

NORTH EASTERN COALFIELDS

(COAL INDIA LIMITED)

(UNDER JURISDICTION OF GUWAHATI(ASSAM) HIGH COURT ONLY)

P.O.MARGHERITA-786 181.

Fax: 03751-220354/213555 Ph: . 03751-220329

(A Govt. of India Enterprise)

Email:-gmmrg1@sancharnet.in

website No.: www.neccoal.co.in

Online Bidding Website: www.itietendering.com/CIL



NOTICE INVITING TENDER Through E-tendering Process Only

Tender No. NEC/10-11/OT/10

Dt.27.10.2010

I	The offers are invited for the supply of Ungalvanised Haulage Steel Wire Rope, 6/7 construction, 19 mm diameter as per the scope of supply / technical specification, General terms and conditions etc. attached at Annexure – and also terms & conditions given below :	
II	DETAILS OF TENDER :	
	Tender No. NEC/10-11/5	DATE : 30-11-2010
	b) MODE OF TENDER	ON LINE BIDDING SYSTEM Pl. visit website www.itietendering.com/CIL
	c) TYPE OF TENDER	TWO BID
	d) ESTIMATED VALUE OF TENDER -INR	Rs. 14 lakhs.
	e) DUE DATE & TIME OF SUBMISSION OF REQUIRED DOCUMENTS OFFLINE AT NEC, CIL, MARGHERITA	UPTO 3.30 PM IST OF 30-11-2010
	f) DUE DATE & TIME OF ON LINE BIDDING BY BIDDERS	UPTO 3.30 PM IST OF 30-11-2010
	g) DUE DATE & TIME OF OPENING OFF-LINE REQUIRED DOCUMENTS	AT 4.00 PM IST OF 30-11-2010
	g) DUE DATE & TIME OF OPENING OF PART-I OFFER ON-LINE, i.e. TECHNO – COMMERCIAL BID	AT 04.00 PM IST OF 30-11-2010
	h) TENDER FEE -INR	RS. 2,000.00
	i) EARNEST MONEY DEPOSIT -INR	Rs. 28000/-
	j) DUE DATE AND TIME OF OPENING OF PRICE BID	WILL BE COMMUNICATED TO THE TECHNO- COMMERCIAL ACCEPTABLE BIDDERS SEPARATELY.
	NOTE: The bidders who have not submitted the required documents off line as mentioned at page-2 under clause –F shall not be considered for opening of their online techno-commercial bids.	
III	INSTRUCTIONS TO BIDDERS : The requirements for submission of the Bids On-line are indicated in the Tender document for the information of the bidders	
A	All entries in the quotation should be entered at on-line submission form without any ambiguity.	
B	Tender cannot 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	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.	

E	NEC,CIL reserves the right to vary the quantity of the above items. However, increase/decrease in the tender quantity will be restricted to a maximum of 20%.
F	<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 up to 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 in sealed cover addressed to Sr Manger (Materials), P.O.MARGHERITA-786 181 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. The following document therefore should be submitted Offline.</p> <ul style="list-style-type: none"> (i) Tender fee as per Clause No.3(A). (ii) EMD as pre Clause No. 3(B), or exemption certificate attested by Public Notary as per Clause No. 3(D) & 3(E). (iii) Proof of Manufacturer/Authorised Distributor/ Authorised Dealer attested by Public Notary as per Clause No.2(A). (iv) Copy of complete set of valid NSIC/DGS&D registration certificate clearly highlighting the tendered items attested by Public Notary and also other exemption certificate as per Clause No.3(D) & (E). (v) Applicability of Excise Duty shall be governed by Clause No.6(ii) and the relevant certificates if applicable to be submitted duly attested by Public Notary. (vi) Technical Specification along with printed matters if any, same as furnished On-line. (vii) Copy of Valid BIS Licence for the item tendered for.

TENDERS RECEIVED AFTER THE DUE DATE AND TIME OF OPENING, AS INDICATED ABOVE, WILL BE OUTRIGHTLY REJECTED.

IF DUE TO UNAVOIDABLE/UNFORSEEN CIRCUMSTANCES DUE DATE FALLS ON A HOLIDAY, THE TENDER WILL BE RECEIVED/OPENED ON THE NEXT WORKING DAY AT THE SAME TIME. (APPLICABLE FOR BOTH OFF LINE & ON LINE)

THE BIDDER MUST UPLOAD ALL THE DOCUMENTS REQUIRED AS PER THE TERMS OF TENDER

OTHER TERMS AND CONDITIONS OF THE TENDER ARE AS FOLLOWS:-

01. The lowest quotations complete in all respects are invited from bidders whose products are proven as per clause no. 02 (B) hereunder for supply of materials indicated in the schedule of requirement attached and its Technical Specifications enclosed vide Annexure – ‘A’.

02. ELIGIBILITY CRITERIA

A) Manufacturers/Authorised Distributors/ Authorised Dealers having experience in supplying the tendered items successfully to subsidiaries of Coal India Limited/ Public Sector Units/ Undertakings/ Government agencies including DGS&D.

(B). IN CASE OF A) THE BIDDERS MUST SUBMIT AUTHENTICATED COPIES (SIGNED AND STAMPED BY THE BIDDER) OF ORDERS RECEIVED BY THEM FROM CIL, ITS SUBSIDIARIES, OTHER GOVERNMENT UNDERTAKINGS

AND/OR GOVERNMENT DEPARTMENTS, DGS&D/NSIC Registration Certificate/BIS Licence & Certificates issued by Statutory Bodies of Government of India, these should be duly attested by NOTARY PUBLIC and will be accepted as an authentic document.

THE ABOVE RELATED DOCUMENTS SHALL BE SUBMITTED ON-LINE.

03 (A) TENDER FEE : The bidders are required to submit the tender fee physically in the office of the **Senior Manager (Materials)** for the amount specified in the advertisement in the form of account payee Demand Draft / Banker Cheque drawn on State Bank of India/United Bank of India/ Punjab National Bank in favour of COAL INDIA LIMITED payable at MARGHERITA (ASSAM).before 3.30 P.M. on 30/11/10.

Government (State / Central) / Public sector Undertakings are exempted from paying tender fee .

(B) **EARNEST MONEY.** The tenderer has to deposit **Rs. 28000/-**towards EMD physically in the form of Demand Draft in favour of COAL INDIA LIMITED payable at MARGHERITA (ASSAM) physically to the following address before 3.30 P.M. ON 30/11/2010...

The Bidders are to submit the tender fee/EMD manually in the office of the Sr. Manager (Materials), NEC, CIL. P.O.MARGHERITA-786 181.

The tender no and the name of the firm should be written on the reverse side of the Demand Draft. For unsuccessful tenderer EMD shall be refunded after finalization of the tender. EMD shall be forfeited, if any tenderer withdraws their offer before finalization of the Tender or fails to submit order acceptance within 15 (fifteen) days from the date of order. EMD may be converted into Security Deposit for the successful bidder.

(C) **SECURITY DEPOSIT:** The successful tenderer will be required to deposit as Security Money equivalent to 10% of the landed value of the order (including taxes, duties and other charges to the FOR Destination price) without having any ceiling in the form of Bank Draft/Bank Guarantee within 15 days from the date of order and shall be valid till successful execution of order. In case the firm fails to deposit the Security Money, the order shall be cancelled and the case shall be processed to order elsewhere and the firm's performance is to be kept recorded for future dealing with them.

The Security Deposit, if submitted in the form of Bank Guarantee shall be issued by a scheduled Bank and shall be irrevocable and unconditional and NEC, CIL shall have the powers to invoke it notwithstanding any dispute or difference between supplier and NEC, CIL pending before the court, tribunal, arbitrator or any other authority.

For successful tenders, the EMD may be adjusted towards security money and the firm will be required to deposit the remaining amount so as to cover the total amount for Security Money either in form of Bank Draft or Bank Guarantee as the case may be. The Security Money/Bank Guarantee submitted towards Security Deposit shall be refunded/released within 30 days of satisfactory execution of the contract. For unsatisfactory performance/or contractual failure, the security money shall be forfeited/ Bank Guarantee shall be encashed. If Bank Guarantee for total Security Deposit Amount is submitted by the successful tenders, the EMD will be refunded on receipt of such Bank Guarantee.

In case, successful tenderer is required to submit Performance Bank Guarantee for satisfactory performance of the ordered items for a specific period, the successful tenderer shall have option to get the Security Money/ Bank Guarantee submitted towards Security Deposit, converted to Performance Bank Guarantee. However, the said Bank

Guarantee should have the validity to cover the required performance period. In such case, no separate Performance Bank Guarantee is required to be submitted.

- D. State/Central Govt. Organisations/PSU & valid DGS&D/NSIC registered (for the tendered items) firm exempted from submission of EMD/Security Deposit. For this purpose they will have to submit complete valid registration certificate with DGS & D/NSIC for tendered items duly attested by Notary Public.(valid on the date of opening of Part - I) (The list of items to be attached).
04. **VALIDITY:** The price(s) quoted must be firm and the offer must remain valid for a period of 180 (One hundred Eighty) days from the date of opening of the Part - I.
05. **SALES TAX REGISTRATION CERTIFICATES(S)** : The tenderers shall furnish copy of their sales tax/VAT registration certificate(s) along with the offer in Part - I. Such documents should be duly attested by Notary Public.
06. **PRICES:**
Prices quoted must be FIRM till delivery. Otherwise, the offer will be rejected. Price quoted must be on F.O.R. Destination by road basis, with the following break up, inclusive of packing, forwarding, Insurance and Freight charges up to destination. Delivery is to be effected by Road Transport. Safe arrival of stores at destination shall be the responsibility of supplier

NOTE:

- (i) Discount, if any, should be clearly spelt out in words and figures. Conditional discount/Quantity Discount, Cash Discount will not be considered for tender evaluation purpose. If the tenderer so evaluated competes price wise, the Purchase Order, if placed shall allow the purchaser to take advantage of such discount, if need be Discount is to be given on basic price only.
- (ii) If the price is inclusive of Excise duty, the current rate included in price must be indicated. If the firm is exempted from paying Excise Duty, the same must be confirmed and valid documentary evidence in support of such claim shall be submitted.

In case the rate of excise duty varies with the turnover of the company and the price is exclusive of Excise Duty- and the firm fails to specify the exact rate applicable, the maximum rate currently leviable will be loaded on the price for the purpose of evaluation.

In case FOR destination price is quoted and the offer is silent about Packing & Forwarding charges and other Govt. levies, the same shall be treated as inclusive in the price.

- (iii) In spite of mentioning that offers should be submitted by the tenderers on FOR destination basis, incase a tenderer does not specify the basis of price or quotes on Ex-works or FOR dispatching station basis, the price will be loaded on 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. Transit insurance charges for loading purpose shall be considered as per the following.

Transit Insurance - @ 0.50% of Ex-works price + Taxes & Duties + P&F Charges + Freight

- b) In case of FOR dispatching station offer, the following percentage will be added to arrive at the FOR destination price, as element of estimated freight up to destination.

<u>Approx. distance of dispatching station from site</u>	<u>% of FOR dispatching station price</u>
above 2001 Km	5%
1501 to 2000 Km	4%
1001 to 1500 Km	3%
501 to 1000 Km	2%
500 Km and below	1%

For the purpose of composite evaluation of your offer you shall confirm the following details:-

Name of Dispatching Station	Distance by Road from, Dispatching station To Central Stores, MARGHERITA (Assam)
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- c) Transit Insurance - @ 0.50% of Ex-works price + Taxes & Duties + P&F Charges + Freight
- d) Entry Tax - At actuals as per the applicable rate on total value considering all the above elements

In case the firm quotes the exact amount of freight or the packing and forwarding charges or transit insurance charges, the same will be added in place of the above percentage amount.

If the tenderer, so evaluated competes price wise, the Purchase Order, if placed, on him shall allow reimbursement/payment towards these elements at actuals against documentary evidence subject to the maximum to the extent loaded for these elements.

The evaluation of Price bids will be made on Landed Price basis, all inclusive.

07. **TAXES & DUTIES:** Percentage/Specified amount of Taxes and duties should be clearly mentioned otherwise; NEC, CIL reserves the right to reject such offers.
08. **PAYMENT TERMS:** 100% payment with taxes and duties shall be made by e-payment within 21 days of receipt and acceptance of materials at consignee's end or submission of bill(s), whichever is later.

You are required to submit the mandate as enclosed in triplicate with original signature(i.e. no photo copy) including original stamp and signature of bank along with the Part - I of the offer.

09. **PACKING :** Packing of all the materials shall conform to the requirements of the carriers.
11. **DELIVERY:**
On or before 31/1/2011..
12. **METHODOLOGY OF FOR SUBMISSION OF TENDER:**
Through E-tendering Process Only

PROCEDURE FOR OPENING OF TENDER:-

- a) The Part - I shall be opened on the schedule date of opening. The offer of the bidders who have submitted the required documents listed at III(F) above within due date & time in the office that the above address.
 - b) However, Price Cover i.e, **Part - II** of only those tenderers shall be opened whose techno commercial bid have been found acceptable after the scrutiny of the Techno Commercial bid (s) submitted by them for which a separate intimation will be sent indicating the date for the price bid opening.
 - c) Only representative authorized in writing by the respective tenderers shall be permitted to be present during the Tender Opening, along with the condition of only one person per participating/attending tenderers.
 - d) Representative of firm who has not participated in the Tender shall not be permitted to be present at the time of opening of Tender.
13. **LIQUIDATED DAMAGES:** In the event of failure to deliver or despatch the stores within the stipulated date/period in accordance with the samples and / or specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, NEC, CIL should have the right:-
- a) To recover from the successful tenderer, a sum of 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) Where felt necessary, the limit of 10% (ten percent) can be increased to 15% at the discretion of Head of the Materials Management Division CGM, NEC, CIL, MARGHERITA.
 - b) or to purchase elsewhere, after due notice to the successful tenderer on the account and at the risk of the defaulting supplier the stores not supplied or others of similar description without cancelling the supply order in respect of the consignment not yet due for supply or,
 - c) To cancel the supply order or a portion thereof and if so desired to purchase the stores at the risk and cost of the defaulting supplier and also,
 - d) To extend the period of delivery with or without penalty as may be considered fit and proper, the penalty, if imposed shall not be more than the liquidated damages referred to in clause (a) above.
 - e) To forfeit the security deposit fully or partly.
 - f) Whenever, under this contract, a sum of money is recoverable from and payable by the supplier, NEC, CIL 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 contract should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay NEC, CIL on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.
14. **RISK PURCHASE :** In the event of failure of the supplier to deliver or despatch the stores within the stipulated date / period of the supply order , or in the event of breach of any of the terms and conditions mentioned in the supply order , Coal India Ltd., or its subsidiary Companies have the right to purchase the stores from elsewhere after due notice to the defaulting supplier at the risk and cost of the defaulting supplier. It is mentioned clearly in this tender enquiry that in the event of failure of the supplier as detailed above, the cost as per risk purchase exercise may be recovered from the bills against any other supplies pending in the same Subsidiary Co. and also in any other Subsidiary Companies / Coal India Limited.
15. **FORCE MAJEURE:** If the execution of the contract/supply order is delayed beyond the period stipulated in the contract/supply order as a result of outbreak of hostilities, declaration of an embargo or blockage or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God, then the purchaser may

allow such additional time by extending the delivery period as he considers to be justified by the circumstances of the case and his decision in this regard shall be final. If and when additional time is granted by the purchaser, the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended. Power failure will not be considered as a force majeure conditions.

16. WARRANTY/GUARANTEE:

Unless otherwise specified in the Technical Specification, the Warranty/Guarantee clause will be as follows:-

The supplier shall be fully responsible for supply of quality products and the materials should meet the stringent test requirement of IS specifications. The supplier shall replace such stores, which may require replacement under above warranty(12 months from the date of receipt and acceptance of materials) free of cost. The supplier shall ensure that the material delivered to the consignees are exactly as per the specifications/grades mentioned in the contract and have correct properties as per relevant BIS standards and are suitable for the purpose for which the material is intended and are recommended by the supplier. The supplier shall provide self authenticated copies of test/batch certificate for each supply.

17. PRICE FALL CLAUSE: The price charged for the stores supplied against this tender by you shall in no event exceed the lowest price at which you sell or offer to sell the stores of identical description to any other party during the said period.

If the supplier at any time during the period of contract concluded against this tender reduces the sale price, sells or offers to sell such stores to any other organization at a price lower than the price chargeable under the contract, the supplier shall forthwith notify such reduction of sale price to the undersigned and the price payable under the contract for stores supplied after the date of coming in force of such reduction in sale price, shall stand correspondingly reduced. The above stipulation will not however apply to exports by the contract holder.

18 INSPECTION:

- i) Materials are subject to inspection if required at any stage before despatch by third party to be deputed by NEC, CIL /authorized representative of NEC, CIL. Inspection fee to the third party will initially be paid by the supplier and will be reimbursed along with the bill(s)against documentary evidence.

Inspection charges shall be initially paid to the inspecting authority along with the inspection call letter, which will be subsequently reimbursed by NEC, CIL with the supplier's bill. In case materials are rejected on first inspection, all charges, boarding, lodging, TA, inspection fee etc., for subsequent inspection shall be borne by the supplier.

Minimum 15 days advance notice shall be given by the supplier to the inspecting authority to carry out pre-despatch inspection.

- ii) Final inspection will be carried out at the consignee's end.
iii) The purchaser shall at its discretion have the right to test the ordered materials in a Govt. test house or in a test house nominated by the purchaser. In case of failure of the material after testing, the cost of test as well as the materials shall have to be borne by the supplier.

19. PRICE CERTIFICATE: That the price quoted by you against this tender is the lowest and is the same as applicable to other Govt. organization/Public Sector Undertakings/Private Organizations". Copies of orders received for the quoted items from any other Area of NEC, CIL Other Subsidiary of CIL must be enclosed along with the offer duly self authenticated.

20. **SAMPLE(S):** Sample of items, wherever necessary as per technical specifications should be submitted free of cost along with the offer for inspection by this office. Samples must be labeled with the Tenderer's Name, address and the Tender Number, date and due date of opening of tender.
21. **BANNED OR DELISTED SUPPLIERS:-**
The bidders shall give a declaration that they have not been banned or de-listed by any Government or Quasi-Government agencies or PSU's. If a bidder has been banned by Government or Quasi-Government agencies, PSU's, this fact must be clearly stated and it may not necessarily be a cause for disqualification.
22. NEC, CIL reserves the right to reject or accept or withdraw the tender in full or part as the case may be without assigning any reason thereof.
23. NEC, CIL reserves the right to :
- i) Place order on Govt. Undertakings as per DPE guidelines/Govt Guidelines.
 - ii) To follow the guidelines or instructions issued by Govt. of India from time to time for giving purchase preference of product and services to PSEs and/or
 - iii) To distribute the order amongst two or more suppliers from PSUs.
 - iv) Notwithstanding anything said above, NEC, CIL reserves the right to follow any guidelines or instructions received from the government or any statutory body from time to time.
 - v) NEC, CIL reserves the right to increase or decrease the quantity for any or all items of the tender by not more than 20% (Twenty percent).
24. **DEVIATION:** Normally no deviation is acceptable to our tender documents. Offers as asked for must be submitted complete in all respects.
25. Supply orders, if placed, will also be governed by the "General Terms and Conditions of supply" enclosed herewith, unless stated otherwise in this bid document or in the supply order.
26. Clarifications/confirmations and/or documents may be asked from the bidders subsequent to the opening of techno-commercial bid for compliance of NIT terms and conditions if felt so required.
27. The provisions of Purchase Manual(June'2004) of Coal India Ltd., which is available on CIL's website (www.coalindia.nic.in) shall be applicable.
28. Please go through the tender documents carefully and submit your offer accordingly responding to each and every clause mentioned in this tender.
29. The documents/certificates required as per the NIT must be submitted along with your offer as above.
30. Sub-contract will not be allowed in part or in whole under any circumstances.
31. **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.
32. **ALL DISPUTES ARE SUBJECT TO THE JURISDICTION OF "GUWAHATI (ASSAM) HIGH COURT" ONLY.**

**THE ABOVE RELATED DOCUMENTS SHALL BE SUBMITTED ON-LINE,
EXCEPT 2(A),3(A),3(B),3(D),3(E) & 6(ii).**

Yours faithfully,

Sr. Manager(Materials)
For and on behalf of NEC, CIL
MARGHERITA.

Encl:

1. Technical Specifications – Annexure – A
2. General Terms and Conditions - Annexure-‘B’
3. Security Deposit Bank Guarantee Format – Annexure –‘C’
4. Mandate Form – Annexure –‘E’

1.0 Requirements for Vendors

- P.C. connected with internet (Preferred broadband).
- 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 or training required please contact below contact persons, before the schedule time of the e-Procurement.

Contact Person:-

Mr. Madhusudhan S: - 09686196749

Mr. Kumar Chandan: - 09686196757

Mr. Suprit Doddamani: -09686115322

Mr. Debraj Saha: - 09883028202

Help Desk: 080-40482119, 120,116 (Time: 09:00am to 12:00pm)

e-mail: madhus_2003@yahoo.co.in
ni.chandan@gmail.com
harsh.bangalore@gmail.com
debraj.saha007@gmail.com

1.0.1 For registration, Submission procedure and method of correspondence etc
Please visit our website: www.itietendering.com/CIL and click on the link Vendor Help and download the manuals.

1.0.2 To obtain the Class III digital signature certificate:
Please visit our website: www.itietendering.com/CIL and click on the link:
“[To obtain Digital Signature Certificate Click to download the Application Forms.](#)”
and download the certificate form and fill the necessary details.

1.0.3 Help for participating in e-tender:

The detailed method for participating in the eprocurement is 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 link “[Vendor Help](#)” to start participating in the eprocurement process.

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

DETAILED TECHNICAL SPECIFICATION

Ungalvanised Haulage Steel Wire Rope, Round Strand, 6/7 construction, Right Hand Lay, preformed, F.M.C. core , Tensile Strength :-1570 N/SQ.M.M., conforming to IS:1856 (latest) in general with fibre core as per IS:1804 with latest amendment in reel lengths of 2 K.M. each of the following sizes:-

SIZE (Diameter in m.m.)
19

Quantity (IN Kilometres)
14

Ungalvanised Haulage Steel Wire Rope should be conforming to relevant BIS specification & ISI marked

Consignee Address

NEC, CIL	Depot Officer, Central Store, NEC, CIL P.O.MARGHERITA-786 181.	TIN No. 18140032854
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**MANDATE FORM FOR ELECTRONIC FUND TRANSFER/INTERNET BANKING
PAYMENT**

To,
The North Eastern Coalfields,
Coal India Limited
P.O.MARGHERITA-786 181.

Dear Sir,

Sub: Authorisation for release of payment due from North Eastern Coalfields Limited,
MARGHERITA through Electronic Fund Transfer/Internet Banking.

Ref.: Order No. _____ Date _____ and/or Tender/Enquiry/ Letter
No. _____ Date _____.

**(Please fill in the information in CAPITAL LETTERS, Please TICK wherever it is
applicable)**

1. Name of the Party _____
2. Address of the Party _____

 City _____ PIN CODE _____
 E-Mail ID _____
 Permanent Account Number _____

3. Particulars of Bank.

Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No.			
(9 Digits code number appearing on the MICR Band of the cheque supplied by the Bank. Please attach Xeroy copy of a cheque of your bank for ensuring accuracy of the bank name. branch name and code number)			
RTGS CODE			
Account Type	Saving	Current	Cash Credit
Account Number (as appearing in the Cheque Book)			

4. Date from which the mandate should be effective.

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information. I shall not hold North Eastern Coalfields, Coal India Limited responsible. I also undertake to advise ay change in the particulars of my account to facilitate updation of records for purpose of credit of amount.

Place:

Date :

Signature of the party/Authorised Signatory

Certified that particulars furnished above are correct as per our records

Banker's Stamp
Date
Banks)

(Signature of Authorised official from the

NORTH EASTERN COALFIELDS

(COAL INDIA LIMITED)

Material Manager

Fax: 03751-220354 Ph: . 03751-220329

P.O.MARGHERITA-786 181.

ANNEXURE-"B"

GENERAL TERMS AND CONDITIONS OF SUPPLY OF STORES

1. DEFINITION :

In the interpretation of the contract and the general and special terms governing it, unless the context otherwise requires:-

- i) Contract means the invitation to tender, instructions to tenderers, acceptance of tender particulars and the general and special conditions specified in the acceptance of tender and includes a repeat order which has been accepted and acted upon by the contractor.
- ii. The term 'Supplier' shall mean the person, firm or company with whom the contract is placed and shall be deemed to include the supplier's successors (approved by the purchaser) representatives, heirs, executors, administrators and permitted assignees as the case may be.
- iii. Contract price shall mean the sum accepted or the sum calculated in accordance with the price and to terms accepted by or on behalf of the purchaser.
- iv. The Chairman means the Chairman, Coal India Limited, the Managing Director any of the Subsidiary Companies of Coal India Ltd., presently Central Coalfields Ltd, Eastern Coalfields Ltd., Western Coalfields Ltd, Bharat Coking Coal Ltd., and Central Mine Planning and Design Institute Limited.
- v. The term drawing shall mean the drawing and plans specified in our annexed to the Schedule or Specification.
- vi. The term 'Purchase Executive' shall mean the Purchaser or Purchasers named in the Schedule to Tender, his or their successors or assignees.
- vii. The term the Inspector shall mean any person nominated by or on behalf of the purchaser to inspect supplier stores or work under the contract or his duly authorised agent.
- viii. The term 'Progress Officer' shall mean any person nominated by or on behalf of the purchaser to visit suppliers work to ascertain position of deliveries of stores purchased.
- ix The term material 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 standardising authority or CIL and or any of its subsidiary companies or a general standard.
 - f. Proprietary make denoting the product of an individual manufacturers.
 - g. Any other details governing the construction, manufacturer /supply as existing in the contract.
- xi. Stores means the goods specified in the Acceptance of tender or schedule which the contractors 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 terms site shall mean the place of purchase named in the acceptance of tender 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 persons shall include any company or association or body of individuals whether incorporated or not.
- xv. Writing shall include any manuscript, typewriter or printed statement, under or over signature or seal as the case may be.
- xvi. Unit and Quantity means the unit and quantity specified in the schedule.

xvii. Supply order or Purchase Order means an order for supply of stores and includes and 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 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 person named in the contract as an interim consignee for the purpose of transmission to the consignee.

iv. The consignee at the destination station in case of contracts stipulating for delivery of 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 word persons, shall include any company or association body of individuals, whether incorporated or not

5. Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act 1930, or the Indian Contract Act 1872 or the General Clauses Act 1897 and

as amended in respect of all the Acts as the case may be.

6. PARTIES

a. The parties to the contract are the supplier and the purchaser named in the schedule or any other specifically mentioned in the contract.

ADDRESS TO WHICH COMMUNICATION ARE TO BE SENT

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

c. 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 option of such Executive.

7. i. The price quoted shall be either FOR place or Rly Stn. of Despatch, FOR Destination, delivered free to the consignee, FOB or CIF as specified in the invitation to tender.

ii. In all cases the prices quoted must be sent per unit shown in the enquiry and must include all packing and delivery where applicable. Refunds on account or 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.

ii) Sales tax shall be shown separately and whether it is State Sales Tax or Central Sales Tax. If no mention is made about Sales Tax it will be assumed to be included in the prices quoted. The prices should be inclusive of excise, or excise duty should be separately mentioned in the case of contracts providing for free delivery to the consignee octroi charges shall be included where leviable.

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

iv. When quotation are made for units other than those indicated in the specification in the enquiry the relationship should be stated.

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

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

vii. The Tenderers must clearly specify their recommended spare parts that will be supplied along with the main unit and item wise prices of the spare parts, also what are fast moving, and slow moving and the period up to which they are likely 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 quotation should be submitted. Those containing erasures and overwriting are liable to be rejected. Any corrections made in the tenders must be initialed by the tenderer, failing which their tenders will not be considered.

x. Insurance arrangement will be made as per instruction being issued from time to time by the Materials Management Wing of NEC,CIL

8. i.) Samples of each item of considered necessary should be submitted simultaneously by the contractor for inspection by the Indentor unless the articles under tender are of considerable bulk, in which case separate arrangement will be made for inspection of the articles offered which considering the quotations.

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

iii. All samples must be clearly labeled with the tenderer's name this office enquiry No. and the last date of opening tender.

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

(b) CHANGE IN 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 written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract prior to the date of such undertaking.

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

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

10 a. Consequence of breach : Should the supplier or a partner in the supplier firm commit breach of either of the conditions (a) or (b) (i) of this sub-clause it shall be lawful for the purchaser to cancel the contract and purchase or authorised the purchase 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 NEC,CIL as to any matter or thing concerning or arising out of this sub-clause or on any question whether the supplier or any partner of the supplier firm has committed breach of any of the conditions in this sub-clause contained shall be final and binding on the supplier.

11. USE OF RAW MATERIALS SECURED WITH GOVERNMENT ASSISTANCE

a. Where any raw material for the execution of the contract is procured with the assistance of Coal India Limited by Purchase or under arrangement made or permit, license, quota certificate or release or 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 extension of the contract the supplier .

i. shall hold such material as trustee for Coal India Limited.

ii. shall use such material economically and solely for the purpose of the contract.

iii. shall not dispose of the same without previous permission in writing of the Purchaser and

iv. shall tender due account of such material and return to the purchaser as such place at 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 therefore as the purchaser may fix having regard to the condition of such material.

(b) Where the contract is terminated due to any default on the part of the supplier shall pay or transport charges incurred for returning any material upto such destination as may be determined by NEC, CIL shall be final.

12. The tenderer in case of important items, shall clearly mention in the quotation that in the event of supply order being placed with them they shall arrange for supply within a reasonable period of all necessary maintenance tools and spare parts that may be required

from time to time during the normal life of the machines, on a continuous basis and at a price not in excess of the landed cost at their premises plus a stated percentage differential such a differential should be indicated) and proper servicing of the main unit supplied by them as and when required, In case there is a Rate contract with DGS&D supply shall be made at RC rates.

13. The tenderers shall give a warranty of satisfactory performance of the unit offered by them for period of 18 months after the goods have been taken over by NEC, CIL or 12 months from the date of commissioning whichever is earlier. The supplier shall be responsible for any defects that may developed under the conditions provided for by the contract and under proper use, arising from faulty material design or workshop and shall remedy such defects at his own cost when called upon to do so. If it becomes necessary for the supplier to replace or renew any defective portion of the goods such replacements or renewal should be made by the supplier without any extra cost of NEC, CIL.

14. For order placed directly on Foreign suppliers the tenderers should separately indicate whether their prices quoted include any commission for the manufactures Agents in India and the amount of remuneration for the Agent included in the quoted price also

a. the service that will be tendered by time as manufacture's agent

b. the name and address of the agents if any in India

c. The Agency commission or remuneration or freight in case FOR prices are accepted will be paid in Rupees in India.

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

16. EARNEST MONEY/SECURITY MONEY

a) Earnest Money Deposit as stipulated in the tender document payable by way of SBI/UBI/PNB's Demand Draft to Coal India Limited at Margherita must accompany the quotation ie; Cover-I of the bid. For the unsuccessful tenderer the EMD will be refunded immediately after finalisation of the bid. EMD shall forfeited if any of the tenderer withdraw their offer before finalisation of the tender or fails to submit order acceptance within 15 days from the date of order.

b) Security Deposit:- Security Deposit for 10% of the value of the awarded contract/order or as stipulated in the order/contract should be deposited by way of BI/UBI/PNB's Demand Draft payable to Coal India Ltd at Margherita or by way of Bank Guarantee, within two weeks of receipt of order . EMD shall be converted to Security Deposit for successful tenderer and Security Deposit will be refunded within 30 days of successful execution of the order/contract. For unsatisfactory performance and/or contractual failure , the security deposit shall be forfeited. State Government/ Central Government Organisations/PSU & valid DGS&D/NSIC registered firm(for the tendered item) shall be exempted from depositing EMD/Security Deposit if they can produce documentary evidence issued by Government Authorities for according exemption towards submission of EMD/Security Deposit.

17. INSPECTION and REJECTION

Generally the stores shall be of the best quality and workmanship and comply with the contract or supply order in all respects. The store supplied shall be in accordance with the specification unless any deviation is authorised and specified in the contract or supply order or any amendment thereto.

a. FACILITIES FOR TEST AND EXAMINATION

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

b. COST OF TEST

The supplier shall provide, without any extra charge, all materials, tools, labour and assistance of every

kind which the inspector may demand from him for test and examination, other than special or independent test which he shall require to be made on the supplier's premises and the suppliers shall bear and pay all cost attendant thereon. If the suppliers fails to comply with the condition aforesaid, the inspector shall in consultation with the purchaser, be entitled to remove for test and examination all or any or the stores manufactured by the suppliers to any premises other than his (suppliers) and in all such cases the supplier shall bear the cost of transport and / or carrying out such tests elsewhere, a certificate in writing of the inspector, that the supplier has failed to provide the facilities and means for test and exam shall be final.

c. DELIVERY OF STORES FOR TEST

The supplier shall also provide and deliver for test free of charge, the such place other than his premises as the inspector may specify such material 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 in stipulated period the supplier shall on demand pay to the purchaser all cost incurred in the inspection and /or test cost of test shall be assessed at the rate charged by the laboratory to private 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 if the test proves satisfactory and the stores or any installment thereof is accepted, the quantity of the stores or materials expended in test will be deemed to have been taken delivery of by the purchaser and be paid for as such.

g. INSPECTOR – FINAL AUTHORITY AND TO CERTIFY PERFORMANCE

The inspector shall have the power :

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

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

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

iv. To mark the rejected stores with a rejection mark so that they 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

1. Allow the supplier to re-submit the stores in replacement of these rejected, within a specified time being the cost of freight or any on such replacement without being entitled to any extra Payment on on-that account or

2. Purchase or authorise the purchase of quantity of the stores rejected or others of a similar description (when stores exactly complying with particulars are not in the opinion of the Purchase executive which shall be finally readily available) without notice to the Supplier's liability as regards the supply of any further installment due under the contract order.

3. 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 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 the provisions of clause 20 shall apply as for as possible.

i INSPECTORS 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 his other liabilities to re-imburse to the purchaser the freight paid by the purchaser.

k. NOTIFICATION OF RESULT OF INSPECTION

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

l. MARKING OF STORES

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

m. REMOVAL OF REJECTION

(a) 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 fourteen 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

(b) Such rejected stores shall under all circumstances lie at the risk of the supplier from the moment of such rejection and if such stores are not removed by the supplier within the aforementioned theInspector / Purchaser may either return the same to the supplier at his risk and cost at Public Tariff rate by such mode of transport as the Purchaser or Inspector may select, or dispose of such stores at the supplier risk on

his account and retain 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 suppliers with necessary copies of inspection notes duly completed for being attached to the supplier' billing support thereof.

18. (a) PACKING AND TRANSPORT

It shall be the responsibility of the successful tenderer 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 tender.

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 NEC,CIL shall pay for any such stores so 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.

19. DELIVERY

The time for and the date of delivery of the stores stipulated in the "PURCHASE ORDER" shall be deemed to be of the essence of the contract and delivery of the stores must be completed by the date of specified.

20. In the event of failure to delivery or despatch the stores within the stipulated date / period in accordance with the samples and / or specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order of NEC,CIL shall have the right.

a.)To recover from the successful tenderer as agreed liquidated damages a sum not exceeding 1/2% of the price of any stores which the successful tender 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% which may be increased at the discretion of NEC,CIL upto 15% or

b. To purchase elsewhere, after due notice to the successful tenderer on the account and at the risk of the defaulting supplier the stores not supplied or others of a similar description without canceling the supply order in respect of the consignment not yet due for supply or

b. To cancel the supply order or a portion thereof and if so desired to purchase the stores at the risk and cost of the defaulting supplier and also

d. To extend the period of delivery with or without penalty if imposed shall not be more than the agreed liquidated damages referred to in clause (a) above,

e. To forfeit the security deposit full or in part,

f. Whenever under the contract any sum of money is recoverable from any payable by the supplier NEC,CIL, shall be entitled to recover such sum by appropriating, in part or in whole by deducting any sum of 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 cover the full amount recoverable, the successful tenderer shall pay Coal India Ltd. On demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

21.If the execution of the contract/supply order is delayed beyond the period stipulated in the contract supply order as a result of out-break of hostilities, declaration of an embargo or blockage or fire flood,acts of nature or any other contingency beyond the supplier's control then NEC, CIL May allow such additional time by extending the delivery period as he considers to be justified by the circumstances of the case and his decision shall be final. If and when additional time is granted by NEC, Coal India, the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended.

22.The supplier shall allow reasonable facilities and free access to his works and records to the inspector, Progress Officer or such other office nominated for the purpose. Inspection of stores i.e. suppliers made by the successful tenderer against supply order mentioned at (15) above, shall be carried out by the inspection Wing (inclusive of all its branch offices) of the DGS&D, New Delhi or any other agency as may be specific in the supply order. Where necessary inspection may be carried out at supplier's premises.

23. NEC,CIL does not bind itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity offered and the tenderer shall supply the same at the rate quoted.

24. The supplier at all times indemnify NEC, CIL, 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 NEC, CIL the side authority shall notify the supplier of the same and the supplier shall be at liberty at his own expense to settle any dispute or to conduct any litigation that may rise therefrom.

25. CARRYING VESSELS FOR IMPORTED ITEMS

In the case of machinery imported from abroad, it is preferably that shipment should be effected in Indian Vessels, wherever possible. Supplies will however not be delayed on this account.

26. ARBITRATION

In case of any dispute or difference between the parties as to the construction, effect or application of these presents or any terms or provision thereof or as to the amount or extent of any liability hereunder or as to any matter or thing in anyway arising in connection with this contract, the same shall be referred to the Arbitrator or Arbitrators to be appointed by the mutual consent of both parties after consultation with one another, and the provision of the Indian Arbitration Act for the time being in force shall apply to the arbitration proceedings and award shall be binding on both parties. For orders placed with foreign suppliers/manufacturers, arbitration by International Chamber of Commerce, Geneva shall be specified.

27. FREIGHT

The stores shall be despatched at public tariff rates. In the case of FOR station of despatch contract, the stores shall be booked at full wagon rates whenever available and by the most economical route or by the most economical tariff available at the time of despatch as the case may be. Failure to do so will render the supplier liable for any avoidable expenditure caused to the purchaser. Where alternative routes exist NEC, COAL INDIA Ltd. 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.

28. PASSING 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.

29. 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 COURT

The courts of the place from the acceptance of tender has been issued shall along 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 relating to Merchandise Marks for the time being in force in India.

30. 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 NEC, CIL any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to obtaining or execution of the contract with the purchaser or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the purchaser. Any breach of the aforesaid condition by the supplier or any one employed by him or acting on his behalf (whether with or without the knowledge of the supplier) or the commission of any offence by the supplier or by anyone employed by him or acting on the behalf under Chapter IX of Indian Penal Code, 1860 or the Prevention of Corruption Act 1947 and amendments there to any other Act enacted for the presentation of corruption by Public Servant shall entitle NEC, CIL to cancel the contract with the supplier and

to recover from the supplier the amount of any loss arising from such cancellation in accordance with the provision of Clause 20.

b) Any dispute or differences in respect of either the interpretation effect or application of the above condition or of the amount recoverable the render by the purchaser from the supplier shall be decided by NEC, CIL whose decision thereon shall be final and binding on the supplier.

31. INSOLVENCY AND BREACH OF CONTRACT

NEC, CIL may at any time by notice in writing, summarily determine the contract without compensation the supplier in any of the following points that is to say :

a) 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 for administration of his estate made against him or shall take any proceeding for composition under any insolvency Act for the time being in force or make any conveyance or assignment of his effects or entry any composition with his creditors or suspended 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 Receiver, Liquidator Manager on behalf of the Debenture-holders in appointed or circumstances shall have arisen which entitles the court of Debenture holders in 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 or 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 hereby out to and the supplier shall under no circumstance be entitled to any gain on re-purchase.

33. TERMS OF PAYMENT

Unless otherwise agreed upon between the parties, payment for delivery of stores on submission of bills, will be made by the Paying Authority as specified in the Purchase order of the respective division by a cheque on the State Bank Of India/Nationalized bank . Payment for stores or for each consignment thereof will be made by the supplier on submission of Bills in accordance with the procedure and subject to the terms and condition specified in the contract :

AS INDICATED IN NIT.

The number and date of Railway receipt, bill of lading or consignment note under which the goods charged for in the bill are despatched by Rail, Ship or Air respectively, and the number and date of the letter with which such railway receipt bill of lading or consignment note is forwarded to the consignee should be quoted on the bill in the case of stores dispatched by post the postal receipt shall be attached in original to the bill and its number and date quote therein.

32. PROGRESS REPORTS

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

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

ANNEXURE - C

SECURITY DEPOSIT BANK GUARANTEE FORMAT

To
M/s. North Eastern Coalfields,
Coal India Limited,
P.O.MARGHERITA-786 181.

In consideration of M/s. North Eastern Coalfields,Coal India Limited having its office at P.O.Margherita-786 181,hereinafter called “the Purchaser” (which expression shall unless repugnant to the subject or context including its successors and assigns) having agreed under the terms and conditions of Contract No.....dated..... made between the purchaser and M/s.....a Company having its office at(hereinafter called the “the supplier” in connection with supply of.....hereinafter called the “said Contract” to accept a Deed of Guarantee as herein provided for Rs..... in lieu of the security deposit to be made by the supplier for their due fulfillment of the terms contained in the said Contract.

We, the..... Bank Limited (hereinafter referred to as the said Bank having its office at

do hereby undertake and agree to indemnify and keep indemnified that Purchaser from time to time to the extent of Rs.....(Rupees.....

.....) against any loss, damage caused, charges and expenses caused to or suffered by or that may be caused to suffered by Purchaser by reason of any breach or breaches by the said supplier or any of the terms and conditions contained in the said Contract and to unconditionally pay the amount claimed by the Purchaser on demand and without demur to the extent aforesaid.

We, the.....Bank Limited do hereby agree that any demand made by Purchaser 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 supplier has disputed its liability to pay or has disputed the quantum of amount or that any legal proceeding is pending between the Purchaser and the Supplier regarding the claim. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.....

We, the.....Bank Limited do further agree that the Guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect up to..... Unless a demand or claim under this Guarantee is made on us in writing on or before.....we shall be discharged of all liabilities under this Guarantee thereafter.

We, the.....Bank Limited further agree with the Purchaser, that the Purchaser, shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend the time of delivery of the specified items in the Contract 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 supplier and to forebear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by the reason or any such variations or extension being granted to the said Supplier or for any forbearance act or omission on the part of the Purchaser, or any indulgence by the Purchaser, to the said Supplier 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 Limited 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.....or such lesser sum as may then be due to the Purchaser and as the Purchaser may demand.

We, the.....Bank Limited lastly undertake not to revoke this Guarantee during this currency except with the previous consent of the Purchaser in writing. The Bank has under its constitution

power, to give this Guarantee and Mr.....,Manager who has signed it on behalf of the Bank has authority to do so.This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier.

Dated.....day of.....

for.....Bank Limited

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

ANNEXURE - D
PERFORMANCE BANK GUARANTEE FORMAT

To
M/s. North Eastern Coalfields,
Coal India Limited,
P.O.Margherita-786 181.

Messers.....a Company having its office at.....
.....hereinafter called the Seller has entered into a Contract No.....dated.....(hereinafter called the said Contract) with North Eastern Coalfields, Coal India Limited (hereinafter called the Purchaser) to supply equipment on the terms and conditions contained in the said contract. It has been agreed that hundred percent (100%) payment of the value of the ordered items will be made to the Seller in terms of the said contract on the Seller furnishing to the Purchaser a Bank Guarantee for the sum of Rs.....equivalent to 10% of FOR destination value of the order as security for the due and faithful performance of the terms of the said contract and against any loss or damage caused to or would be caused to or suffered by Purchaser by reason of any breach by the said Seller of any of the terms and conditions contained in the said contract.

The.....Bank having its office at.....
.....has at the request of 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 of 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.....Bank Limited, further agreed 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.....months from the date of the bank guarantee) we shall be discharged from all liability under this guarantee thereafter.

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

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

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

6. The Bank has under its constitution power to give this guarantee and Mr....., Manager, who has signed it on behalf of the Bank has 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 authorized person

For and on behalf of the Bank.

