



Under jurisdiction of Dhanbad Court and Jharkhand High Court

Bharat Coking Coal Limited

(A Subsidiary of Coal India Limited)

Website: www.bccl.gov.in

Office of the General Manager

Kusunda Area, PO.Kusunda

Dhanbad(Jharkhand)

Notice Inviting Tender

Tender No: BCCL/AVI/PUR/2013-14/36

Dated: 07.08.2013

I	Bids are invited from reputed & experienced suppliers specification attached in Annexure-A and as per the terms & conditions given hereunder.	
II	DETAILS OF TENDER :	
	a) MODE OF TENDER	Sealed envelope to be submitted in tender box, purchase department, Kusunda Area.
	b) TYPE OF TENDER	TWO BID
	c) ESTIMATED VALUE OF TENDER	- Rs. 31000.00
	d) TENDER FEE	- NIL
	e) EARNEST MONEY DEPOSIT	NIL
	f) DUE DATE & TIME OF SUBMISSION	UPTO 1.00 PM IST OF 11.09.2013
	g) DUE DATE & TIME OF OPENING OF TENDER.	UPTO 3.30 PM IST OF 11.09.2013
	h) TENDER PAPER ISSUED FROM	20.08.2013 to 10.09.2013
	NOTE: The bidders who have not submitted the required tender fee, earnest money/exemption documents for tender fee will not be considered for opening of their price bid.	
A	Any order resulting from this enquiry shall be governed by the terms and conditions in order & enquiry.	
B	Where counter terms and conditions have been offered by the supplier, the purchase shall not be governed by them unless specific acceptance has been given in writing in the order by the purchaser. No deviations to the terms & conditions are allowed.	
C	The Company has the right to cancel the enquiry or extend the due date of receipt of offer and/or opening of tender without assigning any reason thereof.	
D	BCCL reserves the right to vary the quantity of the above items	
E	METHODOLOGY OF SUBMISSION OF TENDER: The bidders must submit their offer i.e. PART – I and PART – II The PART – I will contain all Techno-Commercial terms and conditions except PRICE . The PART-II will contain only PRICE BID . The following documents as indicated below must be submitted in sealed cover addressed to Material Manager (Purchase), Kusunda Area, BCCL, Dhanbad-828116 super scribed with the name & address of the tenderer, tender No. and date and time of opening of tender, on or before the due date and time of submission of required documents (i) Tender fee or exemption certificate duly self attested-Refer	

	<p>(ii) EMD or exemption certificate duly Notary attested. Refer Clause-16 of Commercial Terms</p> <p>(iii) Integrity Pact duly signed and stamped indicating the name and designation / capacity of the signatory. –Refer Clause- I of Commercial Terms, if applicable</p> <p>(iv) Authorization of principal manufacturer to quote against the referred tender. (if offer is submitted by a firm exclusively authorized by the manufacturer)</p> <p>(v) Copy of exemption certificate towards Sales Tax duly self attested, if applicable.</p> <p>(vi) Copy of exemption certificate towards Excise Duty duly self attested, If applicable</p> <p>(vii) Copy of complete set of NSIC registration certificate / Copy of complete set of DGS&D registration certificate clearly highlighting the list of tendered items duly self-attested and Notarized as per NIT clause no. 24</p> <p>(viii) Copies of supply orders duly notarized received by the bidders during the last 5 calendar years from BCCL or other CIL subsidiaries or any other govt. department/undertaking</p> <p>(ix) Non-Banned or de-listed supplier declaration, as per clause 27 of NIT.</p> <p>(x) Other documents required as per NIT to be submitted by the bidder, if any.</p> <p>(xi) All the documents, as per Eligibility Criteria/Proven-ness Criteria/Technical Specification of NIT.</p> <p>(xii) List of Documents submitted by the bidder must be enclosed on the letterhead of the bidder, giving the reference of the tender no. & date and due date of opening.</p>	
F	<p>TENDER FEE: The bidders are required to submit the tender fee for the amount specified in the advertisement in the form of account payee Demand Draft / Banker Cheque in favour of BHARAT COKING COAL LIMITED payable at DHANBAD (JHARKHAND).</p> <p>Government (State / Central) / Public sector Undertakings are exempted from paying tender fee. Ancillary units of BCCL for tendered items are also exempted from paying tender fee for the tendered items. Firms registered with NSIC for tendered items are also exempted from depositing tender fee.</p> <p>In case such tenderer claims exemption for payment of tender fee, they should submit self certified copy of documents proving entitlement for exemption from payment of tender fee.</p>	
III	<p>COMMERCIAL TERMS AND CONDITIONS: Bidders are requested to read carefully following terms and conditions.<u>It is essential for the bidder to un-conditionally accept all the terms and conditions indicated below :</u></p>	
1	<p>Price:- In price</p> <p>The price bid should content the following the unit price (rate must be quoted firm and on F.O.R. destination basis with the following break up</p> <p>a) Ex – work unit price.</p> <p>b) Freight , Insurance , packaging and forwarding charges on lump sum basis.</p>	AGREE
2	<p>VALIDITY OF THE OFFER: The validity of the offer should be for a period of 180 days from the date of tender opening.</p>	AGREE
3	<p>Payment Terms:</p> <p><u>a) For indigenous supplies:-</u></p> <p>100% within 21 days of receipt and acceptance of the materials by the consignee or from date of receipt of Bill whichever is later by the consignee.</p> <p>In case of indigenous supplies, Tenderers are required to furnish the following details/information in the PROFORMA given below, which must be duly filled in and bear signature to be enclosed in TRIPLICATE along with techno-commercial bid Part-I for transferring the Money to the supplier’s account through Electronic Mode including</p>	AGREE

Electronic Fund Transfer (EFT) & Electronic Clearance System (ECS) while making payment by BCCL:-

PROFORMA to be submitted in Triplicate

1	VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S NAME & ADDRESS: (With Telephone No. & Fax No.)	
2	PARTICULARS OF BANK ACCOUNT:	
	A. BANK NAME:	
	B. BRANCH NAME: (Including RTGS Code)	
	ADDRESS:	
	C. 9-DIGIT CODE NUMBER OF THE BANK & BRANCH (Appearing on MICR Cheque issued on the Bank) Or 5-DIGIT Code Number of SBI	
	D. ACCOUNT TYPE: (S.B. Account/Current Account Or Cash Credit with Code 10/11/13)	
	E. LEDGER NO./LEDGER FOLIO NUMBER:	
	F. ACCOUNT NUMBER (CORE BANKING) & STYLE OF ACCOUNT (As appearing on the Cheque Book)	

3. Date of Effect: I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the scheme. Any bank charges levied by the bank of such e-transfer shall be borne by us.

Date:

(.....)

Signature of the Customer/Vendor/Supplier/Contractor

Certified that the particulars furnished above are correct as per our records.

(.....)

Signature of the Authorized Officials from the Bank

4

DELIVERY REQUIREMENT-

Within 30 days or earlier from the date of placement of order.

Safe arrival of materials at the consignee end shall be the responsibility of supplier.

Delivery schedule shall be reckoned from the 10th day from the date of order and the date of receipt of materials at our stores shall be treated as the date of delivery.

Normally extension of delivery period will not be granted. However, in case extension of delivery period becomes essential, the supplier will send their request for extension of delivery period to the purchaser before expiry of delivery period. In the event of failure to supply the ordered material within the stipulated delivery schedule, the successful tenderers must obtain extension of delivery period, with or without liquidated damage, before dispatch/supply of the ordered goods. Supplies made without obtaining extension of delivery period shall be liable for non acceptance at the stores.

AGREE

	Note: <u>For Materials other than Equipment (If specific delivery schedule is mentioned in the NIT):</u> The bidder should be in a position to supply at least 25% of the total quantity for which the tender has been issued, within the specified delivery schedule.	
	If the order is placed on the assurance of earlier delivery offered in preference to the lowest acceptable offer, in case of failure, the successful bidder will be liable to pay the difference between the lowest acceptable offer and the price at which the order is placed on the successful bidder. Offers from bidders who fail to comply with the above qualification criteria shall be considered unresponsive.	AGREE
5	Unless otherwise specified in this NIT, the Purchase order, if placed, shall be subject to the General terms and conditions given separately as Annexure-“D”	AGREE
6	Penalty for Delay in Supply (L. D. Clause): The bidders will confirm their acceptance of the following Liquidated Damage Clause: In the event of failure to deliver the equipment/stores within the stipulated date/period to effect supply in accordance with the terms and conditions and the specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, Bharat Coking Coal Ltd., shall be entitled at its option either to enforce the following: a) To recover from the successful bidder as agreed liquidated damages, a sum of 0.5%(Half Percent) of the price of any stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (Ten Percent) and where felt necessary by BCCL it may be increased up to 15 %.. b) To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk and expenses of the defaulting supplier and also/or c) To purchase elsewhere after notice to the successful tenderer on the account and at the risk of the defaulting supplier, the equipment/stores not supplied or others of similar description without canceling the supply order in respect of the consignment not yet due for supply/or d) To extend the period of delivery with or without liquidated damages as may be considered fit and proper. The liquidated damages if imposed, shall not be more than the agreed liquidated damages referred to in CLAUSE 14 (a) above except in case of force majeure condition. e) Whenever under this contract any sum of money is recoverable from and payable by the supplier, Bharat Coking Coal Ltd., shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum or which at any time thereafter may become due to the successful tenderer in this or any other contract, should this sum be not sufficient to recover the full amount recoverable. The successful tenderer shall pay to Bharat Coking Coal Ltd., the balance amount on demand of the remaining balance. The supplier shall not be entitled for any gain on any such purchase. f) To forfeit the security deposit fully or in part.	AGREE
7	<u>Force Majeure Conditions</u> - If the execution of the Contract / Supply Order is delayed beyond the period stipulated in the Contract / Supply Order as a result of hostilities, declaration of embargo or blockade or flood, acts of nature or any other contingency beyond the supplier's control due to act of God, then BCCL may allow such additional time by extending the delivery period as is considered justified by the circumstances of the case and its decision shall be final. In case additional time is granted by BCCL for execution of the Contract / Supply Order, the Contract / Supply Order shall be read and understood as if it had contained from its inception the delivery date as extended. a) The successful bidder will advise, in the event of his having to resort to this clause, by a registered letter, duly certified by the local chamber of commerce, or statutory	AGREE

	<p>authorities, the beginning and end of the causes of the delay, within 15 days of the occurrence and cession of such force majeure conditions. In the event of delay lasting out of force majeure, BCCL will reserve the right to cancel the contract, and provisions governing termination of contract as stated in the bid documents will apply.</p> <p>b) For delay arising out of Force majeure, the bidder will not claim the extension in completion date for a period exceeding the period of delay attributable to the causes of force majeure and neither BCCL nor the bidder shall be liable to pay extra cost provided it is mutually established that the force majeure conditions did actually exist.</p> <p>c) If any of the force majeure conditions exist in the place of operation of bidder even in the time of submission of bid, he will categorically specify them in his bid, and state whether they have been taken in to consideration in their quotation.</p>	
8	<p>PRICE FALL CLAUSE - The price charged for the Stores / Equipment supplied against the order, if placed, shall in no event exceed the lowest price at which the bidder shall sell or offer to sell the Stores / Equipment of identical description to its any other customer during the pendency of the Contract / Supply Order. If the successful tenderer at any time during the pendency of the Contract / Supply Order sells or offers to sell such stores to any customer, at a price lower than the price stipulated in the Contract / Supply Order placed by BCCL, the successful tenderer shall forthwith notify to BCCL such reduction in sale price of stores / equipment supplied after such reduction coming into force shall stand correspondingly reduced.</p>	AGREE
9	<p>COMPOSITE GUARANTEE / WARRANTY - The supply shall be covered by the maker's standard guarantee as follows: The supplier shall warrant that the equipment supplied under the contract / supply order</p> <p>(a) is new, unused and of current design not likely to be discontinued or become obsolete till the life of the offered equipment.</p> <p>(b) Is in accordance with the contract specifications.</p> <p>(c) Shall have no defects arising out of design, materials or workmanship.</p> <p>The supplier shall guarantee for the satisfactory performance of the complete equipment/ stores for a period of 12 months from the date of commissioning or 18 months from the date of dispatch, whichever is earlier. In the event of any defects in materials, design and workmanship during the aforesaid period is found due to faulty design or poor workmanship, the defective part or parts will be replaced by the supplier at site free of cost within 30 days of settlement of warranty claims. The bidder will be required to stock spare parts to take care of warranty failures. Spares should be available within 2 weeks of the breakdown being intimated to them.</p> <p>The guarantee/composite warranty shall be submitted along with the bill. The warranty shall cover for the total equipment so that the necessity of having to approach different manufacturers of various components/assemblies does not arise and all services under warranty clause shall be the responsibility of the ultimate supplier of the composite equipment. You will also replace the defective parts, if any, during the warranty period free of cost. The responsibility to collect the defective / rejected material will lie with the supplier and the cost for such collection will have to be borne by the supplier.</p>	AGREE
10	<p>The original Bank Guarantee should be sent to the beneficiary directly by the issuing bank under registered post with A.D</p> <p>However in exceptional cases, where the Bank Guarantee is handed over to the customer for any genuine reasons, the issuing bank should immediately send by Registered Post with A.D an unstamped duplicate copy of the BG directly to the beneficiary with a covering letter requesting them to compare with the original received from supplier and confirm that it is in order. The A.D card should be kept with the loan papers of the relevant BG.</p>	AGREE

11	<p><u>EARNEST MONEY DEPOSIT:</u> The value of Earnest money to be deposited by the tenderer shall be @2% of the value of the estimated cost of tendered for or Rs. 10,00,000/- (Ten Lakh), whichever is lower. EMD shall be in the form of Demand Draft in favour of BHARAT COKING COAL LTD. payable at Dhanbad and MUST accompany the quotation, i.e., the PART-I of the bid. For the unsuccessful tenderer, the Earnest money shall be refunded after finalization of tender. The EMD shall be forfeited if the tenderer withdraws their offer before finalization of the tender or fails to submit the order acceptance within 15 days from the date of order.</p> <p>For successful bidders, the EMD shall be refunded after receipt of acceptance of the order along with the Security Deposit from the bidder.</p> <p>Tenders submitted without EMD (Except for the firms which are specifically exempted from EMD in the tender documents) are liable for rejection without any further correspondence.</p>	AGREE
12	<p><u>SECURITY DEPOSIT:</u> The successful tenderers will be required to deposit as security money 10% of the value of the contract (including Taxes, duties, and other charges to the FOR Destination prices in case of orders in INR and in case of IMPORT Order by adding the estimated amount of freight, Insurance, Port Insurance and Custom Duties etc. as applicable) without having any ceiling in the form of Bank Draft /Bank Guarantee within 15 days from the date of order. The validity of B.G. will be for a period of three months beyond the expiry of delivery period. If the successful tenderer fails to deposit the security deposit within 15(fifteen) days from the date of order, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by BCCL . For successful tenderers, the Security Money shall be Refunded within 30 days of satisfactory execution of contract. For unsatisfactory execution of contract and/or failure of execution of contract, the security money shall be forfeited.</p> <p>(i).Security money may be converted in to PBG where ever PBG is required. For procurement value less than Rs. 1,00,000.00 (Rs. One Lakh only), EMD/Security Deposit shall not be required.</p>	AGREE
13	<p><u>EXEMPTION FROM EMD/SECURITY DEPOSIT:</u></p> <p>"If any State /Central Government Organization / PSU and valid DGS&D/NSIC registered (for the tendered items)firm can produce documentary evidence issued by Government authorities for according exemption towards submission of EMD /SD, they may be considered for exemption form submission of EMD / Security deposit. Ancillary unit of BCCL for tendered items are also exempted from depositing EMD/SD."</p> <p>In case of NSIC/DGS&D registered bidders, for availing exemption from submission of EMD/SD all the items quoted by the bidders, have to be covered by registration with NSIC/DGS&D. In other words, if any of the quoted items is not covered by NSIC/DGS&D registration, the bidder has to submit EMD / SD.</p> <p>"Similarly, ancillary unit of BCCL shall be exempted from EMD/SD for the items for which they are declared as ancillary unit of BCCL. If any of the quoted items is not covered in the ancillary certificate, the bidder has to submit EMD/SD."</p>	AGREE
14	<p><u>Taxes and Duties:</u></p> <p>a) Excise Duty, if applicable, will be payable extra as per prevailing Excise Rules. The firm should confirm in the techno-commercial bid that Refund/Credit, if any, obtained shall be passed on to the buyer, which shall be certified by the auditor of</p>	AGREE

the supplier.

- b) The supplier shall be entirely responsible for all taxes, stamp duties and other such levies imposed outside the Purchaser's country, including all Bank Charges.
- c) The Purchaser shall bear all taxes, duties etc. within the contractual delivery period on submission of documentary evidence, levied by the Government or any other agency in the Purchaser's country- including all Bank Charges in case of imports.
- d) **Rate of Excise Duty** - The legally applicable rate of Excise Duty should be clearly mentioned in the commercial bid (PART I) and the rate and the value in the price bid (PART-II).

In case the price is stated to be inclusive of excise duty, the current rate included in the price must be indicated. If the tenderer is exempted from paying the excise duty, the same must also be confirmed with valid documentary evidence.

In case the rate of excise duty varies with the turnover of the company, and the price is exclusive of excise duty, the tenderer shall have to specify the rate applicable to BCCL. If the tenderer fails to specify the exact rate of ED applicable, the maximum rate currently leviable shall be loaded on the price.

- e) **Sales Tax:** The legally applicable rate of Sales Tax should be clearly mentioned in the commercial bid (PART-I) and the rate and value in the price bid (PART-II). **Claims for Concessional CST Forms is to be submitted to the consignee for the quarter(s) ending on the 30th June, the 30th September, the 31st December and the 31st March, for which period(s) the said CST forms are required to be received, shall be made within 7th day of the month, after the end of the succeeding respective quarter.**

NOTE: Set-off being extended to BCCL as per provisions of VAT shall be considered while arriving at the ranking status of the firms.

f) CENVAT:

BCCL is entitled to avail CENVAT credit on account of Excise duty for indigenous products and countervailing duty and special additional duty for imported products hence set-off is allowed against above as per Central Excise duty Act, for determining the tenders status i.e. L-1 bidder. The invoice should contain the following:

Invoice issued by the supplier for Revenue and Capital goods:

- Name and address of assessee
- Serial No of Invoice (Should not be hand-written)
- Central Excise Duty Registration Number(assessee & consignee)
- Address of concerned Central Excise Division(assessee & consignee)
- Range and Commission rate (assessee & consignee)
- Name & Address of the consignee
- Time and date of removal
- Description and classification of Goods
- Mode of the transport and vehicle registration number
- Rate of duty
- Quantity and value of goods and Duty payable thereon.
- Education Cess and Higher Education Cess to be shown separately for complying with CENVAT Credit Rules
- Five copies of Invoice are to be submitted among those original copy being marked as original for buyer, duplicate copy as duplicate for transporter

Invoice issued by input service provider should contain following information:

- Serial number (Should not be hand-written).
- Name, address and registration no. of person providing taxable services

	<ul style="list-style-type: none"> ➤ Name and address of the person receiving taxable services ➤ Description, classification and value of taxable services provided or to be provided ➤ Service tax payable thereon. Education Cess and higher education Cess to be shown separately for complying with CENVAT Credit Rules. ➤ Consignors/Service providers should show excise/service tax element separately in their offer and invoice should be raised as per CENVATCREDIT Rules as stated earlier. ➤ CENVAT credit is also available on countervailing duty, on special additional duty of customs and educational & higher educational cess etc. for which bidders are required to confirm in their offer that they will submit a copy of bill of entry along with their bills in case of import. <p>All bidders including First stage and second stage dealers shall be required to submit cenvatable invoice for excisable goods unless the bidder is exempted from doing so as per relevant provision of excise notification. Firm claiming exemption from submission of cenvatable invoice shall submit documentary evidence to this effect.</p>	
15	<p>PAST SUPPLY DETAILS: The bidders shall essentially submit notarized copies of order received by them from CIL / its subsidiaries / Government Departments and / or other mining industries/ other Industries as per eligibility criteria/provenness criteria along with other documents to be submitted off-line. Failure to submit the documents shall render a tender liable for rejection.</p>	AGREE
16	<p><u>Inspection and Tests:</u></p> <ul style="list-style-type: none"> (i) The purchaser or its authorised representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes. (ii) The inspections and tests may be conducted on the premises of the supplier or its sub-contractors), at point of delivery and/or at the goods final destination when conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production date, shall be furnished to the inspectors at no charge to the purchaser. (iii) Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods or make all alternatives necessary to meet specification requirements free of cost to the Purchaser. (iv) The Purchaser's right to inspect, test and, where necessary, reject the goods after the Goods arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representatives prior to the Goods shipment from the country of origin. (v) Materials are subject to inspection by the purchaser before dispatch. The materials may also be subject to stage inspection by a third party nominated by BCCL for the purpose. Final inspection shall, however, be carried out at the consignee's end. (vi) Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract. (vii) The purchaser shall, at its discretion, have the right to test the ordered material in a Government Test House or in a test house nominated by the purchaser. In case of failure of the material after testing, the cost of tests as well as of the material shall have to be borne by the supplier. 	AGREE

	(viii) Pre-dispatch inspection by M/s CMPDIL as per Appendix III	
17	Ancillary units of BCCL shall be extended the benefits, as per the prevailing policies of the Company.	SUBMITTED
18	B. SPECIAL CONDITIONS: Any document (except printed leaflets and catalogues) submitted by the bidders along with their bids MUST bear the seal and signature of the bidder. No such unauthenticated documents shall be entertained/accepted unless they are properly authenticated (signed and duly stamped) by the bidder.	AGREE
19	In case of offer for imported items on FOR Destination basis a certificate along with their offer of their Auditor certifying that they have paid Custom Duties as per prevailing Custom rates and refund if any shall be passed on to the buyer.	AGREE
20	The bidders are requested to please note the following while submitting their offers; “OFFERS WHICH DO NOT MEET TENDER REQUIREMENTS EITHER TECHNICALLY OR COMMERCIALY ARE LIABLE FOR REJECTION. CLARIFICATIONS MAY NOT BE SOUGHT FROM TENDERERS AFTER THE TENDERS (PART-I) ARE OPENED” BCCL RESERVES THE RIGHT TO ACCEPT OR REJECT ANY TENDER EITHER IN WHOLE OR IN PART WITHOUT ASSIGNING ANY REASONS WHATSOEVER.	AGREE
21	<u>Distribution of Order:</u> <u>For non R/C items other than explosives.</u> L-1 Tenderer shall be booked up to their offered capacity to supply within the specified delivery period. For balance requirement, the L-1 price (landed) shall be counter offered to L-2 Tenderer and after their acceptance L-2 Tenderer shall be booked for their offered capacity. Similar process of counter offering L-1 rate to L-3 Tenderer, L-4 Tenderer and so on and placement of order for their offered quantity subject to their matching L-1 rate will continue till the full requirement is covered for supply within the specified delivery period.	AGREE
22	CONSIGNEE PARTICULARS Depot Officer, Regional Store, Godhur, Kusunda Area, BCCL, Dist. Dhanbad (Jharkhand)	AGREE
23	Submission of certificates etc.: The self attested copies of documents like valid DGS&D/NSIC Registration certificate and any other documents issued by independent statutory bodies of Govt. of India etc. shall be necessary attested by the Notary Public and duly stamped.	AGREE
24	Certificate for Indigenous content (if applicable): A domestic manufacturer shall be considered as an indigenous manufacturer, if the equipment manufactured and offered by them against tender has indigenous material content cost plus labor content cost in excess of 30% of ex-works value of the equipment including all taxes and duties. This is to be certified by the auditor of the manufacturer giving reference of the specific tender against which the certificate is being submitted.	AGREE
25	Submission of Bank Guarantee: The original Bank Guarantee should be sent to the beneficiary directly by the issuing Bank under Registered Post (A.D.). However, in exceptional cases, where the Bank Guarantee is handed over to the customer for any genuine reasons, the issuing branch should immediately send by Registered Post (A.D.) an unstamped duplicate copy of the guarantee directly to the beneficiary with a covering letter requesting them to compare with the original received from supplier and confirm that it is in order. The A.D. card should be kept with the loan papers of the relevant guarantee.	AGREE

26	BANNED OR DELISTED SUPPLIERS: The bidders would confirm that they have not been banned or de-listed by any government or quasi-government or PSU's. If a bidder has been banned by any government or quasi-government or PSU's. This fact must be clearly stated and it may not necessarily be a cause for disqualifying him. If this confirmation is not given/ uploaded, the bid will be rejected as non-responsive.	AGREE
27	<p>MSM Enterprise: As per provision of Micro, Small and Medium Enterprises Development Act, 2006, The vendors should confirm their Registration Number along with the name of their Registering Authority. They should also attach a duly self-certified copy (certified by the Chief Executive of the Enterprise) of the valid registration certificate with each invoice against each dispatch of all purchase orders.</p> <p>“20% of the tendered quantity shall be reserved for procurement from participating Micro & Small Industries subject to their quoting price within the price band of L-1 +15% and bringing down their price to L-1 price in a situation L-1 price is from someone other than a Micro and small enterprises, the supply shall be proportionate to tendered qty.”</p> <p>Out of 20% of this quantity, 4% shall be procured from Micro & Small Enterprises owned by SC/ST entrepreneurs provided they meet the tender requirement and L-1 price. In event of failure of such Micro & Small Enterprises to participate in tender process of meet tender requirement and L-1 price this 4% requirement earmarked for Micro & small Enterprises owned by SC/ST shall be met from other Micro & Small Enterprises.</p> <p>The firm has to submit a copy of Entrepreneurs memorandum certificate i.e. EM-Part-2 issued by District Industries Centre to claim their status as “MICRO” & “SMALL” Entrepreneurs. “SC” & “ST” Entrepreneurs has to submit necessary cast certificate issued by State Authorities.</p>	AGREE
28	SUB-CONTRACT: Sub-Contract will not be allowed in part or in whole under any circumstances.	AGREE
29	RIGHT OF ACCEPTANCE: The purchaser does not bind himself to accept the lowest or any other tender and reserves the right of accepting the whole or any part of the tender or portion of the quantity offered. BCCL reserves the right to reject or accept any tender either in whole or in part without assigning any reason whatsoever.	AGREE
30	RIGHT TO INFORMATION ACT: Any document/information submitted by the bidder can be made public at appropriate stage, as per Right to information Act. 2005.	
31	General terms and Conditions: Unless otherwise specified in the NIT, the Purchase order, if placed, shall be subject to the General Terms and Conditions of Supply of Stores given with NIT as ANNEXURE –D. In case there is a conflict in any particular term of the NIT with the General Terms, the terms of the NIT will prevail.	ACCEPTED
32	JURISDICTION: Any dispute arising out of this enquiry shall come under the sole jurisdiction of the Dhanbad/Jharkhand High Court, (INDIA).	AGREE
33	Acceptance of all NIT Technical & Commercial Terms without any reservation whatsoever.	AGREE

Material Manager (Purchase)
Kusunda Area.

For Bharat Coking Coal Ltd

Enclosures:

Annexure-A: Technical Specification, Schedule of Requirement.

Annexure-D: General Terms & Conditions.

Annexure-I : Format of Bank Guarantee for security deposit

SCHEDULE OF REQUIREMENTS

SL.NO.	DESCRIPTION OF ITEM	SPECIFICATION	QTY.REQD.
1.	HALOGEN LAMP FITTING COMPLETE WITH 1000 WATT LAMP	1000 W	6 NOS.
2.	HALOGEN LAMP	1000 W	100 NOS.
3.	HOLDER FOR HALOGEN TUBE 230 V	1000 W	50 NOS.

ANNEXURE - D

GENERAL TERMS AND CONDITIONS OF SUPPLY OF STORES

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

- i. "Contract" means the invitation of tender, instructions to tenderers, acceptance of tender, particulars and the general and special conditions specified in the acceptance of tender and include a repeat order which has been accepted and acted upon by the supplier.
- ii. The term "SUPPLIER" shall mean the person, firm or company with whom the contract is placed and shall be deemed to include the supplier in successors (approved by the Purchaser) representatives, heirs, executors, administrators and permitted assignee as the case may be.
- iii. "CONTRACT PRICE" shall mean the sum accepted or the sum calculated in accordance with the price and / or terms accepted by or on behalf of the purchaser.
- iv. The Chairman – cum- Managing Director means Chairman – cum Managing Director of Bharat Coking Coal Limited, Dhanbad.
- v. The term DRAWING shall mean the drawings, the plans specified in or annexed to the schedule of specification.
- vi. The term "PURCHASE EXECUTIVE" shall mean the purchaser or purchaser named in the schedule to the tender, his or their successors or assignees.
- vii. The term INSPECTOR shall mean any person nominated by or on behalf of the purchaser to inspect supplies, Stores or works under the contract or his duly authorized agent.
- viii. The term PROGRESS OFFICER shall mean any person nominated by or on behalf of the purchaser to visit supplier's works to ascertain the position of deliveries of stores purchased.
- ix. The term MATERIALS shall mean anything used in the manufacture or fabrication of the stores.
- x. The term PARTICULARS shall mean the following:
 - a. Specification
 - b. Drawing
 - c. Sealed pattern denoting a pattern sealed and signed by the inspector
 - d. Certified or sealed sample denoting a copy of the sealed pattern or sample sealed by the purchaser for guidance of the Inspector.
 - e. Trade pattern denoting a standard of the ISI or other standardizing authority of Bharat Coking Coal Limited and / or a general standard of the Industry and obtainable in the open market.
 - f. Proprietary makes denoting the product of an individual manufacturer
 - g. Any other details governing the construction, manufacturer and or supply as existing in the contract
- xi. STORES means the goods specified in the supply order or schedule which the contractor has agreed to supply under contract.
- xii. The term TEST shall mean such test or tests as are prescribed by the specification or considered necessary by the Inspector or any agency acting under direction of the Inspector.
- xiii. The term SITE shall mean the place or places named in the SUPPLY ORDER or such other place or places at which any work has to be carried out as may be approved by the purchaser.
- xiv. Works denoting the persons shall include any company or association or body of individuals whether incorporated or not.
- xv. WRITING shall include any manuscript, typewritten or printed statement under or over signature or seal as the case may be.
- xvi. UNIT & QUALITY means the unit and quantity specified in the schedule.
- xvii. SUPPLY ORDER or PURCHASE ORDER means an order for supply of stores and includes an order for performance.

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

- i. The consignee at his premises or
- ii. Where so provided the interim consignee at his premises or
- iii. A carrier or other persons named in the contract an interim consignee for the purpose of transmission to the consignee.
- iv. The consignee at the destination station in case of contracts stipulated for delivery stores at destination station.

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

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

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

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

(b) Address to which communications are to be sent for all purposes of the contract, including arbitration there under, the address of the supplier mentioned in the tender shall be the address to which all communications addressed to the supplier shall be sent, unless the supplier has notified a change by a separate letter containing no other communication and sent by registered post acknowledgement due to the head of the office placing the supply order. The supplier shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid. Any communication or notice on behalf of the purchaser in relation to the contract may be issued to the supplier by Purchase Executive and all such communications and notices may be served on the supplier either by registered post or under certificate of posting or by ordinary post or by hand delivery at the option of such executive.

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

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

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

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

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

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

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

vii. Tender must clearly specify their recommended spare parts that will be supplied along with the main unit and item wise prices of the spares parts, also what are fast moving, medium moving, slow moving and insurance spares and the period 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 initialed by the tenderers, failing which their tenders will not be considered.

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

- 8
- i. Samples of each item, if considered necessary, should be submitted simultaneously by the contractor for inspection by Inspector / Inspectors unless the articles under tender are of considerable bulk in which case separate arrangement will be made for inspection of the articles offered while considering the quotation.
 - ii. All samples required for inspection or test shall be supplied by the successful tenderer free of cost.
 - iii. All samples must be clearly labeled with the tenderers name, this offer enquiry number and the last date of opening of tender.
- 9
- a) Subletting and Assignment :** The supplier shall not save with the previous consent in writing of the purchaser, sublet, transfer, assign the contract or any part thereof or interest therein or benefit or advantage thereof in a manner whatsoever. Provided nevertheless that any such consent shall not relieve the supplier from any obligation, duty or responsibility under the contract.
- b) Change in a Firm:**
- i. Where the supplier is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the purchaser (which may be granted only as an exception) of a written undertaking by the new partner to perform the contract and accept as liabilities incurred by the firm under the contract prior to the date of such undertaking.
 - ii. On the death or retirement of any partner of the supplier firm before complete performance of the contract the purchaser may at his option cancel the contract in such case the supplier shall have no claim whatsoever for compensation against the purchase.
 - iii. If the contract is not determined as provided in the sub-clause 1.ii above notwithstanding the retirement of a partner from the firm, he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act has been sent by him to the purchaser by registered post acknowledgement due.
- 10
- (a) Consequence of Breach:** Should the supplier or a partner in the supplier firm commit breach of either of the conditions (a) or (b) of this sub-clause, it shall be lawful of the purchaser to cancel the contract and purchase or 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 Ltd. and/or its subsidiary companies as to any matter or thing concerning or arising out of this sub-clause or any question whether the supplier or any partner of the supplier firm has committed a breach of any of the conditions in this sub-clause contained shall be final and binding on the supplier.
- 11
- Use of raw materials secured with Government assistance:**
- a. Where any raw material for the execution of the contract is procured with the assistance of CIL and or its subsidiary companies by purchase or under arrangement made or permit, license, quota certificate or release order issued by or on behalf of or under authority or by any officer empowered in that behalf by law, or is issued from government stock and where advance payments are made to the supplier to enable him to purchase such raw materials for the execution of the contract, the supplier.
 - I. Shall hold such material as trustee of Coal India Limited and / or its subsidiary companies.
 - II. Shall use such material economically and solely for the purpose of the contract.
 - III. Shall not dispose of the same without the previous permission in writing of the purchaser; and
 - IV. Shall tender due account of such material and return to the purchaser at such place as the purchaser may direct all surplus or unserviceable material that may be left after the completion of the contract or its termination for any reason whatsoever. On returning such material, the supplier shall be entitled to such price thereof as the purchaser may fix having regarding the condition of such material.
 - b. Where the contract is terminated due to any default on the part of the supplier, the supplier shall pay all transport charges incurred for returning any material upto such destination as may be determined by CIL and / or its subsidiary companies whose decision shall be final.
 - c. If the supplier commits breach of any of the conditions in this clause specified, he shall, without prejudice to any other liability, penal or otherwise, be liable to account to CIL and or its subsidiary companies all money, advantages of profits accruing from or which in the usual course would have accrued to him by reasons of such breach.

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

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

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

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

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

15 **Inspection and Rejection:** Generally the stores shall be of the best quality and workmanship and comply with the contract or supply order in all respect. The stores supplied shall be in accordance with specification unless any deviation is authorised and specified and specified in the contract or supply order or any amendment thereof.

a) Facilities for Test and Examination: The supplier shall, at his own expenses, afford to the Inspector all responsible facilities and such accommodation as may be necessary for satisfying it, that the stores are being and/or have been manufactured in accordance with particulars. The Inspector shall have full and free access at any time during the execution of the contract to the suppliers work for the purpose aforesaid, and he may require the supplier.

b) Cost of Test :The supplier shall provide without any extra charge, all materials, tools, labour and assistance of every kind which the inspector may demand from him for any test, and examination, other than special or independent test, which he shall require to be made on the supplier's premises and the supplier shall bear and pay all costs attendant thereon. If the supplier fails to comply with the conditions aforesaid, the Inspector shall in consultation with the purchaser, be entitled to remove for test and examination all or any of the stores manufactured by the supplier to any premises other than his (suppliers) and in all such cases the supplier bear the cost of transport and/or carrying out such tests elsewhere. A certificate in writing of the Inspector that the supplier has failed to provide the facilities and the means, for test and examination shall be final.

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

d) Liability for Costs of Laboratory Test : In the event of rejection of stores or any part thereof by the Inspector in consequence of the sample thereof, which removed to the laboratory or other place of test, being found on test to be not in conformity with the contract or in the event of the failure of the supplier for any reason to 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 suppliers account.

g) Inspector – Final Authority and to Certify Performance

i. The Inspector shall have the power: Before any stores or part thereof are submitted for inspection to certify that they can not be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacturer.

- ii. To reject any stores submitted as not being in accordance with the particulars.
- iii. To reject the whole of the installment tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he satisfied that the same is unsatisfactory; and
- iv. To mark the rejected stores with a rejection mark so that they may be easily identified if resubmitted.

(h) Consequence of Rejection : If on the stores being rejected by the Inspector or consignee at the destination, the supplier fails to make satisfactory supplies within the stipulated period of delivery, the purchaser shall be at liberty to “

- i. Allow the supplier to resubmit the stores, in replacement of those rejected, within a specified time, the suppliers bearing the cost of freight, if any, on such replacement without being entitled to any extra payment on the account; or
- ii. Purchase or 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
- iii. 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 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 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.

(k) Notification of Result of Inspection: Unless otherwise provided in the specification or schedule, the examination of the stores will be made as soon as practicable after the same have been submitted for inspection and the result of the examination shall be notified to the supplier.

(l) Marking of Stores :The supplier shall if so required, at his own expense mark or permit the Inspector to mark all the approved stores with a recognized Government or purchaser’s mark. The stores which can not be so marked shall, if so required by the Inspector, be packed in suitable package or cases each of which shall be sealed and marked with such mark.

(m) Removal of Rejection

- i. Any stores submitted for inspection at a place other than the premises of the supplier and rejected shall be removed by the supplier subject as hereinafter provided within 14 days of the date of receipt of intimation of such rejection. If it is proved that letter containing such intimation is addressed and posted to him at the address mentioned in the schedule, it will be deemed to have been served on the supplier at the time when such letter would in the course of ordinary post reach the supplier. It shall be competent for the Inspector to call upon the supplier to remove what he considers to be dangerous, infected or perishable stores within 48 hours of the receipt of such intimation.
- ii. Such rejected stores shall under all circumstances lie at the risk of the supplier for the moment such rejection and if such stores are not removed by the supplier within the period aforementioned, the Inspector/Purchaser may either return the same to the supplier at his risk and cost a public tariff rate by such mode of transport as the purchaser or Inspector may select, or dispose of such stores at the supplier’s risk on his account and retain in such portion of the proceeds as may be necessary to cover any expense incurred in connection with such disposal. The purchaser shall also be entitled to recover handling and storage charges for the period during which the rejected stores are not removed.

(n) Inspection Notes: On the stores being found acceptable by the Inspector, he shall furnish the supplier with necessary copies of inspection note duly completed, for being attached to the supplier’s bill thereof.

16 Packing and Transport

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

(b) The successful tenderer is responsible for obtaining a clear receipt from the transport authorities specifying the goods dispatched. He will not book any consignment on a “said to contain” basis. If he does so, he does it on his

own responsibility. South Eastern Coalfields Limited shall pay for only such stores as are actually received by them in accordance with the contract.

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

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

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

17 Delivery: The time for and the date of delivery of the stores stipulated in the 'Purchase Order' shall be deemed to be the essence of the contract and delivery of the stores must be completed by the date specified.

18 If the execution of the contract / supply order is delayed beyond the period stipulated in the contract / supply order as a result of outbreak of hostilities, declaration of any embargo or blockage, or fire, flood, acts of nature or any other contingency beyond the suppliers' control due to act of God then CIL or its subsidiary Companies may allow such additional time by extending the delivery period, as it considers to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by the CIL and its subsidiary companies, the contract / supply order shall be read and understood as if it had contained from its inception the delivery date as extended.

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

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

21 The supplier shall at all times indemnify CIL and its subsidiary companies against all claims which may be made in respect of the supplies for infringement of any right protected by patent, Registration of Design, or Trade Mark, provided that in the event of any claim in respect of alleged breach of Letter Patent, Registered Design, or Trade Mark being made against CIL and / or its subsidiary companies, the said authority shall notify the supplier of the same and the supplier shall be at liberty at his own expense to settle any dispute or to conduct any litigation that may rise there from

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

23 Freight: The stores shall be dispatched at Public tariff rates in the case of FOR station of dispatch contract and the stores shall be booked at full wagon rates whenever available and by the most economical route or by the most economical tariff available at the time of dispatch as the case may be. Failure to do so will render the supplier liable for any avoidable expenditure causes to the purchaser. Where alternative routes exist, CIL and or its subsidiary companies shall, if called upon also to do indicate the most economical route available or name the authority whose advice in the matter should be taken and acted upon. If any advice of any such authority is sought his decision or advice in the matter shall be final and binding on the supplier.

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

25 Laws Governing the Contract.

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

(b) Irrespective of the place of delivery, the place of performance 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.

(c) Jurisdiction of Courts: The courts of the place from the acceptance of tender has been issued shall alone have Jurisdiction to decide any dispute arising out of or in respect of the contract.

(d) Marking of Stores: The marking of the stores must comply with the requirement of the law relating to merchandise marks for the time being in force in India.

26 Corrupt Practices:

(a) The supplier shall not offer or give or agree to give to any person in the employment of the purchaser or working under the orders of Coal India Ltd. and/or its subsidiary companies any gift or consideration of any kind as an inducement or reward for going or forbearing to do or for having done or forborne to do any act in relating to the obtaining or execution of the contract or any other contract with the purchaser or for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other with the Purchaser. Any breach of the aforesaid condition by the supplier or any one employed by him or acting on his behalf (whether with or without the knowledge of the supplier) or the Commission of any offence by the supplier or by any one employed by him or acting on the behalf under Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 and any amendments thereto or any other Act enacted for the prevention of corruption by Public Servants shall entitle Coal India Limited and or its subsidiary companies to cancel the contract and all or any other contract with the supplier and to recover from the supplier the amount of any loss arising from such cancellation in accordance with the provisions of Clause 20.

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

27 Insolvency and Breach of Contract

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

If the supplier being an individual or if a firm any partner thereof shall at any time be adjudged insolvent or shall have a receiving order or order of administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangements or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act.

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

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

28 Progress Report

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

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

29 All disputes arising out of this contract shall be under the jurisdiction of Dhanbad /Jharkhand Court only and as per the "Law of the Land".

FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT ANNEXURE-I

M/s. Bharat Coking Coal Ltd.
KoylaBhawan
Koyla Nagar
Dhanbad – 826005

In consideration of M/s Bharat Coking Coal Ltd. having its office at KoylaBhawan, Koyla Nagar, Dhanbad hereinafter called "the Purchaser" (which expression shall unless repugnant to the subject or context including its successors and assigns) having agreed under the terms and condition of Contract No. dated made between M/s a Company having its office at (hereinafter called the supplier in connection with supply of hereinafter called the "said Contract" to accept a Deed of Guarantee as herein provided for Rs. in lieu of the security deposit to be made by the supplier for their due fulfillment of the terms contained in the said Contract, we, the Bank Limited (hereinafter referred to as the said Bank having its office at do hereby undertake and agree to indemnify and keep indemnified that Purchaser from time to time the extent of Rs.(Rupees :) against any loss. Damage caused charges and expenses caused to or suffered by or that may be caused to suffered by Purchaser by reason of any breach or breaches by the said supplier or any of the terms and conditions contained in the said Contract and to unconditionally pay the amount claimed by the Purchaser on demand and without demur to the extent aforesaid.

We, the Bank Limited do hereby agree that any demand made by Purchaser on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We shall not withhold the payment on the ground that the supplier has disputed its liability to pay or has disputed the quantum of amount or that any legal proceeding is pending between the Purchaser and the Supplier regarding the claim. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. We, the Bank Limited do further agree Guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect up to Unless demand or claim under this Guarantee is made on us in writing on or before we shall be discharged of all liabilities under this Guarantee thereafter.

We, the Bank Limited further agree with the Purchaser that the Purchaser, shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend the time of delivery of the specified items in the Contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said supplier and to forbear or enforce any of the terms and conditions relating to the said contract we shall not be relieved from our liability by the reason or any such variations or extension being granted to the said Supplier or for any forbearance act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us the Bank further agrees that in case this Guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above. The Bank shall pay to the Purchaser the said sum of or such lesser sum as may then be due to the Purchaser and as the Purchaser may demand.

We, the Bank Limited lastly undertakes not to revoke this Guarantee during this currency except with the previous consent of the Purchaser in writing.

The Bank has under its constitution power, to give this Guarantee and Mr. Manager who has signed it on behalf of the Bank has authority to do so.

This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier.

Datedday of
For Bank Limited.

Signature of the authorized person
For and on behalf of the Bank

