



**NORTH EASTERN COALFIELDS  
COAL INDIA LIMITED  
(A GOVERNMENT OF INDIA ENTERPRISE)  
P.O.MARGHERITA-786 181.**

Ph. 03751-220329 .Fax: 03751-220354 .Email:- gmmrg1@sancharnet.in  
( UNDER JURISDICTION OF GUWAHATI(ASSAM) HIGH COURT ONLY)

**(TWO-COVER SYSTEM)**

NOT TRANSFERABLE BY REGISTERED POST

**TENDER NO. NEC/09-10/6**

**DT. 27/5/2009**

Issued against MONEY RECEIPT NO. / DEMAND DRAFT NO.:

**Earnest Money Deposit :-28000/-**

**Tender Fee:- Rs.2000/-(Non- Refundable)**

**Last Date of Tender Sale :- 29/6/09 upto 3. 30 P.M.**

To,



1. Sealed Bids are invited in TWO COVER SYSTEM are invited for the supply, Installation & Commissioning of **LIGHT Motor Vehicle A.C. Sedan Car.1500 to 2000cc engine:- 2 Nos.** as per the scope of supply/ technical specifications attached at Appendix `B.`. Terms and conditions given below:
2. The Bids must be submitted on or before **3.30 P.M. of 29/6/2009** which will also be the closing time of the tender
3. Cover-I Commercial & Technical Bid shall be opened at 4 P.M. on the same day in the presence of the representatives of the bidders who choose to remain present. Cover-II Price Bid of tenderers who have qualified against Cover-I will be opened at later date to be communicated to the qualified tenderers. In unforeseen cases if the date of opening of tenders happens to be a holiday, the tenders shall be opened at 4 P.M. on the next full working day.
4. The Bids must be submitted, in duplicate, in sealed cover and the outer envelopes addressed to the purchaser should be superscribed with the name and address of the tenderer, tender number and the date of opening.
  - 4.1 Offers must be sent in double covers unless otherwise indicated. The inner covers should also bear the name and address of the tenderer, tender number and the date of opening. Failure to follow the instructions will render the tender unacceptable. The bids should be submitted to Materials Manager, North Eastern Coalfields, Coal India Limited, P.O.Margherita -786 181.. The tender may also be dropped in the tender box provided for the purpose in the above office. Incomplete offers and offers received after due date and time of submission of tenders are liable for rejection and may not be opened without assigning any reasons. Offer received through FAX, TELEGRAM or E-mail will not be considered unless specifically permitted/requested in the NIT,
  - 4.2 The bidders must submit their offer in two separate sealed covers and these two covers should be put in a outer cover bearing the tender no . Cover-I will contain Para wise response to the technical and commercial details of the NIT and Cover-II will contain price details(If there are more than one item in a tender, price bid of each item should be enclosed in a separate sealed envelope superscribed "Price Bid for Item No. \_\_\_" and all such envelopes for each of the items should be enclosed in a master cover superscribed with Cover-II PRICE BID indicating the tender reference and due date of opening). Such bidders who have downloaded the tender document from our website and have not purchased the same from our office, are required to submit a third cover containing the **tender fee for the amount specified in the advertisement in the form of A/C Payee Demand Draft/Bankers Cheque Payable to Coal India Limited** at Margherita..In case such tenderer claims exemption for payment of tender fee, the third

envelope should contain self certified copy of documents proving entitlement for exemption from payment of tender fee. The third cover should be superscribed with "Tender Fee, Tender No, Due date of Opening and Name and Address of the tenderer". Tender Documents downloaded from our website but not accompanied with the tender fee/exemption document as specified above will be liable for rejection. The Cover-I will be opened on 29/6/2009 ,at 4 PM and Cover -II will be opened after evaluation of Cover-I. The Cover-II of only the technically and commercially acceptable bidders shall be opened for which separate intimation will be given to the technically and commercially acceptable bidders.All the pages & enclosures (except printed catalogues/Leaflets) of Cover-I & Cover-II should be sealed & signed failing which offer is liable for rejection.

#### **5) ELIGIBILITY CRITERIA OF BIDDERS**

5.0. As specified in Appendix "A".THE BIDDERS SHALL ESSENTIALLY 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. FAILURE TO SUBMIT THE DOCUMENTS SHALL RENDER A TENDER UNACCEPTABLE.SUBMISSION OF ORDER COPIES ETC IN CASE OF DGMS APPROVED ITEMS SHALL NOT BE NECESSARY. HOWEVER, BIDDERS FOR THESE ITEMS SHALL SUBMIT COPY OF ORIGINAL DGMS APPROVAL WITH LATEST VALIDITY EXTENSION, IF ANY. THEY WILL ALSO SUBMIT COPY OF LATEST BIS SPECIFICATIONS. THESE DOCUMENTS WILL ALSO BE DULY AUTHENTICATED BY THE BIDDERS (STAMPED AND SIGNED) .DGS&D/NSIC Registration Certificate/BIS Licence & Certificates issued by Statutory Bodies should be duly authenticated by NOTARY PUBLIC.

6. The bidders are required to quote their ROCK BOTTOM RATES. The rate shall be quoted by the bidders for supply on FOR Destination basis to our Central Stores , P.O.MARGHERITA-786 181 ASSAM. The offer should indicate rate per unit, discount if any, total price and delivery terms in the following format:

a) DESCRIPTION b) QNTY c) BASIC EXWORKS PRICE d) EXCISE DUTY e) SALES TAX f) P&Fcharges g) Freight h) Transit Insurance i) Other charges

j) **Landed cost**

NOTE: YOUR PRICE BID MUST BE SUBMITTED IN THE ABOVE FORMAT AND IT MUST BE CONFIRMED BY YOU THROUGH A SEPARATE CERTIFICATE IN COVER-I CONFIRMING THAT YOUR PRICE BIDS HAVE BEEN SUBMITTED ALONG WITH THE NECESSARY INFORMATION IN THE ABOVE FORMAT IN COVER-II. PLEASE NOTE THAT IN NO CASE PRICE SHOULD BE DISCLOSED IN COVER-I. FAILING TO COMPLY THE ABOVE, YOUR OFFER MAY BE LIABLE FOR REJECTION.PLEASE SUBMIT YOUR OFFER GIVING THE REFERENCE OF TENDER ITEM SL. NO. PRICE MUST BE TYPED IN FIGURES AND WORDS. HAND WRITTEN PRICE BIDS SHALL BE REJECTED. PLEASE CONFIRM IN COVER-I ONLY, THAT TYPE WRITTEN PRICE BID HAS BEEN SUBMITTED.

i)Conditional discounts shall not be accepted. Cash discounts or prompt payment discounts will also be treated as conditional discounts. Only unconditional discounts will be taken into account for arriving at total price.

7. The Bidders from overseas countries(if they qualify against Eligibility Criteria indicated in Appendix-A) shall quote the prices on FOB port of shipment basis . The details in Cover - 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 Cover-II (Price Bid). In case, the bidders (from overseas countries) do not have any Indian Agents, it should be clearly mentioned in Cover-I.

8. Unless otherwise specified in the NIT, the prices quoted must be FIRM and the offers made must remain open for acceptance for 180 days from the date of opening of the tender. Unless otherwise specified in the NIT, OFFERS WITH VARIABLE PRICES SHALL NOT BE CONSIDERED.

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

10. The Bidders from India shall confirm their acceptance of the following **Payment Terms:**"100% payment within 21 days after delivery of equipment and receipt and acceptance of performance Bank Guarantee The payment shall be made by an account payee cheque"or **DGS&D RATE CONTRACT PAYMENT TERMS.**

11. The bidders should quote their best possible delivery period indicating the period of commencement and completion of delivery and preferably the rate at which supplies shall be made every month. Normally extension of delivery period will not be granted. However, in case extension of delivery period becomes essential, the supplier will send their request for extension of delivery period to the purchaser before expiry of delivery period. In the event of failure to supply the ordered material within the stipulated delivery schedule, the successful tenderers must obtain extension of delivery period, with or without liquidated damage, before despatch/supply of the ordered goods. Supplies made without obtaining extension of delivery period shall be liable for non acceptance at the stores.

12. Supply order, if placed, will be subject to the General terms and conditions given separately.

13. If the order is placed on the assurance of earlier delivery offered in preference to the lowest acceptable offer, in case of failure, the successful bidder will be liable to pay the difference between the lowest acceptable offer and the price at which the order is placed on the successful bidder.

14. The bidders will confirm their acceptance of the following Liquidated Damage Clause:

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

a) If the supplier fails in performance of the contract within the time fixed under the contract or any extension thereof, the supplier shall be liable to pay as agreed to liquidated damages and not as penalty, a sum equivalent to 0.5% (half percent) of the contract price of items per week of such delay or part thereof. The supplier's liability for delay shall not exceed 10% (ten percent) of the contract price which may be increased to 15% at the discretion of NEC,CIL.

b) To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk and expenses of the defaulting supplier and also/or

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

d) To extend the period of delivery with or without liquidated damages as may be considered fit and proper. The liquidated damages if imposed shall not be more than the agreed liquidated damages referred to in CLAUSE 14 (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, North Eastern Coalfields, Coal India 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. North Eastern Coalfields, Coal India 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.

**15. Force Majeure Conditions** - If the execution of the Contract / Supply Order is delayed beyond the period stipulated in the Contract / Supply Order as a result of hostilities, declaration of embargo or blockade or flood, acts of nature or any other contingency beyond the supplier's control due to act of God, then NEC, CIL 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 NEC, CIL 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.

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

**17. PERFORMANCE BANK GUARANTEE** - The successful tenderer shall furnish a Performance Guarantee equivalent to 10% of the total value of the supply order / contract ( inclusive of Excise Duty and Sales Tax in case of suppliers from purchaser's country and the Marine Freight & Insurance, port charges and Customs Duty 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 to be forwarded alongwith the order. This Bank Guarantee shall be initially valid for a period of 18 months from the date of despatch of the item 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.

18. **COMPOSITE GUARANTEE / WARRANTY** - The supply shall be covered by the maker's standard guarantee as follows: The supplier shall warrant that the equipment supplied under the contract / supply order (a) Is new, unused and of current design not likely to be discontinued or become obsolete till the life of the offered equipment.

(b) Is in accordance with the contract specifications.

(c) Shall have no defects arising out of design, materials or workmanship.

The supplier shall guarantee for the satisfactory performance of the complete equipment/ stores for a period of 12 months from the date of commissioning or 18 months from the date of dispatch, whichever is earlier. In the event of any defects in materials, design and workmanship during the aforesaid period is found due to faulty design or poor workmanship, the defective 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. 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. 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.

19. **EARNEST MONEY DEPOSIT/SECURITY DEPOSIT:**

A) Earnest Money Deposit as stipulated in Appendix – B) **TECHNICAL SPECIFICATION** of the tender document, is payable by way of Demand Draft to Coal India Limited at Margherita must accompany the quotation i.e; Cover-I of the bid. For the unsuccessful tenderer the EMD will be refunded immediately after finalisation of the bid. EMD shall be 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 Demand Draft payable to Coal India Ltd at Margherita or by way of Bank Guarantee (Format of Bank Guarantee will be forwarded to the successful tenderer alongwith the order) 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. However, for overseas suppliers, the Security Deposit Clause will not be applicable.

20. **Taxes and Duties:**

a). Excise Duty, if applicable, will be payable extra on ex-works price only.

b) The supplier shall be entirely responsible for all taxes, stamp duties and other such levies imposed outside the Purchaser's country, including all Bank Charges.

c) The Purchaser shall bear all taxes, duties etc. within the contractual delivery period on submission of documentary evidence, levied by the Government or any other agency in the Purchaser's country- including all Bank Charges in case of imports.

c) Excise Duty - The legally applicable rate of Excise Duty should be clearly mentioned in the commercial bid (COVER I) and the rate and the value in the price bid (COVER-II).

In case the rate of excise duty is indicated as NIL in the commercial bid, the justification for the same should be furnished. In all other cases, rate of Excise Duty must be indicated separately. In case, however, Excise Duty is leviable in slabs, the details of slab must be indicated. Bids without details of Excise Duty shall be liable for rejection. In case of manufacturers indicating the rate of excise duty as NIL, they shall be required to certify on their each invoice that the goods supplied have been manufactured at their works and no Excise Duty is leviable. Refund/ Credit if any obtained should be passed on to us and should be certified by your Auditors.

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

Any other special terms that may also be included, if necessary.

21 Inspection and Tests:

- i) The purchaser or its authorised representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes.
- ii) 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.
- iii) Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods and make all alternatives necessary to meet specification requirements free of cost to the Purchaser.
- iv) 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.
- v) Final inspection shall be carried out at the consignee's end.
- vi) Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.
- vii) 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.

22) PURCHASE PREFERENCE TO PUBLIC SECTOR ENTERPRISES

The Purchase Preference to Public Sector Units will be applicable as per BPE/ GOVT. OF INDIA/Central Vigilance Commissions's guidelines being issued from time to time.

23. SPECIAL CONDITIONS:

23(1) Any document submitted by the bidders along with their bids MUST bear the signature of the bidder and the seal of the company. Unauthenticated documents shall not be entertained/accepted.

24) The bidders are requested to please note the following while submitting their offers;

“OFFERS WHICH DO NOT MEET TENDER REQUIREMENTS EITHER TECHNICALLY OR COMMERCIALY ARE LIABLE FOR REJECTION. CLARIFICATIONS MAY NOT BE SOUGHT FROM TENDERERS AFTER THE TENDERS (COVER-I) ARE OPENED” NEC, CIL RESERVES THE RIGHT TO ACCEPT OR REJECT ANY TENDER EITHER IN WHOLE OR IN PART WITHOUT ASSIGNING ANY REASONS WHATSOEVER

25. CHECK LIST CONFIRMING COMPLIANCE/ACCEPTANCE OF COMMERCIAL TERMS OF NIT:

Bidders are essentially required to complete and submit a duly signed check list in the format provided at Appendix “E”, along with their Techno-commercial Bid (Cover-I). The entries/confirmations made in the check list must correctly reflect the details of the offer made with respect to the particular term of NIT. In case of any deviation or difference in interpretation between the content of the offer and the check list, the entries/confirmation shown in the checklist shall supersede the contents of the bid and will be applicable and binding on the bidder. Offers without checklist or with incomplete checklist are liable for rejection.

26. In spite of mentioning that offers should be submitted by the tenderers on FOR Destination basis, in case a tenderer does not specify the basis of price or quotes on Ex- Works basis or FOR Despatching 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 Ex-Works price, will be loaded to arrive at the FOR Despatching station price. Insurance charge for loading purposes shall be considered as per the existing transit insurance contract concluded by the subsidiary/CIL plus Service Charges as applicable.

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

<b>Approximate Distance of Despatching Station from site station</b>	<b>% of FOR Despatching price</b>
Above 2001 KM	5%
1501 to 2000 Km.	4%
1001 to 1500 Km.	3%
501 to 1000 Km.	2%
500 KM and below	1%

**However**, if the firm quoted the exact amount of freight or packing and forwarding charges, the same shall be added in place of the above percentage amount.

27. For firms not accepting the Liquidated Damages Clause, the maximum L.D. applicable at 15% will be loaded on quoted rates.

28. **VENDOR RATING: Objective:** Selection of vendors/ sources with a consistent record of maintaining adequate standards in respect of quality of products and reliability in supply.

The following Vendor Rating System, where parameters such as price, quality and delivery against each tender / order placed on different vendors shall be followed in future. This system shall be followed after NEC, CIL establishes enough data. If this system cannot be followed in the present tender, the data may be utilized for future tenders. Hence, bidders are requested to quote accordingly.

**Quality performance:** Measure of ratio of quantity of materials supplied as per specifications against total quantity of supply. The quality performance index can be obtained by

$$\text{Quality performance Index (QPI)} = \frac{(Q_a + 0.5 \times Q_r) \times 100}{Q_s}$$

Where  $Q_a$  = Quantity accepted as per specifications

$Q_r$  = Quantity accepted after replacement

$Q_s$  = Quantity supplied i.e. any material / equipment has been accepted after rectification / repair / replacement weightage shall be given as 50% instead of 100%.

**Delivery Performance:**

In case of completed supply:

$$\text{Delivery performance Index (DPI)} = \left( \frac{Q_a}{Q_c} + \frac{Q_b}{Q_c} \times \frac{T_c}{T_a} \right) \times 100$$

Where  $Q_a$  = Quantity supplied in time

$Q_c$  = Quantity ordered

$Q_b$  = Quantity supplied beyond original delivery period

$T_c$  = Original delivery period in days

$T_a$  = No. of days taken to complete supply, including delayed supply

In case of incomplete supply, after expiry of extended delivery period

$$\text{Delivery performance Index (DPI)} = \left( \frac{Q_a}{Q_c} + \frac{Q_b}{Q_c} \times \frac{T_c}{T_a} \times 0.5 \right) \times 100$$

$T_a$  = No. of days taken upto the last delivery date

i.e. 50% weightage is given as the delivery is not completed even after extension of delivery period.

**Price Performance Index:**

$$\text{Price Performance Index} = \left[ 2 - \frac{Q_p}{O_p} \right] \times 100$$

Where  $Q_p$  = Quoted price

$O_p$  = Ordered price

**COMPOSITE INDEX :** composite Index will be obtained by giving weightage to the above three performance parameters as below:

Quality performance 40% Price Performance 40% Delivery performance 20%

The Composite Index of performance =  $(0.4 \times \text{QPI} + 0.4 \times \text{PPI} + 0.2 \times \text{DPI})$

A Vendor who is classified in "D" group for two consecutive years shall either be deregistered or removed from the approved list for sending Limited tender Enquiries. If the bidder participate in an advertised tender in 2 cover system, their price bids shall not be opened.

**MATERIALS MANAGER.**

Encl: as above.

## **APPENDIX – A**

### **ELIGIBILITY CRITERIA OF BIDDERS**

**5.1. Bidders falling in the following criteria shall only be considered:**

**5.1.0. Proven Indigenous Manufacturers/Sole Selling Agents& Authorised Dealers ( In case the Manufacturers as a matter of policy do not quote directly)**

**5.1.1. Bidders who have not supplied the quoted item to North Eastern Coalfields, Coal India Limited but are having relevant ISO Certification or BIS specification with ISI marking and have also successfully supplied the quoted item to Government Departments or Government Undertakings,**

**OR**

**5.1.2. Bidders who have successfully supplied to NEC ,CIL or other CIL subsidiaries.**

**APPENDIX – “E”**

**CHECK LIST FOR COMMERCIAL TERMS & CONDITIONS**

<b>SL. NO</b>	<b>COMMERCIAL TERMS &amp; CONDITIONS</b>	<b>REMARKS (Accepted/Not accepted)</b>
1.	Status as manufacturer (Whether NSIC/SSI Registered)	
2.	Validity of offer is for 180 days from date of opening of tender	
3.	Price are kept FIRM	
4.	a) FOR Destination rates are stipulated	
	b) Packing & Forwarding:	
	c) Freight:	
	d) Insurance	
5.	a) Excise Duty: (With present applicable rate)	
	b) Sales Tax: (With present applicable full rate and concessional rate with declaration form)	
6.	Delivery Period (With commencement & completion period and rate of supply)	
7.	Payment Terms as per N.I.T TERMS	
8.	Liquidated Damages Clause as per N.I.T. TERMS	
9.	Force Majeure Condition as per N.I.T. TERMS	
10.	Price Fall Clause as per N.I.T. TERMS	
11.	Earnest Money Deposit/Security Deposit Clause	
12.	. Guarantee/Warranty:	
13.:	Performance Bank Guarantee	
14	Inspection	
15.	Past purchase order copies:	
16.	Other Terms if any:	
17.	Typed Price Bid:	
18.	POINTWISE /PARAWISE CONFIRMATION TO NIT TECHNICAL SPECIFICATION	

**NOTE:** The Bidder must indicate clearly in the remarks column whether they have unconditionally accepted/complied with the NIT conditions. No clarification will be asked. Please refer to clause 26 to NIT in this regard.

**SIGNATURE OF THE BIDDER**

## **APPENDIX 'C'**

### **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 are 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 not with standing 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. 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 Demand Draft to Coal India Limited at Margheirita 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 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/SecurityDeposit.

#### 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 reimburse to the purchaser the freight paid by the purchaser.

**k. NOTIFICATION OF RESULT OF INSPECTION**

Unless otherwise provided in the specification or schedule, the examination of the stores will be made as soon as practicable after the same have been submitted for inspection and the result of the examination will 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 of 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 exists 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 to be rendered 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 to 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 enter 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 or Manager on behalf of the Debenture-holders in circumstances which entitle the court of 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 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 :

**“100% payment within 21 days after delivery of equipment and receipt and acceptance of performance Bank Guarantee The payment shall be made by an account payee cheque” or DGS&D RATE CONTRACT PAYMENT TERMS.**

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 form 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.

## APPENDIX-B TECHNICAL SPECIFICATION

**TENDER NO.NEC/09-10/6, DT.27/5/2009**

**EARNEST MONEY DEPOSIT :- Rs.- 28000/-**

**TENDER FEE :- Rs. 2000 - per set.**

**Equipment Specification of Air-conditioned Light Motor Vehicle Sedan Car**

Light Motor Vehicle Sedan Car , Air-conditioned, Engine Capacity 1500 to 2000 cc.,Bharat II/III variant

QNTY :- 2 Nos.

### **A.1 Supplementary Items**

I. The Equipment shall be provided with a comprehensive tool kit, which shall include any special tools required for erection, commissioning and for the maintenance and repair of all the Equipment.

II. First fill of all oils, grease and lubricants needed for test and commissioning of each equipment.

### **A.2 Information and Drawings**

The Supplier shall provide for each equipment

(a) One suitably illustrated copy of Operating, Repair and Maintenance Instructions, written in the English language substantially bound in book form;

(b) One suitably illustrated copy of detailed Spares Parts Manuals covering all plant, Equipment and accessories substantially bound in book form;

The Supplier shall also submit the data identified in the specifications for each item of Equipment proposed The Supplier shall provide two sets of Operating, Repair & Maintenance Manual as well as Spares Parts Manuals against each order of equipments irrespective of their quantity shall be submitted to DEPOT OFFICER,CENTRAL STORES, P.O.Margherita-786 181.

### **A2 Spare Parts Provisions**

#### **A.2.1 Availability of Spare Parts.**

All items and Equipment proposed shall be of current design and manufacture. The Supplier shall warrant that sufficient spares and servicing facilities will be available to maintain the Equipment in use throughout its life.

#### **A.2.2 Provision of Spare Parts**

The Bidder shall stock sufficient fast moving & maintenance and other spares in their Local Depots to ensure maximum availability of their equipment

#### **A.2..3 Emergency Spare Parts**

The Bidder shall ensure that Spare Parts required urgently by the Purchaser for repair of breakdown equipment are supplied at over riding priority .

#### **A.2..4 Lifetime Spare Parts**

The Supplier undertakes and guarantees to produce and maintain stocks, to be available for purchase by the Purchaser under separate agreement, of all Spare Parts and Consumables as may be required for maintenance and repair of the Plant throughout its working life. In the event that the Supplier wishes to terminate production of such Spare Parts, the Supplier shall:

(a) give not less than six months notice in writing of its intention to terminate production in order to permit the Purchaser reasonable time in which to procure needed requirements; and

(b) immediately following termination, provide to the Purchaser at no cost, manufacturing drawings material specifications and all necessary permissions to facilitate manufacture of the Spare Parts elsewhere. In any event, the Supplier shall not seek to terminate manufacture of spare parts for a period of not less than ten (10) years from Taking-Over.

#### **A.2.5 Oils, Lubricants and Fluids**

Not less than one (1) month before the scheduled date for Acceptance, the Supplier shall provide to the Purchaser a detailed schedule of all necessary oils, lubricants, fluids and the like for the operation and maintenance of Equipment. The schedule shall indicate estimated annual consumption and specify the appropriate international standard number or the name and reference number of an equivalent available in India considered to be acceptable by the Supplier.

#### **A.2. 6 General**

Nothing in this Clause B.5 shall relieve the Supplier of any Guarantee, Availability, Performance or other obligations or liabilities under the Contract.

#### **A.6 Composite Warranty / Guarantee**

The Bidder shall warrant that the equipment supplied under this contract is :--

a) In accordance with the contract specifications.

b) The equipment shall have no defects arising out of design; material or workmanship & the Complete Equipment shall be warranted for 12 months or 3000 Hrs (whichever is earlier) from the accepted date of commissioning.

The warranty shall cover for total equipment so that ultimate responsibility lies only with the Equipment Bidder although components may be supplied by different suppliers to the Bidder.

#### **A 7 Performance Guarantee**

##### **A.7.1 Introduction**

A.7.1.1 The Supplier shall guarantee that the Equipment supplied pursuant to this Contract shall be available for use by the Purchaser and shall meet the performance criteria specifications at the level and in accordance with the terms and conditions of the Availability Guarantee herein contained.

A.7.1.2 Where Equipment supplied under the Contract fails to meet the criteria of the Availability Guarantee, the Supplier shall, at its own cost, provide suitably qualified and experienced personnel at Site to demonstrate to the Purchaser's satisfaction that the required level of availability can be achieved and maintained.

A.7.1.3 The Supplier shall provide the Services of such personnel at Site within seven (7) days of notification by the Purchaser that the availability criteria has not been met in any one (1) month.

**MATERIALS MANAGER.**

