



## EASTERN COALFIELDS LIMITED

(A Subsidiary of Coal India Limited)

Office of the Chief of Medical Services (I/C), Central Hospital, Kalla,  
Asansol.Burdwan,713340

### Publication of Corrigendum in ECL Web Site.

Against Limited Tender Enquiry No: ECL/CHK/PUR/LTE/Sanitation Items/21/116 dtd 09.01.2021 to be opened on 06.02.2021, the required quantity has been inadvertently mentioned taking into consideration the requirement for a period of Six months instead of (01) One year.

The revised quantity of Sanitation items shall be as under,

#### ***SCHEDULE OF SPECIFICATIONS AND REQUIREMENT***

Sl. No.	Name of the medicines	Unit	Required Qty (as mentioned in the NIT)	Revised Qty (As per Indent)
1	Phenyl (Disinfectant Fluid)	LTR.	348	696
2	Lysol (Cresol solution IP) Lysol (Cresol solution IP)	LTR.	396	792
3	White Phenyl	LTR.	594	1180
4	Muriatic Acid	LTR.	198	395
5	Bleaching Powder	Kg.	198	395
6	Broom Stick (Length 1.5mtr.)	Kg.	78	156
7	Sodium Hypochloride (5ltr. Jar with properly sealed condition).	LTR.	50	100

Further, a fifteen days minimum extension may also be provided in this regard as stipulated for issuance of Corrigendum, since the scheduled date & time for opening of the tender is on 06.02.2021.

Schedule of dates	As mentioned in the NIT	To be revised as
Last Date and Time of receipt of Tender	Up to 10.00 A.M. on 06/02/2021.	Up to 10.00 A.M. on 26/02/2021.
Date and Time of Opening of Tender	At 12.00 P.M. on 06/02/2021.	At 12.00 P.M. on 26/02/2021.

The complete tender document is available on the web site [www.easterncoal.gov.in](http://www.easterncoal.gov.in) for downloading only.

Chief Medical Officer (Admin)  
Central Hospital, Kalla.

	<b>Eastern Coalfields Limited</b> <b>(A Subsidiary of Coal India Limited)</b> <b>A Government of India Undertaking</b> Central Hospital, Kalla, Asansol, PO- Kalla, Dist-Paschim Burdwan, West Bengal (Pin No. 713340) Web: <a href="http://www.easterncoal.gov.in">www.easterncoal.gov.in</a> E-mail: <a href="mailto:kallahospitalstores@gmail.com">kallahospitalstores@gmail.com</a> CIN-U10101WB1975GOI 030295
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**BY SPEED POST**

**Limited Tender Enquiry**

Tender No. : ECL/CHK/Pur/LTE/Sanitation Items/21/116

Date: 09/01/2021

**ELIGIBLE FOR PARTICIPATION BY ANY PROSPECTIVE BIDDERS.**

To

- (i) M/s. Ashoka Enterprise, Gopal Nagar, P.O.-C.H.Kalla, Asansol-713340.
- (ii) M/s. Friends Enterprise, Saraswati Mansion, 68/69, Dr. R.C.Banerjee Lane, Thana Road, Asansol-713301.
- (iii) M/s. Medi Surgico, Sumangal Plaza, Room No.-G-20, Raha Lane, Asansol-713301.
- (iv) M/s. Jaya Medical, 94(N), N.S. Road, Asansol-713301.

Dear Sir,

**Sub: Supply of Sanitation Items to Central Hospital, Kalla, ECL**

Please submit your quotation in One Cover system in sealed cover for supply of Sanitation Items mentioned in schedule of requirement as per terms & conditions and “General Terms & Conditions of supply of Stores” contained in this tender document.

Quotations are to be submitted in duplicate to the Office of the Chief Medical Officer, Central Hospital, Kalla, Eastern Coalfields Limited, P.O. Kalla, Dist- Paschim Burdwan, West Bengal (India), PIN. 713340 on or before the last date & time of submission of tender as mentioned below:-

Last Date and Time of receipt of Tender : Up to 10.00 A.M. on **06/02/2021**.

Date and Time of Opening of Tender : At 12.00 P.M. on **06/02/2021**.

Sl	Key indicator	Details
1	Tender value	Rs 1,82,748.71/-
2	EMD	NIL

Enclosures:

- 1) Important Terms and Conditions of Supply
- 2) Commercial Terms applicable to the Tenderers.
- 3) Mode of Submission of Tender.
- 4) Schedule of Requirement.
- 5) General Terms & Conditions of supply of stores.

Yours faithfully,

Dy. MANAGER (MM)

**TENDER DOCUMENT****Enclosure –1****Important Terms and Conditions of Supply**

Sealed Tender in duplicate are invited from you for supply of medicines as per the specifications, requirement and terms and conditions enclosed. The tenderer must submit offer in One Cover system as per Mode of Submission of Tender enclosed. Offers submitted otherwise will be summarily rejected.

**Tender will be governed by the following conditions:-**

- 1) Offer should conform to the specifications indicated in the schedule attached.
- 2) Quotations duly signed with seal on all pages of the tender / offer including all enclosures should be submitted with the tender except printed leaflets/catalogues. Offer received without signature and seal on all the pages of the techno-commercial bid and price bid shall be rejected.
- 3) Only typed quotations shall be considered. Hand-written quotations will not be accepted. Quotations erased / overwritten without proper authentication will be rejected. Similarly, tenders sent through telegram/telex/fax/e-mail will not be considered.
- 4) Tender form must be returned along with the quotation duly signed and stamped as a token of acceptance of all the terms and conditions of this tender. Tender forms purchased by one firm are not transferable to another firm.
- 5) Your printed terms and conditions of sale shall not be considered for our acceptance. You are requested to submit your offer complete in all respects maintaining Serial No. of items, terms and conditions as per tender documents along with all supporting documents failing which offer may not be considered and no further clarification on technical and commercial aspects may be entertained.
- 6) In case due date of opening is holiday or Sunday or there is local strike/bandh, tender will be opened on the next full working day.  
A tender which has not been submitted within the due date and before the due time of submission of the tender will not be considered. Any relaxation in this respect will not be entertained.
- 7) Rate must be quoted in unit mentioned in the schedule.
- 8) Incomplete tenders are liable to be rejected.
- 9) Purchaser reserves the right to accept or reject partly or fully all the tender without assigning any reason thereof.
- 10) Tenderers intending to attend the tender opening should bring proper authorization letter from their management to attend the tender opening.
- 11) Following correction / modification to the “General Terms & Conditions of Supply of Stores” enclosed may be noted as under :-
  - i. Clause no. 7. (v) – the offer must remain open for at least four months from the date of tender opening.
  - ii. Clause no. 31 - Terms of Payment shall be as indicated in the Commercial Terms and Conditions.
- 12) The packing for all the materials quoted shall conform to the requirements of the carriers.
- 13) All disputes are subject to Asansol Jurisdiction.
- 14) In case of any dispute, the decision of Dir (T)-P&P/CMD of the Company will be final.

Dy. Manager (MM)

**COMMERCIAL TERMS APPLICABLE TO THE TENDERERS.**

The commercial terms which shall be applicable to the tenderers are given below:-

1. This tender Enquiry is for supply of tendered Sanitation Items.
2. **Price**: Please submit your price for the items mentioned in the list.

The price must be quoted on landed price basis for supply to ECL-Central Hospital, Kalla, P.O. CH Kalla, PIN – 713340, District Burdwan, West Bengal. The final price to be charged by you must clearly be spelt out indicating the following separately.

- a) Basic ex-works price and Ex-go down / ex-Depot price as applicable.
- b) Packing and Forwarding charges.
- c) GST applicable in percentage.
- d) Road transportation charges.
- e) Transit Insurance charges.
- f) Final Landed price.

3. **Taxes & Duties**:

- a) Taxes and duties shall be payable extra as legally leviable. Further, in case of reduction in the tax structure, the benefit shall be passed on to ECL.
- b) “Appointed day” means the date on which the provisions of GST Acts shall come into force;
- c) **Supplier** – “supplier” in relation to any goods or services or both, shall mean the person supplying the said goods or services or both and shall include an agent acting as such on behalf of such supplier in relation to the goods or services or both supplied;
- d) Bidders are liable to be registered under GST. Unregistered firms are not allowed to participate in this tender and bids submitted by unregistered firms, if any shall be ignored. EMD submitted by such bidders, if any, shall be forfeited.
- e) Composition Scheme: As per Section 10(2)(c) & Section 10(2)(e) of CGST Act, supplier of goods if “engaged in making any inter-State outward supplies of goods OR he is a manufacturer of such goods as may be notified by the Government on the recommendations of the Council”, then he shall not be eligible for a bid under Composition Scheme. Where the bidder has opted for composition levy under Sec 10 of CGST Act, he should declare the fact while bidding and submit a certificate from practicing chartered accountant / cost & management accountant / company secretary to this effect along with GST registration certificate.
- f) Bidders should upload GST registration certificate in the folder “COMMERCIAL DOCS” under the Technical cover.
- g) CGST & SGST: For intra-state sale, if the bidder is having local office/warehouse in the state of supply and is having valid Goods & Services Tax Identification Number (GSTIN) in that state, then CGST and SGST shall be payable to the bidder as per prevailing CGST and SGST rates.
- h) IGST: For inter-state sale, if the bidder is not having local office/warehouse in the state of supply and is having valid Goods & Services Tax Identification Number (GSTIN) in that state of dispatch, then IGST shall be payable as per prevailing IGST rates.
- i) GST Compensation Cess: Normally GST Compensation Cess is not applicable for the items purchased by ECL except for Motor vehicles. For purchase of Motor vehicles GST Compensation Cess shall be paid as per prevailing rates.
- j) The Tax Invoice raised by the supplier must be in compliance of relevant GST Acts, rules & notifications made there under and should bear the GSTIN 20AAACE7590E3ZX of ECL in case of supply to Areas/units of ECL within the state of Jharkhand and GSTIN 19AAACE7590E1ZI of ECL in case of supply to Areas/units of ECL within the state of West Bengal. The rate and amount of CGST, SGST, IGST, and GST (Compensation to state) cess, related to supply of goods, shall be shown separately in tax invoice. In case the bidder has opted for composition levy, the Bill of Supply shall be raised by him in compliance of relevant GST Acts, rules & notifications made there under.

- k) The CGST & SGST, IGST and GST (Compensation to state tax), as applicable at the time of supply, shall be paid extra against submission of proper Tax invoice, as referred above, by the supplier so that ECL could be able to avail Input tax credit of such CGST, GST, IGST, GST(compensation to state cess) reflected in the invoice.
- l) ECL avails Input Tax Credit as per GST Act and rules framed there under for the goods/services for which the same is available. Tenderers are therefore advised to quote CGST & SGST or IGST applicable on the quoted items separately. While comparing the quoted prices, ITC shall be taken into consideration and comparison will be made accordingly. Bidders on whom orders are placed should submit transporter copy of invoice at the time of supply of material wherever ITC is applicable.
- m) If ECL fails to claim Input Tax Credit (ITC) on eligible inputs and Capital Goods or the ITC claimed is disallowed due to failure on the part of the supplier of goods and services in incorporating the tax invoice issued to ECL in its relevant returns under GST, payment of CGST & SGST or IGST shown in the invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes based on such tax invoice shall be recovered from the current bills or any other dues of the supplier.
- n) The amount of CGST & SGST or IGST and GST Cess, as indicated in the Tax Invoice shall be paid only when they appear in GSTR 2A of ECL and the supplier has filed the valid return in accordance with the provisions of the GST Act and the rules made there under. Payment of GST and GST compensation cess is the responsibility of the supplier.
- o) In the event of any additional tax liability accruing on the supplier of goods and/or services due to classification issue or for any other reason, the liability of ECL shall be restricted to the amount of GST charged on the original tax invoice issued by the supplier.
- p) In addition to above, such duties, taxes, levies etc. which is notified after the last date of submission of bid and / or any increase over the rate existing on the last date of submission of bid shall be reimbursed on production of documentary evidence in support of payment actually made to the concerned authorities. Similarly, if there is any decrease in such duties, taxes, levies etc the same shall become recoverable from the supplier. The details of such duties, taxes, levies etc along with rates shall be declared by the bidder.
- q) The e-way bill, if any, required in connection with supply of goods or services shall be arranged by the supplier. However, the e-way bill would be arranged by ECL if provision of the relevant Act and the rules there under specifically state that the e-way bill is required to be issued by recipient of goods.
- r) TDS: The TDS, if applicable, shall be made at applicable rate from the payment made or credited to the supplier.
- s) In the event of recovery of any claim towards LD charges, penalty, fee, fine or any other charges from the supplier / vendor, the same will be recovered along with the applicable GST and the amount shall be adjusted with the payment to be made to the supplier / vendor against their bill / invoice or any other dues.

#### 4. **Price Bid/BOQ details**

- a) The rate quoted by the supplier shall be exclusive of CGST, SGST, IGST and GST (Compensation to state tax) cess. Item wise each element of cost shall be indicated in respective column specifically provided for that. Item wise rate of CGST & SGST or IGST and GST (Compensation to state tax) cess, applicable at the time of bidding, shall be indicated by the bidder in respective column. If the bidder has opted for composition levy, no tax under GST shall be charged by him in the bill of supply & shall mention the words “composition taxable person, not eligible to collect tax on supplies” at the top of the bill of supply issued by him.
- b) The tenderer has to fill up the following data in the BOQ excel sheet,
  - i. HSN code of the tendered item,
  - ii. Basic price of the tendered item and other incidental charges like packing & forwarding, freight and insurance charges etc; as per scope of BOQ,
  - iii. Type of GST charged on basic price i.e. IGST OR ‘CGST plus SGST’
  - iv. Rate of GST applicable,
  - v. GST compensation cess- rate and amount, if applicable for tendered item
  - vi. Installing & Commissioning (I&C) charges, if required as per scope of BOQ
  - vii. Type of GST charged for I & C charges i.e. IGST OR ‘CGST plus SGST’
  - viii. Rate of GST applicable on I&C charges,
  - ix. Any other details as per requirement of BOQ

## 5. Price bid evaluation

- a) The evaluation of tender shall be done based on cost to company basis. The cost to company shall be ascertained by reducing the total Value (including taxes and duties) quoted by the bidder by the amount of CGST & SGST or IGST, GST (Compensation to state) cess eligible for input tax credit. The L1 shall be decided based on cost to company ascertained in manner suggested above.
- b) The prices quoted shall be compared on 'composite evaluated price' basis i.e., on "TOTAL COST TO ECL" basis after adding quoted price and GST amounts and allowing set-offs on account of Input Tax Credit (ITC), if applicable for the tendered items as per scope of BOQ.
- c) The composite evaluated price thus calculated by the system shall be reflected in the BOQ and the same shall be considered by the system for deciding L1 which would be indicated under the heading "**Rate with Tax**" in the BOQ comparative chart.
- d) Conditional discount, including quantity discounts, shall not be considered. If a bidder offers a rebate unilaterally after closing date and time of bid, it will not be considered for evaluation purpose but the rebate offered may be availed of while awarding the contract if the bidder emerges as a lowest evaluated bidder.
- e) The Input Tax Credit on all GST amounts shall be deducted from landed price to arrive at the composite evaluated price, in case ECL is eligible to avail the benefit of ITC of tendered items as per GST Act and rules framed there under.
- f) If at a later stage, it is found that Input Tax Credit available to ECL is less than the amount considered for evaluation, the difference shall be recovered from the bills of the supplier.

## 6. **Insurance:** Insurance shall be arranged by the supplier.

7. **Schedule:** Delivery should be on FOR Destination (Door Delivery) Basis and to be completed within 30 days which shall be reckoned from the 10<sup>th</sup> day from the date of Purchase order. After expiry of the delivery period, quantity, if any, outstanding for supply, should be supplied only after obtaining extension of delivery period from the office of the CMO.

Delivery quoted by you shall be taken as the essence of the contract. Our delivery requirement is mentioned at Enclosure 4 which should be adhered to. The delivery terms should be quoted on FOR destination (door delivery) basis. In the event of failure to deliver or dispatch the Stores with the stipulated date / period in accordance with the samples and / or specifications mentioned in the supply order and in event of breach of any of the terms and conditions mentioned in the supply order, ECL will have the right to any or all of the following:-

- a) To recover from the successful tenderer as agreed, Liquidated Damages, a sum not less than 1/2% (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 the 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% (fifteen percent).
- b) To purchase elsewhere, after due notice to the successful tenderer on their 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
- 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 delivery period with or without penalty, as may be considered fit and proper. The penalty, if imposed, shall not be more than the agreed liquidated damages referred to in clause (a) above.
- e) To forfeit the security deposit in full or in part.

- f) whenever under this contract a sum of money is recoverable from any payable by the supplier, CIL and its subsidiary companies 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 to CIL/its subsidiary companies on demand the remaining balance. The successful tenderer shall however not be entitled to any gain on any such purchase.
8. **Payment Terms:** 100% payment will be made by e-payment within 21 days of receipt and acceptance of materials at consignee's end or submission of bills together with documents stipulated in the order, whichever is later. (Note : If any Payment terms contrary to above has been mentioned in the Enclosure 4, the terms contained in Enclosure 4 shall prevail).
  9. **Price Certificate:** You will have to certify on the body of bill "prices charged are same as one applicable to Government Department/PSU".
  10. **Inspection:** Final Inspection will be made at the Consignee's end after receipt of medicines which will be final & binding upon the supplier.
  11. **Guarantee/Warranty:** The tenderers shall give a warranty of satisfactory performance of the unit offered by them for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance by Coal India Limited and/or its Subsidiary Companies. The supplier shall be responsible for any defects that they develop under the conditions provided for by the contract and under proper use, arising from faulty materials, design or workmanship 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 replacement or renewal should be made by the supplier without any extra cost to Coal India Limited and/or its subsidiary Company.
  12. **Consignee:** Dy. CMO (I/C), Stores, Central Hospital, Kalla, ECL. Pin – 713340.
  13. **Paying Authority:** Dy. Manager (Finance), Central Hospital, Kalla, ECL.
  14. **E-Payment:** Following details should be furnished in your techno-commercial bid :
    - i) Name of the payee in Block letters.
    - ii) Address
    - iii) Bank A/c No. of payee.
    - iv) Name of the Bank.
    - v) Name of the Branch and branch code.
    - vi) PAN Card No. of Payee.
    - vii) Indian Financial Service Code (IFS Code)
  15. Notwithstanding anything said above, ECL reserves the right to follow any guideline or instruction received from the Government or any statutory bodies from time to time.
  16. Any terms and conditions not specifically mentioned in any of the enclosures of this tender enquiry, shall be governed by the "General Terms & Conditions of Supply of Stores" as mentioned in Enclosure 5 hereto. Further, any terms and conditions not specifically mentioned anywhere in the "General Terms & Conditions of Supply of Stores", shall be governed by the provisions of the Purchase Manual which is available in the web-site of Coal India Limited namely – [www.coalindia.in](http://www.coalindia.in).
  17. Categorical confirmation regarding acceptance of the above techno-commercial conditions and all other points mentioned above must be indicated in your offer.

**IMPORTANT NOTE:**

<b>1</b>	<b><u>IDENTIFICATION:</u></b> The packing must contain the following: <ul style="list-style-type: none"> <li>i) Address of manufacturer.</li> <li>ii) Batch number.</li> <li>iii) Date of expiry.</li> </ul>
<b>2</b>	<b><u>SUBMISSION OF BILLS:</u></b> <ul style="list-style-type: none"> <li>(a) Supplier shall have to submit bills (five copies) to the consignee along with the consignment and challan along with the requisite document, if any.</li> <li>(b) The consignee shall then send SR Notes, Challan, Inspection Note and Three copies of bills (including the original) and any other requisite documents, to the paying authority.</li> </ul>

Dy. Manager (MM)



**Enclosure –3****MODE OF SUBMISSION OF TENDER**

The tender should be submitted in Single Bid System (one sealed cover) and shall include all relevant information including price. The Cover must be super scribed with Tender No., Due Date and Sender's name and address.

If the tenders are submitted locally, the envelope with Tender no. and date of opening of tender and Sender's name and address shall be put on the tender box provided for this purpose at the Office of the Chief Medical Officer, Central Hospital, Kalla, ECL.

If the tenders are sent by post, the envelope with Tender no., date of opening of tender and Sender's name and address must be addressed to the Chief Medical Officer, Central Hospital, Kalla, ECL, Asansol, P.O. Kalla – 713340, Dist. Paschim Burdwan (West Bengal) India. The offers submitted through post must be sent through registered post or through speed post. Responsibility will not be taken against misplacement of offer if sent through ordinary post or otherwise. Failure to follow the above procedure shall lead to rejection of the offer.

- NB:
- i) All envelopes containing the tenders shall be properly sealed. Envelopes sealed by only gum or stapled shall not be accepted.
  - ii) The envelopes containing the tenders must be super scribed with the Tender No., date and time of opening and Sender Name and Address.
  - iii) Tenders not submitted in the above manner will not be accepted.

Dy.Manager (MM)

**SCHEDULE OF SPECIFICATIONS AND REQUIREMENT**

<b>Sl. No.</b>	<b>Name of the medicines</b>	<b>Unit</b>	<b>Required Qty</b>
1	<b>Phenyl (Disinfectant Fluid)</b> Specification:- Should contain coalter acid not less than 40%. Should contain phenolic compound and coalter assets, pesticide/fungicide. R.W.C. minimum 55A. Value minimum 1.5, class-Black Grade-III, Type normal mercury compound should not be present. Should be confirming to IS1061/1977 in 5 Ltrs jar with properly sealed condition.	LTR.	348
2	<b>Lysol (Cresol solution IP) Lysol (Cresol solution IP)</b> Specification:- Should be miscible in all proportion with water for floor cleaning purpose. Should be in 5 Ltr. Jar with properly sealed condition.	LTR.	396
3	<b>White Phenyl</b> Specification:- Should be non-toxic, non-staining and water soluble. Should have properties for disinfection (For swabbing and mobbing of the floor). Should be in 5 Ltrs jar with properly sealed condition.	LTR.	594
4	<b>Muriatic Acid</b> Specification:- Easily squeezable for application in the toilet bed and slippery floor. Should mix with 100% water. Should be in 5 Ltrs jar with properly sealed condition.	LTR.	198
5	<b>Bleaching Powder</b> Specification:- IS 1065 Grade-1 Stale Bleaching powder. Should be in 25 Kg. bag with properly sealed condition.	Kg.	198
6	<b>Broom Stick (Length 1.5mtr.)</b>	Kg.	78
7	<b>Sodium Hypochloride (5ltr. Jar with properly sealed condition).</b>	LTR.	50

Dy. Manager (MM)

**Enclosure - 5****GENERAL TERMS & CONDITIONS OF SUPPLY OF STORES****Definition:**

1. In the interpretation of the contract and the general and special conditions 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 firm 'Supplier' shall mean the person, firm or company with whom the contract is placed and shall be deemed to include the supplier in successors (approved by the purchaser), representatives, heirs, executors, administrators and permitted assignees as the case may be.

iii) 'Contract Price' shall mean the sum accepted or the sum calculated in accordance with the price and/or terms accepted by or on behalf of the purchaser.

iv) The Chairman, means the Chairman of Coal India Limited. The Chairman-cum-Managing Director means Chairman-cum-Managing Director of any of the Subsidiary Companies of Coal India Limited, presently Central Coalfields Limited, Eastern Coalfields Limited., Western Coalfields Limited, Bharat Coking Coal Limited, and Central Mine Planning & Design Institute Limited, South Eastern Coalfields Limited, Northern Coalfields Limited, Mahanadi Coalfields Ltd. and North Eastern Coalfields.

v) The terms 'Drawing' shall mean the drawing and plans specified in or annexed to the schedule or specification.

vi) The term 'Purchase Executive' shall mean the purchaser or purchaser named in the Schedule to Tender, his or their successors or assignees.

vii) The term "Inspector" shall mean any person nominated by or on behalf of the purchaser to inspect supplies, stores or work under the contract or his duly authorized agent.

viii) The term "Progress Officer" shall mean any person nominated by or on behalf of the Purchaser to visit supplier's works to ascertain position of deliveries of stores purchased.

ix) The term "Materials" shall mean anything used in the manufacture or fabrication of the stores.

x) The term "Particulars" shall mean the following :-

a) Specifications ;

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 Coal India Ltd. and/or any of its subsidiary companies or a general standard of the industry and obtainable in the open market.

f) Proprietary make denoting the product of an individual manufacturers.

g) Any other details governing the construction, manufacturer and/or supply as existing in the contract.

xi) "Stores" means the good specified in the Supply Order or schedule which the contractor has agreed to supply under contract.

xii) The term "Test" shall mean such test or tests as are prescribed by the specification or considered necessary by the Inspector or any agency acting under direction of the Inspector.

xiii) The term 'Site' shall mean the place or places named in the "Supply Order" or such other place or places at which any work has to be carried out as may be approved by the purchaser.

xiv) Works denoting the persons shall include any company or association or body of individuals whether incorporated or not.

xv) 'Writing' shall include any manuscript, typewritten or printed statement under or over signature or seal as the case may be.

xvi) "Unit" and "Quality" means the unit and quality specified in the schedule.

xvii) "Supply Order" or "Purchase Order" means an order for supply of stores and includes an order for performance.

2. The delivery of stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract after approval of stores by the Inspector, to:

i) The consignee at his premises, or

ii) Where so provided the interim consignee at his premises, or

iii) A carrier or other persons named in the contract as an interim consignee for the purpose of transmission to the consignee.\*

iv) The consignee at the destination station in case of contracts stipulated for delivery stores at destination station.

3. Words in singular include the plural and vice-versa.

4. Words denoting the masculine gender shall be taken to include the feminine gender and work persons, shall include any company or association or body of individuals, whether incorporated or not.

5. Term and expressions not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 or the Indian Contract, 1872 or the General Clauses Act, 1897 and as amended in respect of all the Acts, as the case may be.

6. (a) **Parties** - The parties to the contract are the supplier and the purchaser named in the schedule or any other specifically mentioned in the contract.

(b) **Address to which communication are to be sent** - For all purposes of the contract, including arbitration thereunder, the address of the supplier mentioned in the tender shall be address to which all communications 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 supply order. The supplier shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.

Any communications or notice on behalf of the purchaser in relation to the contract may be issued to the supplier by Purchase Executive and all such communications and notices may be served on the supplier either by registered post or under certificate of posting or by ordinary post or by hand delivery at the option of such executive

7. i) The price quoted shall be either FOR. Place or Railway Station of dispatch, F.O.R. destination, Delivery free to the consignee, FOB. or CIF. as specified in the invitation to tender. All offers from countries other than purchaser's country shall quote on FOB and CIF basis.

ii) In all cases the prices quoted must be net per unit shown in the enquiry and must include all packing and delivery where applicable. Refunds on account of returnable packages (if any) are to be separately specified. The price should show separately the Foreign Exchange Element and the Rupee element for stores to be imported. Sales Tax shall be shown separately and whether it is State Sales Tax or Central Sales Tax. If no mention is made about Sales Tax, it will be assumed to be included in the prices quoted.

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

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

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

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

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

vii) 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; medium moving; slow moving and insurance spares and the period up to which they are likely to last.

viii) Printed terms and conditions of the tendering firms shall not be considered as forming part of their tender. In case the terms and conditions of contract applicable to this invitation to tender are not acceptable to the tendering firms, they should clearly specify deviations therefrom in their tender.

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

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

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

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

**b) Change in a Firm:-**

i) Where the supplier is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the purchaser (which may be granted only as an exception) of a written undertaking by the new partner to perform the contract and accept 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 and in such case the supplier 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 acknowledgment 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 authorize the purchaser of the stores at the risk and cost of the supplier and in that event the provisions of clause 20 shall as far as applicable shall apply.

b) The decision of Coal India Limited and/or its subsidiary companies as to any matter or thing concerning or arising out of this sub-clause or any question whether the supplier or any partner of the supplier firm has committed a breach of any of the conditions in the 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 and/or its subsidiary companies by purchase or under arrangement made or permit, licence, quota certificate or release order issued by or on behalf of or under authority or by any officer empowered in that behalf by law, or is issued from Government stock and where advance payments are made to the supplier to enable him to purchase such raw materials for the execution of the contract, the supplier,

i) shall hold such materials as trustee of Coal India Limited and/or its Subsidiary Companies.

ii) shall use such materials 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 at such place as the Purchaser may direct all surplus or unserviceable material that may be left after the completion of the contract or its termination for any reason whatsoever. On returning such material, the supplier shall be entitled to such price thereof as the purchaser may fix having regard to the condition of such material.

b) Where the contract is terminated due to any default of the part of the supplier, the supplier shall pay all transport charges incurred for returning any material upto such destination as may be determined by Coal India Limited and/or its Subsidiary companies whose decision shall be final.

c) If the supplier commits breach of any of the conditions in this clause specified, he shall, without prejudice to any other liability, penal or otherwise, be liable to account to Coal India Limited and/or its subsidiary Companies all moneys, advantages or profits accruing from which in the usual course would have accrued to him by reason of such breach.

d) Where the stores manufactured or fabricated by the supplier out of the materials arranged or procured by or on behalf of Coal India Ltd and/or its subsidiary companies are rejected the supplier shall, without prejudice to any other right or remedy of the Government, pay to the Government on demand the cost price or market value of all such materials whichever is greater.

12. On acceptance of the tender, a formal acceptance of tender or supply order will invariably be issued.

Advance intimation in writing of acceptance of the tender will be given whenever considered necessary by the said

authority. In case an advance intimation has been given, the formal acceptance of tender of supply order shall follow in due course, but immediate action towards execution of supply order shall be taken on receipt of the advance intimation.

### 13. EARNEST MONEY / SECURITY MONEY

- a) Earnest Money Deposit (EMD) is also known as Bid Security. Primary objective of EMD is to ensure the earnestness of the bidders in the participation of the procurement process. EMD will act as a deterrent against the bidder withdrawing or altering his bid during its validity. EMD shall be interest free.
- b) EMD should be submitted by the bidders except those who are registered with CIL / Subsidiary Company, Ancillary units of subsidiary company, NSIC, MSEs, Startups and Central/ State Government Organizations/ PSUs irrespective of the stores for which they are registered. Submission of EMD is exempted for a tender value upto Rs. 2 lakhs. Amount of EMD is indicated under IFB.
- c) In case of exemption of EMD, the self-attested scanned copy of document in support of exemption will have to be submitted by the bidder during bid submission which will be verified along with bid documents.
- d) The EMD has to be deposited online only within the last date and time for submission of online offer. In the Online mode, the bidder can make payment of EMD through payment gateway built-in the portal by net banking or through NEFT/ RTGS from any scheduled Bank. In case of payment through NEFT/ RTGS, the bidder will have to make payment as per the Challan generated by system on e- Procurement portal before submission of bid.
- e) Bidder will be allowed to submit its bid only when the EMD is successfully received in ECL designated account and the information flows from Bank to e-procurement system.
- f) **Refund of Earnest Money Deposit:** EMD furnished by all unsuccessful tenderers shall be returned to them without any interest whatsoever, at the earliest but not later than 30 days after finalization of tender. EMD of the successful tenderer shall be returned, without any interest whatsoever, after receipt of security deposit from it as called for in the contract. In case of e-procurement, EMD of unsuccessful bidders will be refunded through e-procurement portal/system.
- g) **Forfeiture of Earnest Money Deposit:** The EMD shall be forfeited:
  - i. If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of his tender.
  - ii. If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
    - a) Fails to sign the contract within 30 days from the date of notification of award; or Fails to submit order acceptance within 30 days from the date of order; or Refuses to accept/execute the contract
    - b) Fails to furnish the Security Deposit for the due performance of the contract within the specified period.

**14. Offer Validity:** The offer of the tenderers shall remain valid for 120 days from the date of opening of the bids. ECL reserves its right to seek further extension of the validity period of the offer.

**15. Firm Price:** Price should be firm till delivery. Once the order is placed on the tenderer within the validity/extended validity period of the offer, the price quoted by them in their offer shall remain FIRM throughout the entire period of the operation of the contract.

### 16. Inspection and Rejection

Generally the stores shall be of the best quality and workmanship and comply with the contract or supply order in all respect.

The stores supplied shall be in accordance with specification unless any deviation is authorized and specified in the contract or supply order or any amendment thereto.

#### (a) Facilities for Test and Examination.

The supplier shall, at his own expenses, afford to the Inspector all reasonable facilities and such accommodation as

may be necessary for satisfying itself, that the stores are being and/or have been manufactured in accordance with particulars. The inspector shall have full and free access at any time during the execution of the contract to the suppliers work for the purpose aforesaid, and he may require the supplier to make arrangements for inspection of the stores or any part thereof or any material at his premises or at any other places specified by the Inspector and if the supplier has been permitted to employ the service of the 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 any test, and examination, other than special or independent test, which he shall require to be made on the supplier's premises and the supplier shall bear and pay all costs attendant thereon. If the supplier fails to comply with the conditions aforesaid, the Inspector shall in consultation with the purchaser, be entitled to remove for test and examinations all or any of the stores manufactured by the supplier 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 the means, for test and examination shall be final.

**(c) Delivery of Stores for Test**

The supplier shall also provide and deliver the test free of charge, at such place other than his premises as the Inspector may specify, such materials or stores as he may require.

**(d) Liability for Costs of Laboratory Tests**

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

**(e) Method of Testing**

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

**(f) Stores Expended in Test**

Unless otherwise provided for in the contract, all stores/materials expended in test will be to supplier's account.

**(g) Inspector-Final Authority and to Certify Performance**

(i) The Inspector shall have the power:

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

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

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

(iv) To mark the rejected stores with a rejection mark so that they may be easily identified if re-submitted.

**(h) Consequence of Rejection**

If on the stores being rejected by the inspector or consignee at the destination, the supplier fails to make satisfactory supplies within the stipulated period of delivery, the purchaser shall be at liberty to;

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

(ii) Purchase or authorise the purchase of quantity of the stores rejected or so others of similar description (when stores exactly complying with particulars are not in the opinion of the purchase executive which shall be final, readily available) without notice to the supplier's liability as regards the supply of any further installment due under the contract ; or

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

clause in the provisions of clause 20 shall apply as far as applicable.

**(i) Inspector's Decision as to Rejection Final**

The Inspector's decision as regards the rejection shall be final and binding on the supplier.

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

**(k) Notification of Result of Inspection**

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

**(l) Marking of Stores**

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

**(m) Removal of Rejection**

(i) Any stores submitted for inspection at a place other than the premises of the supplier and rejected shall be removed by the supplier subject as hereinafter provided within 14 days of the date of receipt of intimation of such rejection. If it is proved that letter containing such intimation is addressed and posted to him at the address mentioned in the schedule, it will be deemed to have been served on the supplier at the time where such letter would in the course of ordinary post reach the supplier. It shall be competent for the Inspector to call upon the supplier to remove what he considers to be dangerous, infected or perishable stores within 48 hours of the receipt of such intimation.

(ii) Such rejected stores shall under all circumstances lie at the risk of the supplier from the moment of such rejection and if such stores are not removed by the supplier within the period aforementioned, the Inspector/Purchaser may either return the same to the supplier at his risk and cost a public tariff rate by such mode of transport as the Purchaser or Inspector may select, or dispose of such stores at the supplier's risk on his account and retain in such portion of the proceeds as may be necessary to cover any expense incurred in connection with such disposal. The purchaser shall also be entitled to recover handling and storage charges for the period during which the rejected stores are not removed.

**(n) Inspection Notes**

On the stores found acceptable by the Inspector, he shall furnish the supplier with necessary copies of Inspection notes duly completed, for being attached to the supplier's bill in support thereof.

**19. Packing and Transport**

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

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

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

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

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

**20. 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 specified.



21. In the event of failure to delivery or dispatch the stores within the stipulated date/period in accordance with the samples and/or specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, Coal India Ltd. and its Subsidiary Companies should have the right:

(a) To recover from the successful tenderer as agreed liquidated damages, a sum not less than 0.5% (half percent) of the price of any stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10%. Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division.

(b) To purchase elsewhere, after due notice to the successful tenderer on the account and at the risk of the defaulting supplier the stores not supplied or other of a similar description without canceling 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 agreed Liquidated Damages referred to in clause (a) above.

(e) To forfeit the security deposit full or in part.

(f) Whenever under this contract a sum of money is recoverable from any payable by the supplier, Coal India Ltd. and its subsidiary companies 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 to Coal India Ltd and its subsidiary companies on demand the remaining balance. The successful tenderer shall however not be entitled to any gain on any such purchase.

22. 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 blockade, or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God then Coal India Ltd. or its subsidiary companies may allow such additional time by extending the delivery period, as it considers to be justified by the circumstance of the case and its decision shall be final. If and when additional time is granted by the Coal India Limited and its subsidiary companies the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended.

23. The supplier shall allow reasonable facilities and free access to his works and records to the Inspector, Progress Officer or such other Officer nominated for the purpose. Inspector of stores i.e. supplies made by the successful tenderer against the supply order mentioned at (15) above, shall be carried out by Inspector/Consignee at the colliery site/stores or by the Inspecting Wing (inclusive of all its branch Offices) of the DGS&D, New Delhi or any other agency as may be specified in the supply order. Where necessary, inspection may be carried out at the supplier's premises.

24. Coal India Ltd. and/or its subsidiary companies do not bind itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity offered and the tenderer shall supply the same at the rate quoted.

25. The supplier shall at all times indemnify Coal India Limited and its subsidiary companies against all claims which may be made in respect of the suppliers 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 Coal India Ltd. and/or its subsidiary companies, the said authority shall notify the supplier of the same and the supplier shall be at liberty at his own expense to settle any dispute or to conduct any litigation that may rise therefrom.

## **26. Carrying Vessels for imported items**

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

## **27. Freight**

The stores shall be despatched at public tariff rates in the case of FOR station of dispatch contract and the stores shall be booked at full wagon rates whenever available and by the most economical route or by the most economical tariff available at the time of dispatch as the case may be. Failure to do so will render the supplier liable for any avoidable expenditure causes to the purchaser. Where alternative routes exist, Coal India Limited and/or its subsidiary companies shall, if called upon also to do indicate the most economical route available or name the authority whose

advice in the matter should be taken and acted upon. If any advice of any such authority is sought, his decision or advice in the matter shall be final and binding on the supplier.

## **28. Passing of Property**

Property in the stores shall not pass to the purchaser unless and until the stores have been delivered to the consignee or interim consignee as the case may be in terms of the contract.

## **29. Laws Governing the Contract**

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

(b) In spite of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender or supply order has been issued.

(c) Jurisdiction of Courts

The courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

(d) Marking of Stores

The marking of the stores must comply with the requirements of the law relating to Merchandise Mark of 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 Coal India Ltd. and/or its subsidiary companies any gift or consideration of any kind as an inducement or reward for going or forbearing to do or for having done or forborne to do any act relating to the obtaining or execution of the contract or any other contract with the purchaser or for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other 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 any one employed by him or acting on the behalf under Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 and any amendments thereto or any other Act enacted for the prevention of corruption by Public Servants shall entitle Coal India Limited and/or its subsidiary companies to cancel the contract and all or any other contract with the supplier and to recover from the supplier the amount of any loss arising from such cancellation in accordance with the provisions of Clause 20.

(b) Any dispute or difference in respect of either the interpretation effect or application of the above condition or of the amount recoverable, the re-under by the purchaser from the supplier shall be decided by Coal India Limited and its subsidiary companies whose decision thereon shall be final and binding on the supplier.

## **31. Insolvency and Breach of Contract**

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

a) If the supplier being an individual or if a firm any partner thereof, shall at any time be adjusted 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 to his effects or enter into any arrangements or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act.

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

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

## **32. Terms of Payment**

(a) For all stores, 100% payment should be made on receipt of the consignment at site and acceptance by the consignee as per actual payment term stipulated in the contract. The number and date of Railway receipt, Bill of Lading, Airway Bill or consignment note under which the goods charged for in the bill are despatched by Railway, Ship, Air or Road respectively and the number and date of the letter with which such Railway Receipt, Bill of Lading, Airway Bill or consignment note is forwarded to the consignee should be quoted on the bill. In the case of stores

- despatched by post, the postal receipt should be attached in original to the bill and its number and date quoted therein.
- (b) Payment against the supply orders placed either by the Subsidiary Company or by CIL shall be arranged by the Subsidiary Companies, if not specified otherwise. Wherever order is placed by CIL on any foreign supplier involving requirement of more than one Subsidiary Company, payment shall be arranged by CIL normally through Letter of Credit.
- (c) Payment for Agency Commission, if any, involved, may be considered in case of necessity subject to compliance of the Government of India Guidelines issued from time to time. The name of the Indian Agent with their full address and the quantum of Agency Commission, if any, payable shall have to be mentioned in the supply order itself.
- (d) Payment from CIL may also be considered, if felt necessary, by the CIL management even though order is placed against the requirement of one subsidiary company by CIL.
- (e) Specific payment terms may be formulated in accordance with the provision laid down (as applicable) at Chapter-IX of the Purchase Manual.

### **33. Submission of forged documents**

- a) In case the Tenderers submit self-attested copies of registration certificate of NSIC, License from BIS and approval certificate issued by DGMS/ PESO / other Independent Statutory Bodies of Govt of India along with the tender, such documents should normally be accepted by the Dealing Officer as authentic documents without going for any further verification with the original document. However, if later on the documents submitted by the tenderer are found to be fake/forged, the entire responsibility shall be of the tenderer and for which the purchaser shall take such punitive and other administrative actions against the tenderer as are considered deemed fit.
- b) The authenticity of the self-certificate as well as other documents submitted/uploaded by the bidder will solely be their responsibility and appropriate action will be taken by CIL/Subsidiary Company if it is subsequently found to be misleading/ false/ forged.
- c) The submission of forged document, if any, by the bidder (s), shall be dealt with as per the provisions of CIL Purchase Manual 2020.
- d) ECL reserves its right to physically and by any other method (as applicable) verify the documents and other infrastructure facilities mentioned in the offer and in the event of the results of verification not matching with the information submitted in the offer, suitable penal action may be taken including **cancellation of order**, Banning/Suspension of Business of the tenderer as per extant provisions and rules of Purchase Manual.

**34. Purchaser's Right to Accept or Reject any or all Bids:** The Purchaser reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Purchaser's action. No dispute of any kind can be raised against this right of the Purchaser in any court of law or elsewhere.

**35.** ECL do not bind itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity offered and the tenderer shall supply the same at the rate quoted.

**36.** In case of any technical mistake in online offer and NIC confirming that there is no fault from their side, then ECL will not be held responsible for the consequences and no correspondence in this regard will be given any cognizance by ECL.

**37. Code of Integrity for Public procurement:** The bidder shall have to abide by the Code of Integrity for Public Procurement as defined in para 2.3.2, 2.3.3 & 2.3.4 of CIL Purchase manual 2020 and a declaration to this extent has been built-in the LOB as well as the Manufacturer's Authorization for Indian Agents which has to be filled in by the bidder.

**38. Conflict of Interest among Bidders/Agents:** The bidder shall have to certify that there is no Conflict of Interest among Bidders/Agents as defined in para 10.21 of CIL Purchase manual 2020 and a declaration to this

extent has been built-in the LOB as well as the Manufacturer's Authorization for Indian Agents which has to be filled in by the bidder.

**39. 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 reports 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 - 1

## LETTER OF BID

To  
Dy. Manager(MM)  
Central Hospital, Kalla  
Eastern Coalfields Limited

Dear Sir,

Sub: Tender No. ----- dated -----.

1. Having examined the Tender Document including Addenda/Corrigenda, if any (insert numbers), we, the undersigned,.....Employee/Partner/Legal Attorney/ Proprietor/Accredited Representative of M/s .....(name of the bidder firm) offer to supply tendered item/items vide our offer No. ....dated .....in conformity with the said Tender Document.
2. We confirm to accept all terms and conditions contained in the tender document unconditionally and there is no deviation in the our offer.
3. We confirm that the contents of the offer are given after fully understanding the NIT terms.
4. We confirm that all information/ documents / credentials submitted alongwith our offer are genuine, authentic, true ,valid true and complete in every respect.
5. We confirm that if any information or document submitted is found to be false / incorrect, at any point of time, the said offer shall be considered absolutely null & void and action as deemed fit may be taken against us including termination of the contract, forfeiture of all dues including EMD/ Security Deposit and Banning of our firm and all partners of the firm as per provisions of NIT/CIL Purchase Manual 2020.
6. We confirm that the items covered under supply orders enclosed with the offer in support/compliance of the Provenness criteria of the tender have been successfully supplied.
7. As per our offer, value of service component is more than 10% of the total estimated value of the complete package of goods and services and we certify that average Annual Financial Turnover of our company (bidder) during the last 3 years, ending 31st March of the previous financial year, was at least 30% of the total estimated value of the tender.
8. We have never been banned or delisted or debarred or “Put on Holiday” by any Govt. or Quasi Govt. Agency or any Public Sector Undertaking.  
OR  
We were banned or delisted or debarred or “Put on Holiday” by the organization named “-----  
-----“ for a period of ----- year/s, effective from ----- to -----
9. **We** abide by theCode of Integrity for Public Procurement as defined in para 2.3.2, 2.3.3 & 2.3.4 of CIL Purchase manual 2020 and there had been no transgression of this Code during last three years  
**OR**  
There had been previous transgression of this Code of Integrity for Public Procurement as defined in para 2.3.2, 2.3.3 & 2.3.4 of CIL Purchase manual 2020 during last three years with ..... (name of entity and country).
10. **We** certify that there is no Conflict of Interest with any of the Bidders/Agents as defined in para 10.21 of CIL Purchase manual 2020.

11. We confirm that this Bid and your subsequent Letter of Intent/ Purchase Order shall constitute a binding contract on us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20-

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Note: 1. This letter should be on the letterhead of the bidder.

2. In case the person who has signed LOB is not bidding himself and has authorized another person to bid online on his behalf, then a authorization on non- judicial stamp paper duly notarized by the person signing the LOB in favour of person bidding online, is required to be uploaded as per Annexure-2.

## Annexure - 2

**Manufacturer's Authorization For Indian Agent**  
(in the letterhead of the manufacturer)

Ref : .....

Date : .....

M/s. EASTERN COALFIELDS LIMITED

Central Hospital, Kalla

Eastern Coalfields Limited

Asansol, P.O.- Kalla, District-Paschim Burdwan, West Bengal- 713340

Dear Sir

**Sub: Tender No. ECL/..... dated .....**

1. WHEREAS we, [*name of manufacturer*] who are established and reputable manufacturers of goods having factories at [*address(es) of factory(ies)*] and as a matter of our corporate policy do not supply directly.
2. Do hereby authorize our [*Name & Address of Indian Agent*] to quote against the subject Tender on our behalf.
3. We certify that the business entity of our Indian Agent is in existence for 3 years on the date of tender opening, irrespective of date of appointment as Indian Agent.
4. We are not quoting in the tender directly as a matter of ours corporate policy and if, subsequently, at any stage, it is found that we have quoted directly to any organization, we shall be liable for penal action as per provision of CIL Purchase Manual 2020.
5. Also, if at any stage, it is found that agency commission has been paid by us without declaring the agent, the commission will be recovered with interest. Action should also be taken against the principal as per provisions of CIL Purchase Manual 2020.
6. We certify that no agent/ middleman/ liasoning agent or any entity in any name other than the disclosed authorized Indian agent is involved in the process of supply of goods & services and if, subsequently, at any stage, it is found that we have given a false declaration, we shall be liable for penal action as per provisions of CIL Purchase Manual 2020.
7. We stand guarantee for the quoted item by the above authorised on our behalf and for fulfilment of all contractual obligations during the entire contract period.
8. In the event of failure on the part of our authorized agent in fulfilment of contractual obligations or change or closure of our authorized agent for any unforeseen reason, we shall take the responsibility to make alternate arrangements to support ECL as well as execute the remaining period of the contract ourselves or through another competent entity fulfilling the eligibility criteria stipulated in the tender document.
9. We also confirm that we have never been banned or delisted by any Government or Quasi-Government Agency or any Public Sector Undertaking in India.

OR

We were banned by the organization named "-----" for a period of -----

year(s) effective from ----- to -----for ----- (the reasons to be mentioned) in India.

10. **We** abide by the Code of Integrity for Public Procurement as defined in para 2.3.2, 2.3.3 & 2.3.4 of CIL Purchase manual 2020 and there had been no transgression of this Code during last three years

**OR**

There had been previous transgression of this Code of Integrity for Public Procurement as defined in para 2.3.2, 2.3.3 & 2.3.4 of CIL Purchase manual 2020 during last three years with ..... (name of entity and country).

11. **We** certify that there is no Conflict of Interest with any of the Bidders/Agents as defined in para 10.21 of CIL Purchase manual 2020.

(Signature)

(Name)

(Designation)

(Seal)

Signed for and on behalf of [Name of manufacturers].



**Annexure – 4****FORMAT FOR BANK DETAILS FOR ELECTRONIC PAYMENT**

To,  
M/s. EASTERN COALFIELDS LIMITED  
Central Hospital, Kalla  
Eastern Coalfields Limited  
Asansol, P.O.- Kalla, District-Paschim Burdwan, West Bengal- 713340

Dear Sir,

Sub: Authorization of all our payments through Electronic Fund Transfer system/RTGS/NEFT/LC.

We hereby authorize ECL to disburse all our payments through Electronic Fund Transfer system/RTGS/NEFT.  
The details for facilitating the payment are given below:

1	Name of the Beneficiary, address with Telephone No.	
2	Bank name, address with Telephone No.	
3	Branch name & code	
4	Bank account number with style of account (Savings/Current)	
5	IFSC Code No. of the Bank	
6	PAN No. of the Beneficiary	
7	E-Mail No. and Mobile No. of the Beneficiary for intimation of release of payment.	

I/We hereby declare that particulars given above are correct and complete and if the transaction is delayed or credit is not effected due to incorrect information, I/we will not hold ECL responsible.

Authorized Signatory  
Name:

Official Stamp with date &sign

**Bank Certification**

It is certified that above mentioned beneficiary holds a Bank Account No. .... with our branch and the Bank particulars mentioned above are correct.

Authorized Signatory

Name:

Official Stamp with date