



## CENTRAL COALFIELDS LIMITED

*A Miniratna Cat-I Company*

(Govt. of India undertaking)

OFFICE OF THE GENERAL MANAGER (KTA)  
PO: KATHARA: DIST.: BOKARO (JHARKHAND)

Pin No :- (829116)

Ref. No.: GM(KTA)/A.M.O/Hospital/Supply/15-16/303

Dated: 25.02.2016

### Notice Inviting Tender **P(1)**

Wax Sealed tenders are invited for supply of medical indent of tender ., Details are as under:-

Sl. No	Description of work	Estimated Value ( In Rs.) (Excluding service tax)	Earnest Money (In Rs.)	Cost of tender paper including VAT 14% (Non refundable)	Completion time
01	Rev. Part II of Annual Medical Indent for the year 2015-16 for Hospital and dispensaries of Kathara Area as per bill of quantity.	1,47,816/-	2856.00	100.00+14% VAT	15 Days after received of Supply order.

Tender-document can also be downloaded from the web site [WWW.ccl.gov.co.in](http://WWW.ccl.gov.co.in) and deposited on due date & time .In that case the cost of tender paper shall have to be deposited in the form of Demand Draft (in a separate envelops) in favour of Central Coal fields Limited, Kathara Area, payment at State Bank of India, Kathara/B.T.P.S. or Bank of India, Sawang.

The Bank Draft towards the cost of application fee should be prepared within the sale period of tender documents and should be submitted along with the undertaking of the tenderer in a separate envelop marked " Cost of tender documents and the undertaking" and not with part-1/EMD.

1. Cost of tender paper to be deposited with Sr. Cashier Kathara Colliery on any working day during office hours from 14.03.2016 to 17.03.2016.
2. **Selling of tender bid:-** From **14.03.2016 to 17.03.2016** office hours from the office of the Area Medical Officer (G.M.U)(KTA),Kathara.
3. **Submission of tender bid:-** On **18.03.2016** office hours **up to 03:30 PM** in the Office of the G.M(KTA),Kathara, in the tender box kept under the custody of Security Section of G.M(KTA)s office. Tender dropped in the tender box will only be entertained. The tender will also be dropped in the tender box in the office of the C.M.S/HOD, CCL, H.Q .Ranchi **Up to 03:30PM On 18.03.2016**
4. **Opening of the tender bid –** **On 21.03.2016 at 04.00 PM** in presence of the T.C Members and attending Officers or their authorized Representatives.

Contd....P/2

5 **Earnest Money** :-To be deposited in the shape of Bank Draft payable at **SBI, Kathara / S.B.I, B.T.P.S/ Bank of India, Sawang / in favour of CENTRAL COAL FIELDS LTD, KATHARA AREA.** Tender without earnest money will be rejected. No N.S.C., Money Order/ Cheque will be accepted. No adjustment will be entertained in this connection.

6. **Submission procedure of tender paper:-** Tenders will be received in two separate Wax Sealed envelopes as described below:

**A. Envelop No.** 1 (a) Earnest Money in the shape of Bank Draft.

(b) Containing copies of Experience certificate for Similar nature of work.

7. **ELIGIBILITY CRITERIA:-** (a) Tender from MANUFACTURER/Marking firm(s) or their authorized representative (dealer etc) only will be accepted. In case of submission of tender by authorized representative (dealer etc) the offer should be supported with their tender specific authorization from manufacturer / marking firm.

If products offered are of imported origin then the Indian marketing firm should submit self attested copy of authorization of manufacturer and also valid drug import license for the same.

(b) DRUG MANUFACTURING LICENSE & NO CONVICTION CERTIFICATE in the Techno commercial bid.

The New Drug declaration Policy 1994 or other Drug Laws and that we have not been convicted/prosecuted for contravention of these Laws.

If any tenderer wants to supply through their authorized distributor/stockiest/dealer, they should confirm undertake the followings:-

- (a) The Name & full address of the authorized distributor/stockiest/dealer is to be indicated in the offer.
- (b) That the said distributor /stockiest/dealer possesses valid drug license to sell, stock or exhibit or offer for sale or distribute drug as per provisions of the Drugs & cosmetics Act 1940. The Drugs & cosmetics Rules 1945. The Drugs(Pricing Control) order 1995.New Drug Policy 1940. The Drugs Policy 1994 or other Drug Laws and also they have not been convicted /Prosecuted for contravention of these Laws.
- (c) Self attested copy of valid Drug License of the authorized distributor/stockiest/dealer is to be submitted alongwith the offer. In case the Drug License is under the process of renewal then self attested copy of documentary evidence for the same is to be submitted. However, in such case the self attested copy of Drug License (whose renewal is under process) is also to be submitted.

8: **SHELF LIFE:-** (a) For items having total life (as indicated on packing/label) up to one (01) year should have shelf life not less than six (06) months on the date of delivery at consignee's store.

(b) For items having total life (as indicated on packing/label)more than one (01) year should have shelf life not less than (01) year on the date of delivery at consignee's store.

(c) Less than above shelf life may be accepted only with the approval of CMS, in case items are urgently required and there is stock out of these items. An undertaking should be taken from the supplier for replacement of these

items

free of cost in case these are not used for the relaxed shelf life.

Contd.P (3)

9: **SPECIAL INSTRUCTIONS:-** (a) Provisions of the Drugs & Cosmetics Act 1940. The Drugs & Cosmetics Rules 1945. The Drugs (Price Control) Order 1995. New Drug Policy 1994 or other Drug Laws & subsequent amendments if any with respect to Import/Manufacture/Repack for sale or distribution, stock, labeling & packing, life period standards and prices of drugs and other aspects has to be strictly complied with and accordingly offer may be made.

The letters I.P and recognized abbreviations of pharmacopoeias & official compendia of drug standards prescribed under these rules shall be entered on the label of drugs/offer only for the purpose of indicating that the drugs is in accordance with the standards set out in the Indian Pharmacopoeia or in any such Pharmacopoeia or official compendium of drug standards recognized under the rules.

The Name of manufacturer/marketing firms is to be mentioned on the label of the material along with size, Batch No. Manufacturing Date & Date of Expiry.

- (a) Current Sales Tax/CST if applicable clearance certificate from sales Tax Department is to be required.
- (b) VAT/ TIN Registration Certificate.
- (c) Photo copy of PAN Card
- (d) Bank Account operation statement or soundness certificate from issued any Indian Nationalized Bank.
- (e) Photo copy of E payment certificate duly certified by Banker format.

**(f) Payment :-** Payment through Electronic Transfer system/RTGS/ NEFT/ CBS/Intra Bank Transfer. General and other terms & conditions will be governed as per CCL rule circulated from time to time.

Note (1) All original documents pertaining to above have to be produced before the Tender Committee at the time of opening of tender if asked to produce.

**B. Envelop No. 2 .. Only Price bid in format. Bill of quantity includes basic rates/ taxes on for destination basis.**

**Enclose Annexure :- A, the General Terms & conditions as well as E Mandate duty certified by their Bankers.**

Each envelopes should be clearly super scribed the tender notice number and date, name of works, envelop no. i.e 1 & 2. If the above two envelopes are not found in order, it is liable to be rejected. **Tenderers should sign all the documents with rubber stamps which are submitting by the bidder with the tender documents.**

After opening of 1<sup>st</sup> envelop, if it is found OK, then only 2<sup>nd</sup> envelopes will be opened.

Contd: P (4)

P-(4)

Management reserves the right to accept or reject any or all the tenders fully or partly without assigning any reason whatsoever and are not bound to accept the lowest tender. Management further reserves its right to cancel the tender without assigning any reason whatsoever.

This issue with the approval of the competent authority.

Area Medical Officer (KTA)  
Kathara Area, CCL.

**Copy to :-**

1. The C.M.S/ Finance, CCL, Ranchi.
2. The Chief Vigilance Officer, CCL, Ranchi.
3. The C.M.S I/c ,CCL, Gandhi Nagar Ranchi
4. The G.M.(System), CCL,Ranchi..... Please arrange to published in Web Site
5. The C.G.M/G.M(KTA),Kathara/B&K/Chari/Dhori/Rajrappa/ Argada/Kuju/  
H.Bagh Area/Piparwar/N.K.Area
6. The A.G.M/ S.O (P&P) (KTA),Kathara.
7. The A.F.M(KTA),Kathara.
8. Dy C.M.O/Medical Supdt. , Swg –GVP Colly, GVP, Jrd Colly.
9. The S.O(Security)(KTA),Kathara.
10. The Sr. Cashier, Kathara Colliery, you are requested not to issue any CRs to any body until

&

unless the application made by the parties is forwarded by Area Medical Officer (KTA)  
,Kathara ,.

11. The T.C Members, Staff Officer (P&A)/Area Medical Officer/Area Finance Manager, (KTA)  
,Kathara
12. Nodal Officer(KTA),Kathara/ Alternate Nodal Officer(KTA),Kathara
13. All notice boards of this Area.

CENTRAL COALFIELDS LIMITED  
A Miniratna Cat-I Company

(Govt. of India undertaking)  
OFFICE OF THE GENERAL MANAGER (KTA)  
PO: KATHARA: DIST.: BOKARO (JHARKHAND)  
Pin No :- (829116)

Ref. No.: GM(KTA)/A.M.O/Hospital/Supply/16-17/ 303

Dated: 25.02.2016

Price Bid. (Part-II) (In Sealed envelop)

**Bill of Quantity for the work** “ Rev. Part II of Annual Medical Indent for the year 2015-16 for Hospital and dispensaries of Kathara Area.

Sl.No.	Description of work	Qty	Quoted Rate	Quoted Amount
01	Cloth cashment green 1 mtr./90cm width (in form of factory sealed bundles of minimum 50 mtrs each.)	200 Mtrs		
02	Disposable syringe with needle , 2ml.	20000 No.		
03	Disposable syringe with needle , 5 ml.	20000 No.		
04	Disposable syringe needle 10 ml	5000 No.		
05	Disposable face mask 2 ply	100 No.		
06	Thermo meter (clinical) with centigrade scale	20 No.		
07	E.C.G paper roll BPL 108	200 Roll		
08	Electro Cardic jelly (ECG Jelly),250 gm tube	20 No.		
09	Battery cell size –Everyday/Novino/Jeep Pencil Special leak proof.	200 No.		
10	Corrogated rubber sheet for drainage 300x 0150x 01mm thick.	100 Mtrs		
11	LED Torch Metallic focusing 3 cell quantity	15 Piece		
12	Broom sticks (Bundle of minimum 50 Kg each)	500 Kg		
13	Phool Jharu in Nos.	50 No.		
14	Bucket GI 12 “	20 No.		
15	Jute in bundle (long)	100 Kg		
16	Soap box plastic (Stray quality)	30 No.		
17	Porcelain cleaning powder (Vim)	50 Kg		
18	Harpic, 500 MI	50 Bottle		

Signature of the Party  
With Rubber Stamp

Area Medical Officer(KTA)  
Kathara Area, CCL.

### TERMS AND CONDITIONS [A]

1. The successful tenderer will have to execute an Agreement in the prescribed form and deposit security money within mentioned days time as applicable on receipt of letter from A.M.O (KTA),Kathara.
2. The work allotted have to be completed as per specified time mentioned in the Award of work.
3. The Contractors shall observe the all Drugs Rules and take all safety precautions & the work shall be carried out in accordance with the Indian Drugs Rules /Act and in case of any defects observed, the Contractor shall have to rectify or remove the defects at his own cost. The Contractor will be responsible for the safety and safe keep of materials.
4. The arrangement for water etc. shall have to be arranged by the Contractors at their own cost. The Contractor/s must engage skilled hand Supervisor for the work. The Contractor will have to give details of their experience along with the tender.
5. The Company will not provide any tools and equipment's.
6. 100% payment after receipt & acceptance of medicine at destination store.
7. 10% of total order value will be deposited within 15 days of supply of materials.The bill of the work will be verified by the Area Medical Officer, G.M.U (KTA),Kathara.
8. The rate quoted shall be valid for all the units under Kathara Area of CCL and no extra claim beyond the terms of Contract will be entertained for any Area.
9. All works have to be carried out as per approved design, specification and direction of the A.M.O (KTA).Kathara.
10. Tenderer shall not get any payment towards the transportation charge for materials supplied/Provided by Tenderer. Price must be quoted on FOR destination basis.
11. The work will be completed within prescribed days from the date of issue of work order days/months after receipt of the work order. In case of any delay beyond the scheduled time, a penalty of 1% per week or part there of subject to a maximum of 5% on the total amount will be levied on the party.
12. The deposited 2% earnest money .
13. All other taxes and duty will be born by successful bidder.

**Note: Terms & Condition not related to the tender may please be treated as not applicable.**

**Area Medical Officer KTA)  
Kathara Area**

**GENERAL TERMS AND CONTIONS OF SUPPLY OF STORES.**

## Definition:-

1. In the interpretation of the contact and the general and special conditions governing it, unless the context otherwise requires.
  - (a) “Contact” 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 as repeat order which has been accepted and acted upon by the contractor.
  - (b) The terms “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, administrations and permitted assignees as the case may be.
  - (c) “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.
  - (d) 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 Coal fields Limited, Eastern coal fields Limited, Western Coal fields Limited, Bharat Coking Coal Limited and Central Mine Planning & Design Institute Limited, South Eastern coal fields Limited, Northern Coal fields Limited, Mahanadi coal fields Limited and North Eastern Coal fields.
  - (e) The terms “Drawing” shall mean the drawing the plans specified in or annexed the schedule or specifications.
  - (f) The terms “Purchase Executive” shall mean the purchaser or purchaser named in the schedule to Tender his or their successors or assignees.
  - (g) The term the “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.
  - (h) The term “Progress Officer” shall mean any person nominated by or on behalf of the purchaser to visit supplier’s works to ascertain the position of deliveries of stores purchased.
  - (i) The term “Materials” shall mean anything used in the manufacture or fabrication of the stores.
  - (j) 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 standardizing 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 manufactures.
    - (g) Any other details governing the construction, manufacture and /or supply as existing in the contract.
  - (k) “Stores” means the goods specified in the supply order or schedule which the contractor has agreed to supply under contract.
  - (l) 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.
  - (m) 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.
  - (n) Works denoting the persons shall include any company or association or body of individuals whether incorporated or not.
  - (o) “Writing” shall include any manuscript, typewritten or printed statement under or over signature or seal as the case may be.
  - (p) “Unit” and “Quality” means the unit and quantity specified in the schedule.
  - (q) “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,
  - (1) The consignee at his premises , or
  - (2) Where-so provided the interim consignee at his premises, or
  - (3) A carrier or other persons named in the contract an interim consignee for the purpose of transmission to the consignee,
  - (4) The consignee at the destination station in case of contracts stipulated for delivery stores at destination station.
3. Words in the singular include the plural and vice-versa.
4. Words denoting the masculine gender shall be taken to include the feminine gender and work persons, shall include any company or association or body of individuals whether incorporated or not.
5. Terms and expressions not herin 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 there under, the address of the supplier mentioned in the tender shall be the address to which all communications addressed to the supplier shall be sent, unless the supplier has notified a change by a separate letter containing no other communication and sent by registered post acknowledgement due to the head of the office during the supply order. The supplier shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.  
Any communication or notice on behalf of the purchaser in relation to the contract may be issued to the supplier by Purchase Executive and all such communications and notices may be served on the supplier either by registered post or under certificate of posting or by ordinary post or by hand delivery at the option of such executive.
7. (I)The price quoted shall be either FOR place or Railway Station of dispatch, FOR Destination, Delivery free to the consignee FOB or CIF as specified in the invitation to 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. Refund on account of returnable packages (if any) are to be separately specified. The price should show separately the Foreign Exchange Element and the Rupee element for stores to be imported. Sales Tax shall be shown separately and whether it is State Sales Tax or Central Sales Tax. If no mention is made about Sales Tax, it will be assumed to be included in the price quoted.  
The Prices should be included of excise, or excise duty should be separately mentioned. In case where price is quoted inclusive of excise duty , the rate of quantum of the same should be separately indicated. In case of contracts providing for free delivery to the consignee octroi charges shall be included where leviable.  
(III) The Price must be stated separately for each item on unit basis.  
(IV) When quotations are made for units other than those specified in the enquiry , the relationships should be stated.  
(V) The Prices quoted must be firm and the offers made must remain open for at least four months from the date of submitting quotations unless otherwise specified.  
(VI)Tender must invariably be submitted alongwith illustrated literature giving complete and detailed specification, 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 there from in their tender.  
(IX)Typed quotations should be submitted. Those containing erasures and over writings are liable to be rejected. Any corrections made in the tenders must be initiated 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.

Page (12)

8. (1) 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.
- (2) All samples required for inspection or test shall be supplied by the successful tenderers free of cost.
- (3) All samples must be clearly labeled with the tender's name, this offer enquiry number and the last date of opening of tender.

9. (a) **Subletting and Assignment:-**

The supplier shall not save with the previous consent in writing of the purchaser, subject, 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:-**

- (1) 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.
- (2) 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.
- (3) If the contract is not determined as provided in the sub clause (ii) above notwithstanding the retirement of a partner from the firm, he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under section 32 of the partnership act has been sent by him to the purchaser by registered post acknowledgement due.

10 (a) **Consequence of Breach.**

Should be supplier or a partner in the supplier firm commit breach of either of the conditions(a) or (b) of this sub clause, it shall be lawful of the purchaser to cancel the contract and purchase or 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 to the supplier firm has committed a breach of any of the conditions in this sub clause contained shall be final and binding on the supplier.

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

(1) Where any raw materials 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,

- a) Shall hold such materials as trustee of Coal India Limited and /or its subsidiary companies,
- b) Shall use such material economically and solely for the purpose of the contract.
- c) Shall not dispose of the same without the previous permission in writing of the purchaser, and
- d) 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.

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

(III) 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 of profits accruing from or which in the usual course would have accrued to him by reasons of such breach.

- (IV) Where the stores manufactured or fabricated by the supplier out of the materials arranged or procured by or on behalf of Coal India Limited and /or its subsidiary companies are rejected the supplier shall, without prejudice to any other right or remedy of the Government, pay to the government on demand the cost price or market value of all such materials whichever is greater.
13. The tenderers in case of imported items, shall clearly mention in the quotation that in the event of the supply order being placed with them, they shall arrange for supply within a reasonable period of all necessary maintenance tools and spares parts that may be required from time to time during the normal life of the machines, on a continuous basis and at a price not in excess of the landed cost at their premises plus a stated percentage differential (such a differential should be indicated) and proper servicing of the main unit supplied by them as and when required. In case there is a rate contract with the DGS & D supply be made at the RC rates.
14. The tenderers shall give a warranty of satisfactory performance of the unit offered by them for 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.
15. For others placed directly on overseas suppliers, the tenderers should separately indicated whether their prices quoted include any commission for the manufacture's agents in India and the amount of remuneration for the agent included in the quoted price. Price shall include.
- (1) The Service that will rendered by them as manufacture's agent,
  - (2) The name and address of agents, if any, In India, and
  - (3) The agency commission or remuneration or freight in case FOR prices are accepted will be paid in Rs. In India.
16. 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.
17. **Earnest Money/ Security Money :-**
- (1) Earnest Money clause should be stipulated in the tender. The value of Earnest Money to be deposited by the tenderer should be 2% of the value of the estimated cost tendered for or Rs. 10,00,000/- whichever is lower. EMD should be in the form of Demand Draft and must accompany the quotation i.e Cover -I of the bid. For unsuccessful tenderer EMD shall be refunded immediately after finalization of the tender with the approval of the HOD of concern department or Head of Area. EMD shall be forfeited if any tenderer withdraw their offer before finalization of the tender or fails to submit order acceptance within 15 days from the date of order.
  - (2) Security Deposit clause should be stipulated in the tender. Two weeks time (15 days) shall be given in the order to the successful tenderer to furnish the security deposit, In case the firm fails to deposit the security money, the order shall be cancelled and the case shall be processed to order elsewhere and the firm,s performance is to be kept recorded for future dealings with them.  
The value of Security Money to be deposited by the successful tenderer in the form of Bank Draft shall be 10% of the value of the awarded contract without having any ceiling. For successful tenderer, EMD should be converted to Security Money which will be refunded to the firm within 30 days of satisfactory execution of the contract with the approval of the HOD of Concern dept. /Head of the Area. For unsatisfactory performance and/or contractual failure, the security money shall be forfeited.
  - (3) For procurement value less than Rs. 1,00,000/- no Earnest Money/Security deposit will be required.
  - (4) If any state/ Central Govt. Organization /PSU & valid DGS&D/NSIC registered ( for the tendered items) firm can produce documentary evidence issued by Govt. Authorities for according exemption towards submission of EMD/SD, they may be considered for exemption from submission of EMD/Security Deposit.
17. **Inspection and Rejection.**  
Generally the stores shall be of the best quality and workmanship and comply with the contract or supply order in all 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.

Page (14)

**(1) 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 services of the sub – supplier, he shall in his contract with the sub supplier reserve to the Inspector a similar right.

**(2) 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 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.

**(3) 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.

**(4) Liability for costs of laboratory test:**

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

**(5) 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 for and proper. The supplier shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspector.

**(6) Stores Expended in Test:**

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

**(7) Inspector Final Authority and to certify performance:**

(1)The Inspector shall have the power.

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

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

(3)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

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

**(8) 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.

a) Allow the supplier to re submit 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

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

c) Cancel the contract and purchase or authorize the purchase of the stores or others of a similar description (when stores exactly complying with particulars are not in a 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.

Page (15)

**(9) Inspector's Decision as to Rejection Final:**

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

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

**(11) Notification of Result of Inspection:**

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

**(12) 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.

**(13) 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 14 days of the date of receipt of intimation of such rejection. If it is proved that letter containing such intimation is addressed and posted to him at the address mentioned in the schedule, it will be deemed to have been served on the supplier at the time when such letter would in the course of ordinary post reach the supplier. It shall be competent for the Inspector to call upon the supplier to remove what he considers to be dangerous, infected or perishable stores within 48 hours of the receipt of such intimation.

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 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 suppliers'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.

**(14) Inspection Notes:**

On the stores being 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.

**18...Packing and Transport:**

- (1) It shall be the responsibility of the successful tenderers to arrange for the stores being sufficiently and properly packed for transport by Rail, Road, or Sea as the case may be so as to their being free from loss or injury on arrival at destination. The packing of the stores shall be done at the expense of the successful tenderer.
- (2) The successful tenderer is responsible for obtaining a clear receipt from the transport authorities specifying the goods dispatched. He will not book any consignment on a "said to contain basis". If he does so, he does it on his own responsibility. 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.
- (3) 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.
- (4) 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.
- (5) 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.

**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 specified.

Page (16)

20. 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,
  - (1) 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.
  - (2) To purchase elsewhere, after due notice to be 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-
  - (3) 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-
  - (4) 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.
  - (5) To forfeit the security deposit full or in part.
  - (6) Whenever under this contract a sum is recoverable from any payable by the supplier, Coal India Limited and its subsidiary companies shall be entitled to recover such sum by appropriating, in part or in whole by deducting any sum or any other contract should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay Coal India Limited and its subsidiary companies 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 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 Limited or its subsidiary companies any allow such additional time by extending the delivery period, as it considers to be justified by the circumstances of the case 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.
22. The supplier shall allow reasonable facilities and free access to his works and records to the Inspector, Progress Officer or such other officer nominated for the purpose. Inspector of stores, i.e supplies made by the successful tenderer against the supply order mentioned at (15) above, shall be carried out by the Inspector/ Consignee at the colliery site/ stores or by the Inspecting wing (inclusive of all its branch 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.
23. 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.
24. The supplier shall at all times indemnify Coal India Limited and its subsidiary companies against 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 Coal India Ltd and/or its subsidiary companies, the said authority

Page (17)

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 there from.

25. **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.

26. **Freight:**

The stores shall be dispatched at public tariff rates in the case of FOR station of dispatch contract and the stores shall be booked at full wagon rates whenever available and by the most economical route or by the most economical tariff available at the time of dispatch as the case may be. Failure to do so will render the supplier liable for any avoidable expenditure 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.

27. **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.

28. **Laws Governing the Contract:**

- (1) This contract shall be governed by the Laws of India for the time being in force.
- (2) Irrespective of the place of delivery, the place of performance of 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.
- (3) Jurisdiction of Courts.
- (4) The courts of the place from the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.
- (5) Marking the stores.
- (6) The marking of the stores must comply with the requirements of the law relating to Merchandise Marks for the time being in force in India.

29. **Corrupt Practices:**

- (1) 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 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 any one employed by him or acting on behalf under chapter IX of the India 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.
- (2) 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.

Page (18)

30. **Insolvency and Breach of Contract:**

- 1) Coal India Limited and /or its subsidiary companies may at time by notice in writing, summarily determine the contract without compensation to the supplier in any of the following event, that is to say  
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 of his effects or enter into any arrangements or composition with his creditors or suspend payment or if the firm be dissolved under the partnership Act.
- 2) 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.
- 3) 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 there after to the purchaser and provided also the supplier shall be liable to pay to the purchaser for any extra expenditure he is thereby put to and the supplier shall under no circumstances be entitled to any gain on repurchase.

31. **Terms of Payment:**

- 1) 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 landing, Air way bill or consignment note under which the goods charged for in the bill are dispatched by Railway, ship, Air or Road respectively, and the number and date of the letter with which such Railway Receipt, Bill of Lading, Air way bill 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 should be attached in original to the bill and its number and date quoted therein.
- 2) 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 co. payment shall be arranged by CIL normally through letter of credit.
- 3) 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.
- 4) 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.
- 5) Specific payment term may be formulated in accordance with the provisions laid down (as applicable) at chapter IX of the purchase manual.

32. **Progress Reports.**

- 1) 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.
- 2) 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.

33. All disputes arising out of the contract shall be under the jurisdiction of **Ranchi Court**

only as per” Law of the land.”

Page (19)

**ANNEXURE FOR E - PAYMENT.**

To  
Central Coal fields Limited.  
Darbhanga House.  
Ranchi.

Dear Sir,

Ref.:- AUTHORISATION OF ALL OUR PAYMENTS THROUGH ELECTRONIC FUND TRANSFER SYSTEM/RTGS/CBS/INTRA BANK TRANSFER.

We hereby authorize Central Coal fields Limited to make all our payments against our bills, refund of earnest money deposit and security deposit, through Electronic fund transfer system/RTGS/CBS/Intra Bank transfer.

A. We confirm that we are registered (Strike out which ever is not applicable) with CCL for e- payment.

(AUTHORISED SIGNATORY)

Name:

Official Stamp:

Date:-

B: The details for facilitating the payment( if not registered with CCL) are given below:

1.	NAME OF THE BENEFICIARY	
2	ADDRESS ( WITH PIN CODE)	
3.	TELEPHONE NO.( WITH STD CODE)	
4	BANK PARTICULARS	
A	BANK NAME	
B	BANK TELEPHONE NO (WITH STD CODE)	
C	BRANCH NAME	
D	BANK BRANCH CODE	
E	BRANCH ADDRESS (WITH PIN CODE)	
F	BANK FAX NO.(WITH STD CODE)	
G	9 DIGIT MICR CODE OF THE BANK BRANCH (ENCLOSED COPY OF CANCELLED CHEQUE)	
H	11DIGIT IFSC CODE OF THE BENEFICIARY'S BRANCH	
I	BANK ACCOUNT NO.	
J	BANK ACCOUNT TYPE (TICK ONE)	
	SAVING	
	CURRENT	
	LOAN	
	CASH CREDIT	
	OTHERS	
	OF OTHERS SPECIFY	
5	PERMANENT ACCOUNT NO.(PAN)	
6	E MAIL ADRESS FOR INFORMATION REGARDING RELEASE OF PAYMENTS	
7	CCL VENDOR CODE	



I/We hereby declare that the particulars given above re correct and complete. If the transaction is delayed or credit is not affected at all for reasons of incomplete or incorrect information, I /we would not hold the company responsible. We also agree to bear the bank charges, if any, for enabling such transfer.

(AUTHORISED SIGNATORY)

Name:

Official Stamp:

Date

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.

SIGNATORY)

(AUTHORISED

Authorized No:

Name:

Official Stamp:

Date:

Banks)

( Signature of Authorized official from the