Guarantee Clause, the Security Deposit shall be refunded after successful completion of the supply/commissioning (wherever applicable) and against receipt of the acceptable performance Bank Guarantee.</p>
15	<p>EXEMPTION FROM EMD/SECURITY DEPOSIT: Submission of EMD and Security Deposit is exempted in case of the following firms :</p> <ol style="list-style-type: none"> 1. Any Central / State Government Organization / PSU shall be exempted towards submission of EMD/Security Deposit. 2. Firms registered with NSIC / DGS&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&D / NSIC Registration submitted by the bidders should be duly attested by Notary Public. <p>NOTE : 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>

16	<p>PERFORMANCE BANK GUARANTEE: The successful tenderer shall furnish a Performance Guarantee equivalent to 10% of the total value of the supply order / contract (by adding Excise Duty and Sales Tax etc to the FOR destination price of the equipment ordered, in case of suppliers from purchaser's country and the estimated Marine Freight & Insurance, port charges and Customs Duty etc., in case of imported items). The performance guarantee shall be submitted in the form of a Bank Guarantee issued by a scheduled bank in the format attached as Appendix-C (on a non judicial stamp paper of value Rs.250.00 only) . This Bank Guarantee shall be initially valid for a period of 18 months from the date of dispatch of the equipment and the same shall either be released or extended depending upon the merit of the case. This Performance Guarantee shall be for the performance of the Contract / Supply Order.</p>
17	<p>FITMENT GUARANTEE CERTIFICATE (FOR THE SPARES AND SUBASSEMBLIES ONLY): A Fitment Guarantee Certificate should be submitted to the effect that the offered items shall fit and function in the equipment, on which they are intended to be used, without any modification or alteration.</p>
18	<p>INSPECTION AND TESTS :</p> <ol style="list-style-type: none"> 1. The purchaser or its authorized representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. 2. The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes. 3. 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. 4. Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods or make all alternatives necessary to meet specification requirements free of cost to the Purchaser. 5. 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. 6. 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. 7. Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract. <p>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>
19	<p>PAST SUPPLY DETAILS : 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 mining industries/ other Industries as per eligibility criteria along with other documents to be submitted off-line. Failure to submit the documents shall render a tender liable for rejection.</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>
20	<p>PURCHASE PREFERENCE TO PUBLIC SECTOR ENTERPRISES AND ANCILLARY UNIT TO SECL:</p> <ol style="list-style-type: none"> 1. The Purchase Preference to Public Sector Units will be applicable as per BPE / GOVT.

	<p>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>
21	<p>Imported items offered by Indian Bidder: In case the required items are imported by an Indian Agent / distributor and offered to SECL in Indian Rupees, the Indian Agent / distributor shall have to submit the following documents with each supply:</p> <p>(i) Their foreign principal's invoice or packing list – original as well as certified photocopy.</p> <p>(ii) Certified photocopy of Bill of Lading.</p> <p>(iii) Bill of Entry – Original as well as certified photocopy.</p> <p>The originals mentioned above shall be returned back to the successful tenderer after verification and endorsement. This clause is applicable for Indian agent/distributor only</p>
22	<p>Imported Items offered in Foreign Currency involving Indian Agents: Foreign principals involving Indian agents should submit the following documents :</p> <ul style="list-style-type: none"> Foreign Principal's proforma invoice or any other authentic documents indicating the commission payable to the Indian Agent, nature of after sales service to be rendered by the Indian Agent and the precise relationship between the principal and agent and their mutual interest may be indicated. Copy of the agency agreement, if any, with the foreign principal stating the precise relationship between them and their mutual interest in the business. <p>In case the items to be ordered fall under the restricted list of current export import policy of Govt. of India, the enlistment of the Indian Agent with Director General of Supplies & Disposal, New Delhi under compulsory Registration Scheme of Ministry of Finance should be provided.</p>
23	<p>Auditors' certificate for Imported Items: In case of imported stores other than direct import by Coal India Limited/Subsidiaries Companies the bidder shall have to confirm in their techno-commercial bid that the following certificate will be submitted with each supply:</p> <p>A certificate from the Auditor of the bidder/supplier certifying that the custom duty has been paid as per prevailing Custom Rates and refund, if any, shall be passed on to the buyer.</p>
24	<p>DEEMED EXPORT: 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>
25	<p>CONSIGNEE PARTICULARS: : As per APPENDIX "A"</p>
26	<p>SUBMISSION OF CERTIFICATES ETC. : The self attested copies of documents like valid DGS&D/DGMS/NSIC Registration certificate and any other documents issued by independent statutory bodies of Govt. of India etc. shall be necessary attested by the Notary Public and duly stamped.</p>
27	<p>CERTIFICATE FOR INDIGENOUS CONTENT (IF APPLICABLE): A domestic manufacturer shall be considered as an indigenous manufacturer, if the equipment manufactured and offered by them against tender has indigenous material content cost plus labour content cost in excess of 30% of ex-works value of the equipment including all taxes and duties. This is to be certified by the auditor of the manufacturer giving reference of the specific tender against which the certificate is being submitted..</p>
28	<p>SUBMISSION OF BG: The original Bank Guarantee should be sent to the beneficiary directly by the issuing Bank under Registered Post(A.D.).</p>

	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.
29	BANNED OR DELISTED SUPPLIERS: The bidders would 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. If this confirmation is not given/uploaded , the bid will be rejected as non-responsive.
30	MSM Enterprise: As per provision of Micro, Small and Medium Enterprises Development Act, 2006, The vendors should confirm their Registration Number along with the name of their Registering Authority. They should also attach a duly self certified copy(certified by the Chief Executive of the Enterprise) of the valid registration certificate with each invoice against each dispatch of all purchase orders.
31	SUB-CONTRACT : Sub-Contract will not be allowed in part or in whole under any circumstances.
32	RIGHT OF ACCEPTANCE : 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.
33	RIGHT TO INFORMATION ACT : Any document/information submitted by the bidder can be made public at appropriate stage, as per Right to information Act. 2005.
34	GENERAL TERMS AND CONDITIONS: Unless otherwise specified in the NIT, the Purchase order, if placed, shall be subject to the General Terms and Conditions of Supply of Stores given with NIT as ANNEXURE -D. In case there is a conflict in any particular term of the NIT with the General Terms, the terms of the NIT will prevail.
35	JURISDICTION : Any dispute arising out of this enquiry shall come under the sole jurisdiction of the Bilaspur Court (Chhattisgarh State, INDIA).
36	ACCEPTANCE OF NIT TERMS: 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.
37	Online Confirmation of Bids will be Final : The bids are for submission only ON-LINE and no clarification/additional clauses are to be indicated off-line, unless specifically asked for in the NIT. Acceptance/confirmation of NIT terms in ON line bid submission will supersede the terms and conditions offered by the bidder if any along with offline documents.
38	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 & time. A confirmation in this regard shall be required to be submitted by the bidder with off-line documents and on-line also.

Sr Manager(Excv)/

**MM Department
For South Eastern Coalfields Ltd.**

Enclosures :

Appendix – A : Eligibility criteria ,Technical Specification, Consignee and schedule of requirement .

Appendix - B : Requirements for Vendors

Appendix- C : Format of Bank Guarantee for Security Deposit/PBG.

Appendix – D : General Terms & Conditions.

Appendix – E : Integrity Pact (not applicable)

Eligibility criteria , Technical Specification, Consignee and Schedule of requirement

(A) Eligibility Criteria:

“THE BIDDERS SHOULD BE OEM/OES/ OPM/ PROVEN SOURCE OF KOMATSU INDIA PVT LTD MAKE HD 785-7 DUMPER ”

DEFINITION OF OEM/OES/OPM

OEM: Means Original Equipment Manufacturer.

OES: Means authorized supplier of Original Equipment Manufacturer. Only those firms who have the current authorization and / or technical collaboration of OEM for supply of their equipment and giving technical services would be treated as OES.

The OES who may not have current authorization / collaboration of OEM , but have already developed and indigenized fully or partly the spares for the equipments supplied by them may also be considered to have OES status to such an extent of developed / indigenized spares.

OPM: Means Original Parts manufacturer. Only those firms, who are the original manufacturers of assemblies, sub-assemblies or components of the original equipment ,would be treated as OPM.

The following documents are to be submitted by OPM to establish themselves as OPM:

- a) Self-certificate, duly notarized , of being manufacturer of the assemblies/ sub-assemblies/ components
- b) Copies of purchase orders in support of having supplied to OEM or notarized copy of Trade agreement of the OEM with OPM, for the above items. If the OPM does not supply directly to CIL, as a matter of policy ,they may nominate distributor/ dealer/ agent for a particular subsidiary Co. and on such authorization , procurement may be made from such distributor/ dealer/ agent.

PROVEN SOURCES: Means sources who have manufactured and supplied spare parts, assemblies, sub assemblies or components to the subsidiary companies in the past and found to be proven as per provenness criteria followed by subsidiary companies based on satisfactory performance in the field in respect of quality and reliability

(B) Technical Specifications

SL	MB SL	Part No	Description	Qty
1	11	651-03-84202	RADIATOR ASSY	1
2	22	07088-41221	HOSE	3
3	29	581-63-92670	SEAL (KIT)	2

(C) Delivery Schedule:

The supply should be completed within 06 months from date of issue of firm supply order. All other terms shall be as per clause No 8 of NIT.

(D) Consignee

Depot Officer,Regional Stores, Gevra, Distt Korba CG

Sr. Manager (Excv),
MM Deptt.
For South Eastern Coalfields Ltd.

Requirements for Vendors

- P.C. connected with internet.
- Registration with Service provider portal 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.

To obtain the Class III digital signature certificate please visit our website: 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

- **In case of any clarification please contact ITI Ltd., before the schedule time of the e-Procurement.**
Contact Person:-

Mr. Madhusudan-09980548184
ITI Limited, Bangalore,
Email: madhus_2003@yahoo.co.in

Mr. Kumar Chandan :- 09986073824

Help Desk: 080-40482119,120,116

For registration, Submission procedure and method of correspondence etc

Please visit website: www.itietendering.com/CIL

and click on the link Vendor Help.

Help for participating in e-tender:

The detailed methods for participating in the e-procurement are available in the website “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 as indicated above.

-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.

7. 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 "E"

INTEGRITY PACT

Between

SOUTH EASTERN COALFIELDS LIMITED (SECL) hereinafter referred to as "The Principal"

And

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

1. Preamble

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

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

Section 1 – Commitments of the Principal

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

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

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

Section 2 – Commitments of the Bidder/Contractor

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

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

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

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

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

Section 4 – Compensation for Damages

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

Section 5 – Previous transgression

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

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

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

Section 7 – Criminal charges against violating Bidders/Contractors/Subcontractors

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

Section 8 – External Independent Monitor/Monitors

(Three in number depending on the size of the contract)

(To be decided by the Chairperson of the Principal)

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

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. BILASPUR.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal	For the Bidder/Contractor
Place.....	Witness 1 :
Date	Witness 2 :

APPENDIX -D

GENERAL TERMS AND CONDITIONS OF SUPPLY OF STORES

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

- i. "Contract" means the invitation of tender, instructions to tenderers, acceptance of tender, particulars and the general and special conditions specified in the acceptance of tender and includes a repeat order which has been accepted and acted upon by the supplier.
- ii. The term "SUPPLIER" shall mean the person, firm or company with whom the contract is placed and shall be deemed to include the supplier in successors (approved by the Purchaser) representatives, heirs, executors, administrators and permitted assignee as the case may be.
- iii. "CONTRACT PRICE" shall mean the sum accepted or the sum calculated in accordance with the price and / or terms accepted by or on behalf of the purchaser.
- iv. The Chairman – cum- Managing Director means Chairman – cum Managing Director of 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, FOB 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 alongwith illustrated literature giving complete and detailed specifications, particulars etc. of the main unit and of the standard accessories to be supplied with the stores.
 - vii.** 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 upto 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 upto such destination as may be determined by CIL and / or its subsidiary companies whose decision shall be final.
- c.** If the supplier commits breach of any of the conditions in this clause specified, he shall, without prejudice to any other liability, penal or otherwise, be liable to account to CIL and or its subsidiary companies all money, advantages of profits accruing from or which in the usual course would have accrued to him by reasons of such breach.
- d.** Where the stores manufactured or fabricated by the supplier out of the materials arranged or procured by or on behalf of Coal India Limited and / or its subsidiary companies are rejected the supplier shall, without prejudice to any other right or remedy of the Government, pay to the Government on demand the cost price or market value of all such materials whichever is greater.

12 The tenderers in case of imported items, shall clearly mention in the question that in the event of the supply order being placed with them, they shall arrange for supply within a reasonable period of all necessary maintenance tools and spares parts that may be required from time to time during the normal life of the machines, on a continuous basis and at a price not in excess of the landed cost at their premises plus a stated percentage differential (such a differential should be indicated) and proper servicing of the main unit supplied by them as and when required. In case there is a Rate Contract with the DGS&D supply be made at the RC rates.

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

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

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

15 **Inspection and Rejection :** Generally the stores shall be of the best quality and workmanship and comply with the contract or supply order in all respect. The stores supplied shall be in accordance with specification unless any deviation is 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 delivery 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 instalment 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 instalment due under the contract; or

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

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

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

(k) Notification of Result of Inspection : Unless otherwise provided in the specification or schedule, the examination of the stores will be made as soon as practicable after the same have been submitted for inspection and the result of the examination 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 recognised 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 despatched. He will not book any consignment on a "said to contain" basis. If he does so, he does it on his own responsibility. South Eastern Coalfields Limited shall pay for only such stores as are actually received by them in accordance with the contract.

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

(d) Packages must be so marked that identification is made easy. Packages will be stamped with identification marks both outside the packages as well as on the contents inside. Packages containing articles liable to be broken by rough handling like glass or machinery made of cast iron will be marked with cautionary works like 'Fragile', 'Handle with care'. Weight of each package will be marked on the package.

(e) A complete list of contents in each package called the packing list will be prepared and one copy will be packed in the package itself and another copy will be forwarded to the consignee in advance.

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”.