	<p align="center"><b>Western Coalfields Limited</b>  <b>[A subsidiary of Coal India Limited]</b>  <b>Office of the General Manager</b>  <b>Purchase Department, P.O. Pathakhera , Dist: Betul ,</b>  <b>Madhya Pradesh - 460449</b>  <b>Phone: 07146-271364[O], 07146-271363[EPABX] , Fax: 07146-270566</b>  <b>Email : purwclpathakhera@gmail.com web:www.westerncoal.gov.in</b></p>
---	---

Ref No. WCL/GM/PKD/C2(D)/ 125(A) /pk-3550-pur-e 0261 - 2014-15 Dated : 20.02.2015

To

The Area System Officer ,  
Pathakhera Area.

Dear Sir ,

Enclosed please find herewith Floppy/Pendrive containing Tender enquiry no. wcl-pk-3550-pur-e 0261 -2014-15 dt 20.02.2015 of Purchase Department Pathakhera Area for publication in website <http://westerncoal.nic.in> , <http://tenders.gov.in> & <http://eprocure.gov.in> as directed by General Manager (System) , WCL(HQ) , Nagpur the details of the Tender are as below.

NAME OF AREA	PATHAKHERA AREA
NAME OF SUB AREA	AHQ
TENDER TITLE	PROCUREMENT OF BEARING PLATE FOR ROOF BOLT
TENDER REF. NO.	wcl-pk3550- pur-e 0261 - 2014-15 DATED 20.02.2015
PRODUCT CATEGORY	MISCELLANEOUS
TENDER VALUE	₹ 2320000.00
EMD	₹ 46400 (TO BE SUBMITTED OFFLINE)
DOCUMENT COST	₹ NIL (No Document Cost for e-Tender)
TENDER TYPE	BUY
FIRST ANNOUNCEMENT DATE & TIME	20/02/2015
LAST DATE & TIME OF DOCUMENT COLLECTION	23/03/2015 4.00 PM
LAST DATE & TIME OF SUBMISSION	23/03/2015 4.00 PM
DATE AND TIME OF OPENING OF (PART-1)	25/03/2015 4.30 PM
TENDER DESCRIPTION	<b>Procurement of BEARING PLATE FOR ROOF BOLT</b> <b>Contact G.L.NAIDU , STAFF OFFICER (MM)</b> <b>07146 - 271364</b>
CONTACT PERSON NAME	
DESIGNATION	
TELEPHONE NUMBER WITH STD CODE	
PREQUALIFICATION (IF ANY)	NIL

Yours Faithfully

Staff Officer(MM)  
WCL , Pathakhera



(UNDER JURISDICTION OF NAGPUR COURT ONLY)  
**WESTERN COALFIELDS LIMITED**  
 (A Subsidiary of Coal India Limited, a Government of India Undertaking)

Office of the General Manager,  
 Area Purchase Cell, Pathakhera Area,  
 Western Coalfields Limited  
 P.O.-Pathakhera,  
 Dist.- Betul- 460449 (M.P.)

Phone No. 07146-271364, Fax- 07146-270566  
 EPABX: 07146-271363, 270210, 271433  
 Website : www. westerncoal.gov.in  
 www. tenders.gov.in  
 www. eprocure.gov.in  
 Email : purwclpathakhera@gmail.com

Tender Ref no: WCL/GM/PKD/ 125(A) / pk3550-pur-e0261--2014-15

Date: 20.02.2015

**NOTICE INVITING TENDER**  
**(ONLY THROUGH ELECTRONIC TENDERING)**

To

M/s

Dear Sirs,

Sub: Tender Enquiry in **TWO BID** system for supply of **BEARING PLATE FOR ROOF BOLT.**Tenders are **invited online** on the website <https://coalindiatenders.gov.in> from eligible bidders having Digital Signature Certificate(DSC) issued from any agency authorized by Controller of Certifying Authority (CCA ), Govt of India, for supply of the items as specified in this NIT. Tenders are to be submitted strictly as per guidelines furnished in the website <https://coalindiatenders.gov.in> complying the requirement for this tender as detailed below..

<b>MODE OF TENDER</b>	<b>Online Bidding through portal <a href="https://coalindiatenders.gov.in">https://coalindiatenders.gov.in</a></b>
<b>TYPE OF TENDER</b>	<b>Open e-Tender with e-price bid</b>
<b>Cost of tender documents</b>	<b>₹ NIL (Not applicable for e-price bid)</b>
<b>Earnest Money Deposit (EMD)</b>	<b>₹ 46400.00 (TO BE SUBMITTED OFFLINE)</b>
<b>Tender Value</b>	<b>₹ 2320000.00</b>
<b>No. of Bids</b>	<b>TWO BID</b>
<b>Last date and Time for Offline Submission of EMD DD</b>	<b>25.03.2015 At time 4.00 p.m.</b>
<b>Last date and Time for Online Submission of offer</b>	<b>23.03.2015 At time 4.00 p.m.</b>
<b>Due date and Time for opening of tender</b>	<b>25.03.2015 At time 4.30 p.m.</b>
<b>Last date and Time for seeking Clarification Online</b>	<b>10.03.2015 At time 4.00 p.m.</b>

(Under unforeseen circumstances and if the due date falls on holiday, the tender will be received and opened on the next full working day at the same time. WCL Pathakhera Area is working half day i.e. on all Saturdays upto 1.30 p.m)

**Contents** of tender documents with Annexures are as under Bidder may go through them from our website.

1	Instruction for submission of tender	Annexure "A"	Page – A-1/8 to 8/8
2	Specific terms and conditions	Annexure "AA"	Page –AA-1/1
3	Commercial terms & conditions checklist (For reference only)	Annexure "B"	Page-B-1/4 to 4/4
4	<b>Commercial Terms Template(COM) for online submission by bidder</b>	<b>COM.xls</b>	
4	<b>Price Bid Template (BOQ ) for online submission by bidder</b>	<b>BOQ.xls</b>	
5	Schedule of requirement & Technical Specifications	Annexure "D"	Page–D-1/1
6	<b>Technical Parameter Sheet (TPS) for online submission by bidder</b>	<b>TPS.xls</b>	
7	General terms and conditions of supply of stores	Annexure "F"	Page F-1/10 to 10/10
8	Drawing	Annexure "G"	Page G-1/1

**Annexure “A”**  
**INSTRUCTIONS FOR SUBMISSION OF TENDER**

**1.0** The Excel format Files ‘COM’ & ‘TPS’ are included in ‘Techno commercial Bid ‘Cover-1’ and File ‘BOQ’ is included in ‘Cover-2’. Registered vendors can download through online and submit the filled formats online.

**Annexure ‘AA’, ‘D’ & ‘F’** form the part of the NIT.

Bidders to upload the Eligibility like supply order copies/performance certificates related documents in pdf format only in **OID** (Other Important Document).

Registered vendors can download online the formats in our website <http://coalindiatenders.gov.in>.

**2.0 Requirements for Vendors.**

**A) P.C. connected with internet.**

**B) Registration with Service provider portal** <https://coalindiatenders.gov.in>

**C) The vendor should possess a Class II Digital Signature certificate (Mandatory).**

**D) (Bids will not be recorded without Digital Signature Certificate.)**

( please also visit our e-tendering portal <https://coalindiatenders.gov.in> for details.)

**E) In case of any clarification please contact M/s. National Informatics Centre (NIC), well before the schedule time for submission of bids.**

**Contact Persons posted by NIC :**

**Mr. Mahendra Wakhare: 09970026419**

**Mr. Vikas : 08149756898**

**NIC Toll Free telephone no: 180030702232 / 7878007972 / 7878007973**

**Registration / Enrollment of Bidder on e-procurement Portal of CIL**

For Bid submission bidders have to get themselves registered online on the e-procurement portal of CIL with valid Digital Signature Certificate (DSC ) issued from any agency authorized by Controller of Certifying Agency ( CCA ), Govt of India and which can be traced upto the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one time activity only. The registration should be in the name of the bidder, whereas DSC holder may be either bidder himself or his duly authorized person.

**2.0.1 For registration/ enrollment, Submission procedure and method of correspondence etc Please visit our website : <https://coalindiatenders.gov.in>**

**and click on the relevant links for help.**

**2.0.2 To obtain the Class II digital signature certificate or further details please visit our website: <https://coalindiatenders.gov.in> or you may also Contact :**

**Mr. Mahendra Wakhare : 09970026419**

**Mr. Vikas : 08149756898**

**2.0.3 Help for participating in e-tender.**

The detailed method for participating in the e-procurement are available in the official website

**“<https://coalindiatenders.gov.in>”**. The bidders have to Log on to official web site and then click on the specified links to start participating in the e-procurement process.

Bidders are also free to communicate with the contact person of the service provider to get all clarifications regarding the mode of the e-procurement process.

**( ii ) No separate intimation in respect of corrigendum to this NIT( if any ) will be sent to bidders who have downloaded the documents from website. Please see websites ie., <http://www.westerncoal.gov.in> or <http://www.tenders.Gov.in> or <https://coalindiatenders.gov.in> or <https://eprocure.gov.in>**

**NB : ( I ) Please note that there is no provision to take out the list of parties downloading the tender document from the above referred web site . As such , bidders are requested to see the above websites once again before due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda , if any , will be that of the downloading parties.**

**3 . The offer should be submitted (uploaded ) strictly as per the terms and conditions and procedures laid down in the website <https://coalindiatenders.gov.in> tender document failing which the offer is liable for rejection. Bidders should download the complete NIT including the Annexures and read carefully before filling the details in the templates / uploading the documents / submitting the tenders on line.**

4. The offers with any deviations to the NIT Terms and conditions shall be liable for rejection.

5. The bidder must upload all the documents required as per the terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered. Confirmation of acceptance of the terms and conditions shall be given online. Any other terms and conditions indicated by the bidders in deviation to the already accepted terms and conditions shall not be considered.

(Note : It may be noted that E-tendering or e-procurement fall under the purview of the Information Technology Act 2000 and Information Technology (Amendment) Act 2008 and other relevant acts and subsequent amendments if any )

6. All disputes shall be subject to the jurisdiction of **Nagpur court** only.

## **7. PREPARATION OF TENDER DOCUMENTS.**

### **7.01 FOR TWO BID SYSTEM.**

The Tender Documents are to be submitted in two bid system in the following manner and shall be submitted through electronic mode only.

**A. The Part "I"(Techno-commercial bid):** This part of the offer should contain the documents and details asked for as under (in no case should contain / indicate the offered prices)

i) **Template for Commercial terms and conditions in excel format 'COM'.**

ii) **Technical Parameter Sheet (TPS) :** The technical parameter sheet containing the technical specification parameters for each tendered item will be in excel format and will be downloaded by the bidder. The bidder will furnish the required information in this excel file and upload the same excel file during the bid submission. Non compliance of any one specification parameter of any item will disqualify the bidder for that item.

'COM' & 'TPS' (Files in excel format ) are to be downloaded from the e-tendering system and then the filled templates are to be uploaded in the e -tendering system. Incomplete templates 'TPS' or the templates 'TPS' not submitted as per the instructions given will be rejected.

iii) Scanned copies of documents as per requirement of the NIT and as specified in **Annexure- 'B', Annexure 'D'** and the documents as confirmed to be uploaded in the Commercial template 'COM' are to be uploaded. .

All the above mentioned documents in i) , ii) and iii) and the details of EMD or documents for exemption of EMD are to be uploaded into **Cover-1** of the e-tendering system.

**B. The Part "II" Price-Bid:** This part of the offer should contain price portion. The format of Price Bid 'BOQ' which is in excel format shall be downloaded by bidder and the rates, taxes & duties offered by bidder shall be filled in this excel file and upload the same excel file into the Cover-2 of e-tendering system while submitting the offer. The price bid 'BOQ' which is incomplete and not submitted as per the instructions given will be rejected.

### **IMPORTANT NOTE:**

1. In the Price Bid 'BOQ' if any item is not quoted then all the zeros of the row for that particular item must be removed ( all cells should be make blank ) before saving and uploading the 'BOQ'. Otherwise system will consider zero as the quoted price for that item.

2. Bidders are requested to upload all the attachments / documents in one single PDF File in Other Important Documents(OID). For Example if more than one document is to be uploaded in support of Eligibility criteria or proveness criteria or any other requirement then bidder must prepare one single PDF file of all the related documents and then upload in the system in OID.

3. Tenderers must ensure copies of NSIC-registration, DGS&D-registration, DGMS approval , BIS certification & other Statutory documents required to be uploaded with offer should be duly attested by PUBLIC NOTARY. In case of failure to upload the documents complete in all respect duly notarized by 'PUBLIC NOTARY' the offer will be considered as non responsive.

## **8. OPENING OF TENDERS.**

**8.01. Part "I"(Techno Commercial bid)** will be opened electronically on specified date and time as given in the NIT if more than two offers are received . WCL management at their discretion may extend the date of opening with issue of corrigendum through CIL portal if less than three offers are received. Bidders or their authorised representatives can witness electronic opening of the bids/tenders . .

**8.02. Part "II"(Price Bid 'BOQ')** of Bidders whose Part "I" is found to be techno-commercially accepted /qualified only will be opened electronically. Only qualified Bidders will be intimated by e-mail the price bid opening date.

**9.00 EVALUATION OF PART-I ( TECHNO COMMERCIAL BID ).**

1. Techno-commercial evaluation of only those bidders will be done who have submitted the requisite EMD (offline) or the EMD exemption documents ( online) as per the requirement of the NIT. No further reference will be made to the bidders in this respect. Bidders must ensure that the documents uploaded for claiming exemption of EMD shall be valid and cover the tendered / offered items . Decision of WCL regarding coverage of tendered / offered items in the submitted documents will be final and binding on the bidders. Bidders should ensure themselves that they have uploaded scanned copies of all the required documents as stipulated in the NIT, Filled in Technical Parameter Sheet '**TPS**', Filled in Template of Commercial Terms '**COM**' .
2. Initially, there will be technical scrutiny report and commercial scrutiny report generated by system itself.
3. The copies of system generated technical and commercial scrutiny reports shall be available in system and may be downloaded by the technical department and MM /Purchase department respectively for separately carrying out the technical scrutiny and commercial scrutiny .
4. Subsequently, technical scrutiny and commercial scrutiny generated by the system shall be scrutinized / verified by the concerned departments in light of the documents uploaded by the Bidders, in respect of the bidders qualified based upon the templates response only.

The bidders will have to give undertaking online that, if the information / declaration / scanned documents furnished by them, in support of the same in respect of eligibility criteria is found to be wrong or misleading at any stage they will be liable for punitive action.

The bidders may seek clarifications online within the specified period, before the tender opening. His identity will not be disclosed by the system. The department will clarify as far as possible the relevant queries of bidders. The clarification given by the department will be visible to all the bidders intending to participate in the tender. The clarifications may be asked from the next day of e-publication of the NIT. The last date for seeking clarifications will be 15 ( fifteen) days before the last date of submission of bid and the last date of giving clarification online will be upto 7 days before the last date of submission of bid.

**Note :** In view of the above procedure of evaluation, bidders at time of submission of bid should ensure that their offers/bids and supporting documents are checked properly and strictly as per NIT criteria.

All notices to bidders shall be sent by e-mail only during the process of finalisation of tender by WCL as well as e-procurement service provider. Hence the bidders are required to ensure that their corporate e-mail -id is provided / updated during the registration of vendor with Service Provider. Bidders are also requested to indicate their valid corporate e-mail-id and mobile no. of authorised representative at Commercial terms & conditions '**COM**' for communications through e-mails/SMS alerts.Modification of the submitted bid shall be allowed online only before the deadline of submission of tender and bidder may modify and resubmit the bid online as many times as required. Bidders can withdraw their bids online within the end date of bid submission.

**5.Shortfall Documents :** WCL may ask for shortfall documents during the evaluation of the bids. **These documents shall not be relating to submission of EMD.** Request for shortfall documents and the response shall be in writing and no change in the prices of the bid shall be sought, offered or permitted. No modification of the bid or any form of communication with WCL, Pathakhera Area or submission of any additional documents, not specifically asked for by WCL, Pathakhera Area will be allowed and even if submitted, they will not be considered. These documents sought by WCL ,Pathakhera Area shall be allowed to be uploaded within 10 (Ten)days. The above documents will be specified online under the link "**Upload Additional documents**" by WCL, Pathakhera Area indicating the start date and end date giving 10 days' time for online submission by bidder. The bidders will get this information on their personalized dash board under "**Upload Additional documents**" link. Further information shall also be sent by system generated e-mail, but it will be the bidder's responsibility to check the updated status / information on their personalized dash board at least once daily after opening of bid. No separate communication will be made in this regard. Non-receipt of e-mail will not be accepted as a reason of non-submission of documents within prescribed time. The bidder will re-upload the requested documents within the specified period and no additional time will be allowed for on-Line submission of documents. However, if due to some technical problems, uploading of the shortfall documents On-line is not possible, then the same will be allowed to be submitted off-line, giving suitable instruction and time limit to the bidder for submission of the shortfall documents.

10.0 **Earnest Money/ Security Money:**

- a. The value of Earnest Money (EMD) to be deposited by the tenderer should be 2%(TWO PERCENT ) of tender value or Rs.10,00,000.00 (Rupees ten lakhs ) which ever is lower. EMD should be in the form of Demand Draft drawn in favour of “WCL OPERATION A/c” payable at SBI, Pathakhera, Bank Code no. 03957, Dist. Betul (M.P.) and must be submitted offline before the scheduled last date and time of submission of offer in Tender box at Purchase cell of WCL ,Pathakhera Area in sealed envelope supercribed with Tender Reference No. . For unsuccessful tenderer, EMD shall be refunded immediately after finalisation of the tender. EMD shall be forfeited if any tenderer withdraw their offer before finalisation of the tender or fails to submit order acceptance within 15 days from the date of order.
  - b. **Security Deposit:** In case of Security Deposit, two weeks time (15 days) shall be given in the order to the successful tenderer to furnish 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 will 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 / Bank Guarantee of any scheduled bank** shall be 10% of the value of the awarded contract (landed value) without having any ceiling. For successful tenderer, **Security Money will be refunded to the firm within 30 days of satisfactory execution of the contract.** For unsatisfactory performance and/ or contractual failure, the security money shall be forfeited. Security Money may be converted into Performance Bank Guarantee(PBG)wherever PBG required. However, in such case the amount of PBG should not be less than 10% (Ten Percent ) of landed value of order .
  - c. Valid DGS&D / NSIC registered (for the tendered items) firms on producing documentary evidence i.e. **self attested and NOTARISED complete photocopy of valid DGS&D / NSIC registration certificate** are exempted from submission of EMD / security Deposit. However, NSIC registered firms shall be exempted from Security Deposit only upto their monetary limit, if any, indicated in the registration certificate. In case value of order placed is above such monetary limit indicated in the registration certificate, the successful tenderer shall have to furnish the security deposit in the form of Bank Draft / Bank Guarantee of any schedule bank for 10% of the order value over such monetary limit. DGS&D registered firm shall be exempted from submission of EMD / Security deposit on the basis of guidelines of DGS&D provided in DGS&D website in this respect. Exemption of EMD/SD as per Ministry of MSME policy will also be considered on submitting requisite Notarised Documents.
  - d. State/ Central Govt. organizations/ PSUs are exempted from submission of EMD/ Security deposit .
  - e. WCL Ancillaries valid (for tendered items) are exempted from submission of EMD/ Security deposit
- 11.0. The offers submitted shall be considered valid only when accompanied by a Bank Draft drawn in favour of “WCL OPERATION A/c” payable at SBI, Pathakhera, Bank Code no. 03957, Dist. Betul (M.P.) towards the cost of tender documents(If applicable) as indicated on the covering page of NIT and should be submitted offline along with EMD. In case of non-submission of the tender fee as detailed above, the tender shall be treated as non-responsive.

12.0 NSIC-registration, DGS&D-registration, DGMS approval, BIS certification & other statutory documents required as per tender to be submitted with offer should be duly attested by PUBLIC NOTARY.

13.0 **ELIGIBILITY** : Please refer Annexure—“AA”.

14.0 **Provenness Criteria** : Please refer Annexure—“AA”.

- i) The tenderer must indicate INSTALLED and ACTUAL MANUFACTURING capacity of the manufacturer and quantity of item offered against this tender enquiry with committed delivery schedule.

.15.0 **DISCOUNTS** : Rate of discount if any, applicable (on basic price / landed price / etc) , should be clearly confirmed/indicated .

Conditional discount will not be considered for the purpose of evaluation of the offer (ranking).

**16.0 . PURCHASE PREFERENCE :**

a) Purchase preference will be applicable to ancillary units of WCL as per existing ancillary policy of WCL. For details in respect of ancillary units and their items as well as ancillary policy of WCL, website ( <http://www.westerncoal.gov.in>) may be referred.

b) Micro and Small Enterprises ( MSEs ) registered with District Industries Centers or khadi and village Industries Commission or khadi and village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or consortia of Micro and Small Enterprises formed by National Small Industries Corporation shall be entitled for Purchase Preference as per the valid policy of the Ministry of MSME. If the price quoted by the MSEs is within 15% of L- 1 price ( L-1 price means Landed Lowest price ) as indicated under:

Purchase preference shall be applicable for the 20% of the tendered quantities only provided L-1 bidder is not MSE and the MSEs accept the L- 1 price.

In case MSEs is the L-1 bidder for an item, order for 100% of the offered quantity shall be placed on MSEs firm. However, if an MSE owned by SC/ST is within 15% of the L-1 price quoted by the L-1 bidder then 20% quantity shall be ordered on them at L-1 rate, subject to their acceptance.

In case L- 1 bidder is an enterprises other than MSEs then order for 20% of the tendered quantities shall be placed on MSEs firm whose price is within 15% of the L- 1 price and subject to their acceptance of L- 1 price.

In case more than one MSEs participates in the tender and their prices are within 15% of L- 1 price and L-1 bidder is an enterprise other than MSEs then 20% of the tendered quantities shall be distributed proportionately between participating MSEs on their acceptance of L- 1 price.

In case more than one MSEs participates in tender and their prices are within 15% of L- 1 bidder price who is not a MSEs and one of the MSEs is owned by SC or ST then 4% tendered quantities or say 20% of the 20% tendered quantity shall be procured from MSEs owned by SC or ST entrepreneurs subject to their acceptance of L-1 price besides distribution guideline laid above.

In case of more than one MSEs is owned by SC or ST then 4% tendered quantities or say 20% of the 20% tendered quantity shall be procured from these MSEs owned by SC or ST entrepreneurs subject to their acceptance of L-1 price besides distribution guideline laid above.

**17.0. BUYERS' RIGHT TO DECIDE THE TENDER :** WCL reserves the right to reject or accept or withdraw the tender in full or part as the case may be without assigning reasons thereof. No dispute of any kind can be raised against this right of buyer in any court of law or elsewhere.

**18.0. Applicability of Price - FIRM:**

i) FIRM PRICE :- The prices quoted should be firm. In case of placement of order, prices shall remain unchanged till execution of order, subject to price fall condition.

ii) Variable Price:- Not Applicable. Please refer Annexure "AA".

iii) Validity of offer: Offer should be kept valid for **180 days** from the date of opening of tender as specified. Withdrawal of tender within the validity period is not permitted.

**19.0 Delivery Schedule :- Please refer annexure "AA"**

NOTE:- (i)The bidder should be in a position to supply in a specific delivery period at least 25 % of the total quantity for which the bid has been issued .Offers from bidders who fail to comply with the above qualification criteria shall be considered unresponsive .

( ii) Please note that the delivery period shall be reckoned from 7<sup>th</sup> (seventh ) day of order date.

**20.0 Schedule of Requirement with Description of ITEM :- Please refer annexure "AA"**

**Note :- WCL reserves the right to increase or decrease the tendered quantity by upto 20%.**

**21.0 TAXES AND DUTIES APPLICABLE :**

i. Whenever the bidders mention that taxes and duties are payable extra, the current rate of taxes and duties as applicable will be added.

ii. Excise duty if applicable will be payable extra as per prevailing excise rules. Refund / Credit, if any, obtained shall be passed on to the buyer which shall be certified by the auditor of the supplier.

WCL avails CENVAT Credit for the goods/services for which the same is available . Tenderers are therefore advised to quote Excise duty & Service Tax applicable on the quoted items separately. While comparing the quoted prices, CENVAT credit shall be taken into consideration and comparison made accordingly.

Bidders on whom orders are placed should submit transporter copy of invoice at the time of supply of material wherever CENVAT is applicable.It is mandatory for all suppliers to mention the Chapter Sub Heading Number under which the offered item fall as per Central Excise tariff in the Excise invoice .

- iii. **Bidders should note that Procurement from First stage Dealer and Second stage dealer** are eligible for CENVAT credit only if such first or second stage dealer as the case may be, is registered under Central Excise provisions and issues Dealer invoice Under rule 11 of central Excise Act .  
In case bidders are dealers ,They have to clearly indicate whether they will submit Dealer invoice for availing CENVAT credit . In case Dealer is not in a position to submit such type of invoice, CENVAT credit shall not be considered while comparing the prices quoted by bidders .
- iv. **In case of supply of goods by dealer to WCL after importing**, WCL avails CENVAT credit on Countervailing Duty and Special Additional Duty. Authorised dealers who are submitting the offer for imported goods are therefore advised to indicate Countervailing Duty and Special Additional Duty applicable on quoted items separately as indicated in Bill Of entry. Such dealers will have to be registered under Central excise act to enable them to issue dealer invoice so that WCL can avail CENVAT credit.  
**Bidders should note that procurement from first stage dealer and second stage dealer** of imported goods, is eligible for CENVAT credit, only if such first or second stage dealer is registered under Central excise provisions and issue dealer invoice to WCL.Dealers have to clearly indicate whether they will submit Dealer invoice for availing CENVAT credit . In case Dealer is not in a position to submit such type of invoice, CENVAT credit on Countervailing Duty and Special Additional Duty shall not be considered while comparing the prices quoted by bidders .
- v. If bidder is exempted from paying Excise Duty, the same must also be confirmed with valid documentary evidence.
- vi Similarly, the bidder should clearly indicate the Sales Tax applicable.
- vii In case of supplies where VAT is applicable, bidder should indicate the rate of VAT applicable. The vendor should submit the Tax Invoice along with the supplies and WCL will avail Input Tax credit ( ITC ) as per the VAT rules. The set off of ITC will be considered while evaluation of bids for comparison and ascertaining the L1 status of the firms.  
In case of supplies where Central Sales Tax is applicable. Concessional Sales tax as applicable for tendered item should be quoted
- viii Bidders should indicate details like CEC Number , TIN Number etc.

**Method of arriving at the total composite evaluated price :**

**CENVAT CREDIT AND INPUT TAX CREDIT ( IN CASE OF VAT ) Shall be considered in evaluating the total landed price.**

The offers must be on FOR destination basis .**Consignee-** Depot Officer, Area Stores, WCL, Pathakhera Area, Betul District ,Madhya Pradesh-460449. **TIN: 23484700273, CE REG.No. - AAACW1578LEM080, RANGE: NAGPUR-V, DIVISION: NAGPUR-I, COMMISSIONERATE: NAGPUR.**

However, in case a tenderer does not specify the basis of price or quotes on Ex-Works or FOR Despatching station basis, the price will be loaded in the following manner:

- In case of Ex-works offer and if the firm does not specify the packing and forwarding charges, 2% of the Ex-works price will be loaded to arrive at the FOR Despatching station price. Insurance charges shall be considered as per the existing transit insurance contract concluded by WCL (@ 0.02 percentage plus 8% service tax)..
- In case of FOR Despatching station offer, the following percentage shall be added to arrive at the FOR destination price, as element of estimated freight upto destination.

Approx. distance of dispatching station from site	% of FOR Despatching station price
Above 2001 kms	5%
1501 to 2000 kms	4%
1001 to 1500 kms	3%
501 to 1000 kms	2%
500 kms and below	1%

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

ix) **“FOB” Delivery Port Basis:** In case of direct import by WCL, the tenderers should quote prices on FOB delivery port basis only. The total price will be estimated in the following manner to arrive at the CIF price & the landed price of the import offers :

a) The loading for freight and insurance may be resorted as per the methodology given below :-

Port of Delivery at :	Freight (%)
USA,Canada and Japan Sectors	12% of FOB Value
All other sectors	10% of FOB value

b)The CIF price will be multiplied by the Exchange Rate between Indian Rs. and the quoted Foreign currency, prevailing on the date of opening of the price –bid. The applicable rate will be “Selling BC Rate”,of State Bank of India. Otherwise the rate as available from the National News Papers will be taken.

c) Custom Duty and countervailing duty as applicable on assessable value (CIF plus landing charges etc.) will then be added on the CIF price ,thus converted in to Indian Currency.

d) On this net price, 2% of FOB will be added as port clearance and forwarding charges and 3% of FOB as estimated average inland freight up to destination , to arrive at the total price(landed Price).

e) On Countervailing Duty and Special Additional Duty, WCL avails CENVAT Credit for the goods for which the same is available. While comparing the quoted prices, CENVAT Credit shall be taken into consideration and comparison will be made accordingly.

**22. Banned or De-listed Certificate :** The bidder would give a declaration that they have not been banned or de-listed by any Government or Quasi-Government agencies or PSUs. If a bidder has been banned by any Government or quasi-Government agencies or PSUs , this fact must be clearly stated and it may not be a cause for disqualifying him. If this declaration is not given, the bid will be rejected as non-responsive.

**23. Liquidated Damages Clause :** As per Annexure – B Sl. No. 17 will be applicable for the supplies.

**24. Force Majeure condition :** As per Annexure – B Sl. No. 18 will be applicable for the supplies.

**25. Submission of Bills :** As per Annexure – B Sl. No. 11 to be followed.

Yours Faithfully

-

Staff Officer(MM)  
WCL , Pathakhera Area

**ANNEXURE “AA”****SPECIFIC TERMS AND CONDITIONS**

<b><u>1.1 Eligibility</u></b>	Manufacturer or their Authorized Dealer.
<b><u>1.2 Provenness Criteria</u></b>	The tenderer should be proven sources (proven means the vendor who have earlier supplied Bearing Plate for Roof Bolt of same specification OR higher specification to CIL and/or its subsidiaries/Areas of CIL subsidiaries/other Govt. departments and/or Govt. Undertakings). Vendors have to upload scanned copy d of such orders duly Notarised. Status of Provenness would be evaluated and decided by HODs of concerned technical departments.
<b><u>2. Applicability of Price –</u></b> ( Clause No. 4.06 , Annexure – ‘A’ )	FIRM
<b><u>3 . Delivery schedule:</u></b> ( Clause No. 4.07, Annexure – ‘A’ )	Within Sixty days of Order. The Delivery period shall be reckoned from the seventh day of order date.
<b><u>4. Schedule of Requirement :</u></b> (Clause No. 5.0 of Annexure – “D” )	As per Annexure - 'D'
<b><u>5. (a) Guarantee / warranty :</u></b> ( Clause No. 12 of Annexure – ‘ B’ )	Materials are to be guaranteed in respect of proper design, quality and workmanship for a period of 12 months from date of fitment or 18 months from the date of receipt and acceptance of material whichever is earlier.
<b><u>5. (b) Fitment Guarantee:</u></b>	Tenderer has to confirm that the quoted items will fit and function properly for which they are intended for without any modification/alteration.
<b><u>6. Performance Bank Guarantee :</u></b> ( Clause No. 13 of Annexure – ‘ B’ )	Not Applicable
<b><u>7. Any other terms &amp; conditions :</u></b>	As per General terms & Conditions of NIT.

**Annexure “B”**  
**COMMERCIAL TERMS AND CONDITIONS vis-a-vis CHECK LIST**

This check list will be the base for filling Commercial Bid ‘COM’, ‘TPS’ and ‘BOQ’ and this checklist is not required to be uploaded online by the bidder.

<b>S/no</b>	<b>Terms and Conditions</b>	
1	<b>Status of Tenderer</b>	
	In Case the Tenderer is a Manufacturer, the full address of works with Notarized copy of their Valid Registration with NSIC/SSI/DIC/DGS&D/Registrar of Companies in their own Name is enclosed.	
	In case the Tenderer is a Authorized Marketing outlet then Authorization Certificate duly attested by Notary Valid on due date of Tender opening is enclosed. OR Authenticated authority letter in Original(Specifying) the Tender reference) in name of Tenderer from Manufacturer for the Tendered item is enclosed.	
	<b>Authorised Indian Agent of Foreign Manufacturers:</b> Authenticated authority letter in original specifying the tender reference in the name of the tenderer is enclosed alongwith the offer ( as per cl no: 1.02 B of Annexure A )	
2	<b>Validity:</b> Offer should be kept valid for <b>180 days</b> from the date of opening of tender as specified. Withdrawal of tender within the validity period is not permitted.	
3	<b>FIRM PRICE:</b> Price to be quoted should be <b>FIRM</b> and in case of order, the prices should remain FIRM till complete execution of the order	
4	<b>PRICE BASIS :</b>	
	Price quoted should be on <b>FOR destination basis</b> .	
	Price quoted should be on <b>FOB</b> basis (in case of import order)	
5	Should submit copy of <b>un-priced bid</b> as per format ( <b>Annexure “ C”</b> ) without the prices alongwith <b>PART – “A” of the bid i.e. Techno commercial Bid of Tender Documents</b> . .	
6	<b>Agency Commission</b> , if any, payable by WCL is to be specified in price bid where the tendered item is to be imported (refer point 13 of important notes on the NIT forwarding letter)	
7	<b>Delivery schedule : As per Clause No.3 of Annexure “AA”</b>	
8	<b>Paying Authority:</b> Area Finance Manager, Pathakhera Area, WCL, P.O.-Pathakhera, Dist.-Betul, (M.P.), Pin-460449	
9	<b>Consignee:</b> Depot Officer, Regional store, Pathakhera Area, WCL, P.O.-Pathakhera, Dist.-Betul, (M.P.), Pin-460449	
10	<b>PAYMENT TERMS:</b>	
	<b>Payment Terms for indigenous supplies :</b> 100% Payment within 21 days of receipt and acceptance of materials at destination stores or submission of bills whichever is later.	
	<b>Payment Terms for overseas bidders :</b> 100% payment of FOB prices (less Indian Agents Commission) will be made against presentation of shipping documents through irrevocable Letter of Credit established in favour of the supplier Initial bank charges within India towards opening of Letter of Credit shall be borne by WCL. The Indian Agent's commission, if any, will be payable in Indian Rupees after receipt and clearance of the materials at Kolkata port. No agency commission will be paid in absence of DGS&D registration as defined under clause no. 13 of Important Note.	<b>Not Applicable for indigenous suppliers.</b>

	<p>In case a confirmed Letter of Credit needs to be established the confirmation charges will have to be borne by the supplier/ beneficiary.</p> <p>The Letter of Credit will be made operative only after receipt and acceptance of Performance Bank Guarantee, if any.</p> <p>All bank charges within India and Abroad towards any further extension and amendment of Letter of Credit will have to be borne by the supplier / beneficiary.</p>	
11	<p><b>Submission of Bills:</b> For claiming payment, following documents are to be submitted along with original bills as per terms of the supply order <i>to the consignee</i>.</p> <ol style="list-style-type: none"> <li>Pre-receipted and stamped Invoice (and/or Original Buyer's copy of invoice whereve ED is payable)</li> <li>Required dealer invoice as mentioned in Taxes &amp; Duties clause No. 16/ or Transporter copy of invoice in case of supplies by manufacturers, for obtaining CENVAT credit wherever CENVAT is applicable.</li> <li>Packing list in original list in original giving details of bill of materials</li> <li>Central Excise Registration/ Service Tax Registration and the range &amp; adress of Commissionerate Office to be indicated in the bill.</li> <li>Consignment note / RR/ PWB in original</li> <li>Warranty / Guarantee certificate</li> <li>Manfuacturers test certificate as per supply order terms</li> <li>DGMS / BIS / certificates / any other document as per order</li> </ol> <p>Please indicate your <b>Bank Account number and Name of Banker</b> while submitting your bill.</p>	
	<p>In case of Supply of spares is to be arranged after importing ordered items in "Original Packing". Original packing would not be applicable for items which are shipped in open condition in containers etc</p> <p>ii)The following import documents are required to be submitted with each supply for acceptance of supplied spares to WCL</p> <ol style="list-style-type: none"> <li>Self attested copy with original Principal' invoice / packing list</li> <li>Self attested copy with Bill Lading / Airway bill</li> <li>Self attested copy with original Bill of entry</li> <li>As per contractual requirement (if any) warranty / guarantee certificate</li> <li>Certificate of origin</li> </ol> <p>The supplier shall provide clear linkage of items as per order with documents furnished under clause (a), (b) and (c) for acceptance of spares by WCL</p> <p>The original documents under (a) and (c) shall be returned after verification with attested photocopy and making endorsements on original relating to transaction made.</p>	
12	<b>Guarantee / Warranty :</b> Please refer <b>Annexure- "AA "</b>	
13	<b>Performance Bank Guarantee :</b> Please refer <b>Annexure- "AA "</b>	
14	<p><b>Pre-despatch Inspection:</b> Pre despatch of the ordered materials shall be carried out by the agency appointed by WCL at the works of the vendor. The inspection fee as applicable at the time of inspection [ presently @ 0.38% on the landed cost ( Basic + ED + ST + Freight, Insurance etc ) ] shall be initially paid by the vendor to the Inspecting agency, which shall be subsequently reimbursed by the paying authority to the vendor alongwith the payment against documentary evidence.</p> <p>Minimum 10 days advance notice shall be given by the vendor to the inspecting agency to carry out pre dispatch inspection. Necessary tools and tackles etc to carry out pre dispatch inspection shall be provided by the vendor.</p> <p>In case of any defect in the material supplied is noticed later, pre dispatch inspection shall not entitle the vendor to plead that inspection has been done by WCL before dispatch and shall not absolve the vendor from the contractual obligation.</p>	<b>Not applicable</b>
15	<b>Inspection:</b> Final Inspection shall be carried out at Consignee Stores.	

16	<b>Banned or Delisted Suppliers :</b> Declaration by the tenderer that they have not been banned or delisted by any Govt. or Quasi Government agencies or PSU's is to be confirmed in the ' <b>COM</b> ' bid	
17	<p><b>Liquidated damages:</b> In the event of failure to execute the contract within the stipulated period mentioned in the order and in the event of breach of any of the terms and conditions in the order WCL has the right :</p> <ol style="list-style-type: none"> <li>To recover from successful tenderer, as agreed liquidated damages, a sum not less than 0.5% of the contract value for delay in execution of the contract beyond the delivery schedule (for this purpose part of a unit supplied will not be considered) as aforesaid for each week or part of a week during which the execution may be in arrears limited to 10 %. Where felt necessary the limit of 10% can be increased to 15% at the discretion of buyer.</li> <li>To purchase from elsewhere, after due notice to the successful tenderer, on the account and at the risk of the defaulting supplier the stores not supplied or others of a similar description without canceling the supply order in respect of consignment not yet due for supply or</li> <li>To cancel the supply order or a portion thereof, and if so desired, to purchase the store at the risk and cost of the supplier and also</li> <li>To extend the delivery period with or without imposition of Liquidated Damages as may be considered fit and proper. The penalty if imposed shall not be more than the agreed liquidated damages referred to clause (a) above.</li> <li>To encash any available Bank Guarantee / security deposit for recovery of the penalty.</li> <li>Whenever under the contract a sum of money is recoverable from and payable by the supplier, Western Coalfields Limited, shall be entitled to recover such sum by appropriating, in part or whole by deducting any sum or which at any time thereafter, may be due to the successful tenderer in this or any other contract, with Western Coalfields Limited or any of its Subsidiary Company. Should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay to Western Coalfields Limited, on demand the remaining amount.</li> <li>The supplier shall not be entitled to any gain under this clause.</li> </ol>	
18	<b>Force Majeure condition:</b> 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 Western Coalfields Limited 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 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.	
19	<b>Earnest Money Deposit:</b> (Please refer SI No 10.O of Annexure-A)	
20	<b>Security Deposit :</b> (As per SI No 10.O of Annexure-A.)	
	Demand Draft no: _____ dt. _____ For Rs. _____ drawn on _____ Bank Is enclosed	
	Exempted from submission of EMD as per cl no: 1 (c ) of important notes (pg 2) of NIT. Notarised copy of NSIC / DGS&D registration certificate is enclosed.	
	Exempted being a State / Central Govt organization / PSU.	
	Exempted being a Ancillary of WCL(for the tendered items).Copy of supporting documents enclosed.	

21	<b>OTHER INFORMATION</b>	
.a	State Sales Tax Registration No	
.b	Central Sales Tax Registration no	
.c	PAN	
.d	Name, address, contact person of manufacturer / Exclusive authorised marketing outlet	
.e	Brand name, model,	
.f	<b>AFTER SALES SERVICE</b> : Please indicate Complete address with Telephone No, Fax No etc.,	
.g	Details of location of works	
.h	In order to facilitate payment to vendors by way of Electronic Fund Transfer (EFT) , the following details pertaining to your Bank account may please be furnished. i) Name of the Bank and Branch with Location ii) Account Number iii) Nature of Account ( Cash, Credit , Current, Saving ) iv) Style of Account v) IFS/ MICR Code of the Branch vi) Whether the said branch of the bank is fully computerized and has got internet banking facility. <b>In case the bank is not having such facility you will have to shift / have account in other bank where EFT is possible.</b>	
22	WCL reserves the right to increase or decrease by 20 % of the tendered quantity as indicated at Annexure –“D”	
23	Jurisdiction of NAGPUR Court accepted	
24	NSIC-registration, DGS&D-registration, DGMS approval, BIS certification & other Statutory documents required as per tender should be duly attested by PUBLIC NOTARY._	

**Note:**

1. All duties and taxes quoted shall be as legally leviable during the contractual delivery period.
2. In case of any tax concession / duty exemption applicable to the tenderer, the same should be clearly indicated.
3. Check list should be properly filled in. In case a particular clause is not applicable to the bidder the same be marked as “Not applicable” with reason. Non-acceptance of any of the terms and conditions or any deviations to the NIT terms may lead to rejection of offer or the offer may be treated as un-responsive.

D- 1/1

**ANNEXURE - D**

**TECHNICAL SPECIFICATIONS OF BEARING PLATE FOR ROOF BOLT.**

S.N	Description of Items	Material Code	UOM	Qty
1	Bearing Plate for Roof Bolt made of Mild Steel Plate of 8 mm thickness having 150 mm width and length 150 mm and provided with centre hole of 22 mm dia as per drawing in enclosed Annexure – G 1/1	91920600818	NOS	40000

**Staff Officer [MM]  
Pathakhara Area**

Annexure "F"

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 includes 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 Western Coalfields Limited, Nagpur
  - 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 Western Coalfields Limited and / or a general standard of the Industry and obtainable in the open market.
    - f. Proprietary make 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 thereunder, 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 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, FOB 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 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 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 upto 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 tenderer'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, 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 authorise 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, licence, quota certificate or release order issued by or on behalf of or under authority or by any officer empowered in that behalf by law, or is issued from government stock and where advance payments are made to the supplier to enable him to purchase such raw materials for the execution of the contract, the supplier.
  - I. Shall hold such 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. The tenderers shall give a warranty of satisfactory performance of the unit offered by them for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance by CIL 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.
14. For orders placed directly on overseas suppliers, the tenderers should separately indicate 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:
- 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
15. On acceptance of the tender, a formal acceptance of tender or supply order will invariably be issued. Advance intimation in writing of acceptance of the tender will be given whenever 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.

**16. Earnest Money/ Security Money:**

- a. The value of Earnest Money (EMD) to be deposited by the tenderer is 2% of tender value. 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 finalisation of the tender with the approval of the HOD of MM deptt. EMD shall be forfeited if any tenderer withdraw their offer before finalisation of the tender or fails to submit order acceptance within 15 days from the date of order.

- b. Security Deposit: 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 will 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/ Bank Guarantee shall be 10% of the value of the awarded contract without having any ceiling. For successful tenderer, EMD will be converted to Security Money which will be refunded to the firm within 30 days of satisfactory execution of the contract. For unsatisfactory performance and / or contractual failure, the security money shall be forfeited.

- c. State/ Central Govt. organizations/ PSU / Ancillary Units to WCL are exempted from submission of EMD / Security deposit. Valid DGS&D / NSIC registered (**for the tendered items**) firm on producing documentary evidence issued by Govt. Authorities for according exemption towards submission of EMD / SD, are exempted from submission of EMD / Security deposit.
- d. For procurement value less than Rs. 1,00,000/- no earnest money/ security deposit will be required.

#### 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 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 delivery 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 re-submitted.

**(h) Consequence of Rejection**

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

(i) Allow the supplier to resubmit the stores, in replacement of those rejected, within a specified time, the 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 authorise 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 authorise the purchase of the stores or others of a similar description (when stores exactly complying with particulars are not in the opinion of the purchaser, which shall be final readily available) at the risk and cost of the supplier. In the event of action being taken under sub-clause (ii) above or this sub-clause in the provisions of clause 20 shall apply as far as applicable.

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

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

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

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

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

**18. 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 despatched. He will not book any consignment on a "said to contain" basis. If he does so, he does it on his own responsibility. Western 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 packages 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.

**19. 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.

20. In the event of failure to deliver 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 Limited and / or its subsidiary Companies should have the right :-

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

- b. To purchase from elsewhere, after due notice to the successful tenderer, on the account and at the risk of the defaulting supplier the stores not supplied or others of a similar description without canceling the supply order in respect of consignment not yet due for supply or
  - c. To cancel the supply order or a portion thereof, and if so desired, to purchase the store at the risk and cost of the defaulting supplier and also
  - d. To extend the delivery period with or without imposition of Liquidated Damages as may be considered fit and proper. The penalty if imposed shall not be more than the agreed liquidated damages referred to clause (a) above.
  - e. To forfeit security deposit in full or part.
  - f. Whenever under the contract a sum of money is recoverable from and payable by the supplier, Western Coalfields Limited, 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, with Western Coalfields Limited. Should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay to Western Coalfields Limited, on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.
21. **Force Majeure Condition:** 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.
22. **Inspection:** 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.
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 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***
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, 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.

**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.**

(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**

(e)

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.

**29. 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 disfavour 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.

**30. 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.

**31. Terms of Payment:**

- a. For all stores, 100% payment should be made on receipt of the consignment at site and acceptance by the consignee as per actual payment term stipulated in the contract. The number and date of Railway receipt, Bill of Lading, 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 Lading, Air Way Bill or Consignment Note is forwarded to the consignee should on 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.
- b. Payment against the supply orders placed either by the Subsidiary Company or by CIL shall be arranged by the Subsidiary companies, if not specified otherwise. Wherever order is placed by CIL on any foreign supplier involving requirement of more than one subsidiary co., payment shall be arranged by CIL normally through Letter of Credit.
- c. Payment for Agency Commission, if any, involved, may be considered in case of necessity, subject to compliance of the Government of India Guidelines issued from time to time. The name of the Indian Agent with their full address and the quantum of Agency Commission, if any, payable, shall have to be mentioned in the supply order itself.
- d. Payment from CIL may also be considered, if felt necessary, by the CIL management, even though order is placed against the requirement of one subsidiary company by CIL.
- e. Specific payment term may be formulated in accordance with the provision laid down (as applicable) at Chapter – IX of the Purchase Manual.

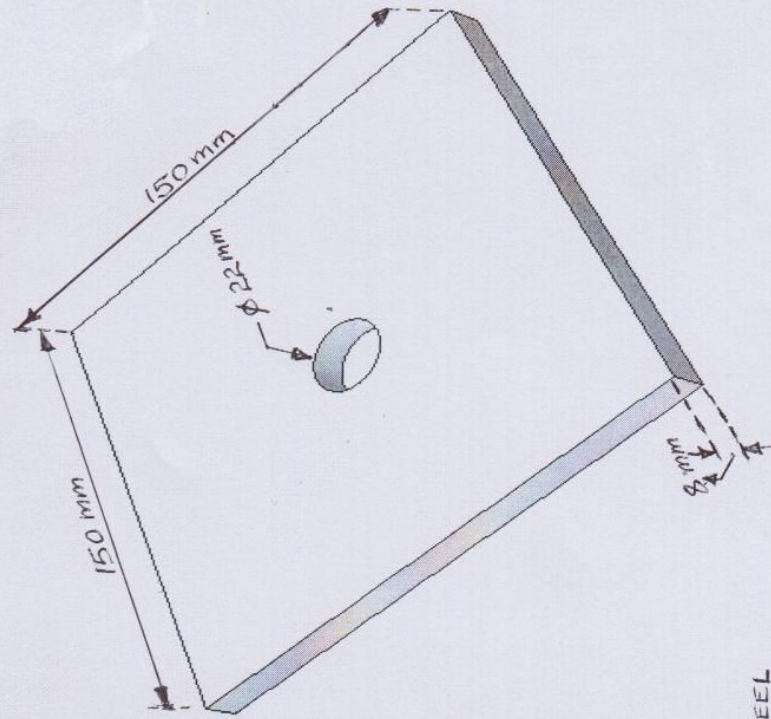
**32. Progress Report**

- 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.

**33.** All disputes arising out of this contract shall be under the jurisdiction of **Nagpur court** only and as per the "law of the land".

ANNEXURE – G 1/1

BEARING PLATE FOR ROOF BOLT



MOC: MILD STEEL