

Tender No. P- due on for IP based communication system
(UNDER JURISDICTION OF NAGPUR COURT ONLY)

WESTERN COALFIELDS LIMITED.
(A Subsidiary of Coal India Limited, a Government of India Undertaking)

Materials Management Department,
Western Coalfields Limited
Coal Estate, Civil Lines
Nagpur - 440 001 (M. S)

Ph. PBX: 0712 - 2511381, 2524382, 2511383
Fax : 0712 - 2510284
Telegram : COMASTORES
Website : www.westerncoal.gov.in
www.tenders.gov.in

Tender Ref no: NGP /WCL / MMW (HQ) / KSD /

Regd. Post / By Hand

M.R.no. dt.

Cost of Tender documents	Rs 5,000/-
Earnest Money Deposit (EMD)	Rs
Tender Value	Rs .

To

M/s.

Dear Sirs,

Sub: Tender Enquiry in TWO BID system for IP based communication system complete with all services such as designing, installation, commissioning, warranty, post warranty support including training of users.

Tenders are invited **in duplicate sets** complying the requirement for this tender as detailed below to be submitted in your **letterhead neatly printed / typed**, duly signed by authorized person with **Company's seal of the tenderer.**

All envelopes containing the tenders shall be **properly sealed** . **Envelopes Stapled shall not be accepted.** All envelopes must be superscribed with Tender Number and due date of tender opening. The name and address of the tenderer must also be indicated on each envelope.

SUBMISSION OF TENDER :	IN TWO BID SYSTEM	
Last date for submission of Offer :		at time : 3.00 p.m.
Due date for opening of tender :		at time : 3.30 p.m.

(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 Hqrs. is working half day on all Saturdays i.e., upto 1.30 p.m.).

Contents of tender documents:

1	Instructions for submission of tender	Annexure - "A "	Page -A-1/4 to A- 4/4
2	Specific terms & conditions	Annexure - "AA "	Page -AA-1/1
3	Commercial terms and conditions vis-à-vis checklist	Annexure - "B"	Page -B-1/4 to B-4/4
4	Blank format of Price Bid	Annexure - "C "	Page - C-1/1
5	Technical Specifications	Annexure - "D"	Page -D1/10 to D 10/10
7	General Terms and Conditions of supply of stores	Annexure- " F "	Page -F-1/8 to F- 8/8
8	Integrity Pact	Annexure- "G "	Page -G-1 / 4 to 4/4

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IMPORTANT NOTES:

1. **Earnest Money/ Security Money:**

a) The value of Earnest Money to be deposited by the tenderer should be 2% (Two Percent) of the value of the estimated cost tendered for or Rs.10,00,000/- (Rupees ten Lakhs only) whichever is lower.

Earnest Money Deposit (EMD) should be in the form of Demand Draft drawn in favour of " Western Coalfields Limited" payable at Nagpur and must accompany the quotation ie **PART – "A" of the bid**. 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) In case of 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 is to be kept recorded for future dealings with them.

The value of Security Money to be deposited by the successful tenderer in the form of **Bank Draft / Bank Guarantee of any scheduled bank** shall be 10% (Ten Percent) 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 is 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 scheduled bank for 10% (ten percent) 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.

d) State / Central Govt. organization / PSUs are exempted from submission of EMD / Security deposit.

e) WCL Ancillaries **(for the tendered items)** are exempted from payment of Earnest Money / Security Deposit.

2. The offers submitted by down loading from WCL Website shall be considered valid only when accompanied by a Demand Draft drawn in favour of "Western Coalfields Limited" payable at Nagpur towards the cost of Tender Documents indicated on the covering page of NIT. The Bank Draft should be enclosed with PART – "A" of the bid i.e., Techno commercial Bid of Tender Documents. In case of non submission of the tender fee as detailed above the tender shall be treated as non-responsive.

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 , tenderers are requested to see the website 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.

(ii) No separate intimation in respect of corrigendum will be sent to tenderers who down loaded the documents from website as information in this respect will not be available to website ie., <http://www.westerncoal.gov.in> or <http://www.tenders.Gov.in>.

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3. Tender documents can also be obtained from the office of the General Manager(MM), WCL, Nagpur on payment of the requisite tender fee by way of crossed demand draft drawn in favour of "Western coalfields Limited" payable at Nagpur.

Government (State or Central) department / undertakings and ancillary of WCL for the tendered item valid on the date of tender opening can obtain the document free of cost on production of attested copies of registration certificate.

4. Request for tender documents from outstation firms should bear the tender reference and full address of the firm and reach at least 15 days prior to the last date of receipt of tender. Issue of tender documents will be closed ONE (1) day prior to the last date of receipt of tender.
5. The offer should be submitted strictly as per the terms and conditions and procedures laid down in the tender document failing which the offer is liable for rejection.
6. Normally no technical / commercial clarifications will be sought after opening of tender. However, deviation if any from the specified technical and commercial terms must be submitted in a separate sheet in Techno-commercial bid. WCL reserves the right to accept or reject such deviations without further reference to the tenderers. **Offers as asked for must be submitted complete in all respects.**
7. The complete offer should be typed in the letter head of the tenderers. (**Hand written quotations will be summarily rejected.**) If firm's letter heads are not sufficient to accommodate technical and pricing details, preferably bigger papers may be used. Such sheets should bear name and address of the company.

SIGNING OF ALL PAGES OF TENDER:

Part – I (Techno-commercial bid): Tenderers must sign with company's seal on all pages of their tender, including over leaf and all enclosures submitted with the tenders except printed leaflets/catalogues.

Part – II (Price Bid): Part II of offers i.e., Price Bid received without signature and company's seal on all pages shall be rejected.

In single tender system , the provision at part-II shall apply.

Quotations, erased and overwritten shall be summarily rejected, unless authenticated with the tenderer's signature .

8. Normally no price negotiations will be conducted. If lowest price received against tender is un- reasonable, the case may be re-tendered. Therefore, the tenderers must quote their lowest and least prices and submit the price justification alongwith supporting documents for reasonableness of quoted Price in the Price Bid.
9. The forwarding letter of the offer must contain the details of the documents enclosed therein.
10. All disputes shall be subject to the jurisdiction of *Nagpur court* only.
11. Sample of items wherever necessary should be submitted free of cost along with the quotation for inspection by this office. Samples must be labeled with the tenderer's name, address and this office enquiry number and due date of opening of the tender.
12. The packing of all the materials quoted shall conform to the requirements of the carriers.
13. Indian Agents commission of overseas supplies shall be payable in Indian rupees subject to the following:
 - (a) Indian Agent of Foreign Principal will have to submit copy of the agency agreement (duly notarized), if any, with foreign principal stating precise relationship between them and their mutual interest in the business.
 - (b) In case tendered items falls under the restricted list of current import policy of Govt. of India, then tenderer will have to submit notarized copy of its registration with Director General of Supplies & Disposal (DGS&D), New Delhi under compulsory Registration of Ministry of Finance .

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(c) Foreign Principal's proforma invoice or any other authentic documents indicating the commission payable to the Indian Agent, nature of service to be rendered by the Indian Agent etc., will have to be submitted (duly notarized).

14. Late/Delayed offer:

- a) A tender which has not been received on the due date and time will not be considered. No relaxation in this respect will be entertained.
- b) Tender sent through Telegram, Telex, Fax or E-mail will not be considered.

15. 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.

Yours faithfully,

Dy. Chief Materials Manager,
For Western Coalfields Limited
WCL ., NAGPUR

Annexure "A"

INSTRUCTIONS FOR SUBMISSION OF TENDER

A- 1/4

1. ELIGIBILITY :

1.01. Only MANUFACTURERS of tendered items are to quote. In case the tenderer is a manufacturer, the full address of works with **NOTARISED COPY** of their valid registration with NSIC / SSI / DIC / DGS&D / Registrar of Companies etc in their own name is to be submitted with the offer.

1.02. IN CASE, **AS A MATTER OF POLICY**, any Manufacturer(s) does not market their product(s) directly

(A) then such manufacturer(s) may submit their offer enclosing documents for their being manufacturer as specified in clauses 1.01 above, through their Authorised Marketing outlet. In such case authorization certificate (**duly attested by PUBLIC NOTARY**) valid on due date of tender opening **OR** authenticated authority letter (**in original specifying the tender reference**) in the name of tenderer from manufacturer for the tendered items should be submitted by the tenderer along with the offer, failing which the offer will stand rejected.

(B) In case of goods of imported origin, authorized Indian Agent of foreign manufacturers are also authorized to quote along with authenticated authority letter (**in original specifying the tender reference**) in the name of tenderer from foreign manufacturer for the tendered items. In absence of such authority / reference the offer shall be ignored.

1.03. Provenness Criteria : *Please refer Annexure – "AA "*

1.04. 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.

1.05. Tenderer must buy the tender documents in their own name. Tender documents are not transferable.

1.05.1. Offers from vendors who have not purchased / have not been issued tender documents from this office will be considered as unsolicited and ignored.(Not applicable for tender document down loaded from WCL Website)

1.05.2. The offers submitted after downloading from WCL website shall be considered valid only when accompanied by a Bank Draft drawn in favour of "**WESTERN COALFIELDS LIMITED**" payable at "**NAGPUR**" towards the cost of tender documents indicated on the covering page of NIT. The draft should be enclosed with PART – "A" of the bid i.e. techno-commercial bid of tender documents. In case of non-submission of the tender fee as detailed above, the tender shall be treated as non-responsive.

2.0. PREPARATION OF TENDER DOCUMENTS :

2.0.1. TWO BID SYSTEM:

The Tender Documents to be prepared in the following manner.

2.0.1a. Part “A” (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)

- a) Specific terms & conditions (*Annexure – “AA “*)
- b) Commercial terms and conditions vis-à-vis checklist (*Annexure “B”*)
- c) Un-priced copy of Price Bid in the format (*Annexure “C”*) indicating description of items **without prices.**
- d) Schedule of requirement & Technical Specifications (*Annexure “D”*)
- e) General Terms and Conditions of supply of stores (*Annexure “ F ”*)

2.01.b. Part “B”: Price-Bid: This part of the offer should contain price portion in the format as per Annexure “ C”.

NOTE : For proper identification both **PART – “A” and PART – “B”** should be kept in separate sealed envelopes and clearly be marked on top of the envelop as mentioned above i.e. PART “A” – TECHNO-COMMERCIAL BID and PART “B” – PRICE BID. Both these envelopes should again be kept in a third sealed envelope.

All envelopes containing the tenders shall be properly sealed . Envelopes Stapled shall not be accepted.

All the envelopes must be sealed and the Tender no. and Due date of opening must be **super-scribed thereupon**. The name and address of the tenderer must also be indicated on each envelope.

IN CASE OF NON-SUBMISSION OF BIDS AS ABOVE , THE TENDER SHALL BE TREATED AS NON-RESPONSIVE.

3.0. SUBMISSION OF TENDER DOCUMENTS : Tenders prepared as detailed above should be addressed to

**General Manager (MM),
Materials Management Wing, (1st Floor)
Western Coalfields Limited,
Coal Estate, Civil Lines,
N A G P U R – 440 001.**

Tenders may be deposited

a). In person by the tenderer in the Tender Box kept at Materials Management Department, Western Coalfields Limited, Coal Estate, Civil Lines, Nagpur 440 001. The offer should be put in proper & correct tender box meant for this purpose kept in Materials Management Department.

In case the offer is not going inside the tender box due to heavy volume, in such case the offer has to be deposited with MATERIALS MANAGER (Administration) .

or

b). sent by post / courier to the above address.

Western Coalfields Limited, however, does not take any responsibility for loss of tender in transit. Similarly, claim for receipt of tenders after the due date and time if sent by Post / courier services will not be accepted. Tenders received after due date and time of submission of tender will be ignored.

4.0. OTHER INFORMATION / INSTRUCTIONS:

4.01. OPENING OF TENDERS:

4.01.a. Part - "A" (Techno Commercial bid) will be opened on specified date and time as given in the covering page, in presence of the attending tenderers or their authorised representatives.

4.01.b. Part - "B" (Price Bid) will be opened only of those tenderers whose Part "A" is found to be techno-commercially acceptable. Such tenderers will be intimated to attend the opening.

4.02 DISCOUNTS:- Rate of discount if any, applicable (on basic price / landed price / etc) , should be clearly spelt out both in figures and words. However, no conditional discount will be considered for the purpose of evaluation of the offer (ranking).

4.03. PURCHASE PREFERENCE : Purchase preference, if applicable, may be allowed to Central Public sector Undertakings / Govt. Deptt. / WCL Ancillary Industries, in line with extant Govt. of India / Central Vigilance Commission guidelines / procedures / WCL guidelines for Ancillary Industries as applicable .

4.04. 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.

4.05. DETAILS OF ENCLOSURES: Details of the enclosures should be clearly mentioned in the forwarding letter of the offer / bid.

4.06. Applicability of Price –: Firm PRICE

i) FIRM PRICE : The prices quoted should be FIRM . In case of placement of order, prices shall remain unchanged till execution of order.

NOTE:

Against firm price NIT variable price offered and vice versa are not acceptable and such offers shall be rejected without notice.

4.7.Delivery schedule: *Please refer Annexure –" AA "*

Note :

(i) The bidder should be in a position to supply in a specific delivery period at least 50% 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 7th (Seventh) day of order date.

5.0 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 % .

6.0 Method of arriving at the total composite evaluated price :

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

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.

- ii. **In case the price is stated to be inclusive of Excise Duty, the current rate included in the price must be indicated . If bidder is exempted from paying 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, and the bidder fails to specify the exact rate applicable, the maximum rate currently leviable will be loaded on the price.

- iii. **The offers must be on FOR destination basis. 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:**

a) 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.

b) 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 quotes the exact amount of freight or packing and forwarding charges, the same shall be added in place of the above percentage amount.

- iv) 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 above 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 National News Papers will be taken.

c) Customs 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)

7.0 Declaration by bidder :

The bidders should give 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 PSU, this fact must be clearly stated and it may not necessarily be a cause for disqualifying him. If this declaration is not given ,the bid will be rejected as non-responsive.

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8.0 Integrity pact :

It is mandatory for the bidder to submit duly signed, stamped and accepted Integrity pact the format of which is enclosed at Annexure "G".

Independent External Monitor for this is :

Annexure – “ AA ”

SPECIFIC TERMS & CONDITIONS

1. ELIGIBILITY & Provenness Criteria :

(Clause No. 1.03 , Annexure – ‘A’)

Only Manufacturers of tendered items are required to quote. In case, as a matter of policy, any manufacturer(s) does not market their product(s) directly then such manufacturer(s) may submit their offer through their Authorised Marketing Outlet. The tenderer should offer proven equipment .The IP EPABX system offered by the tenderer shall be considered proven provided that ‘the type & model of the equipment offered must have been supplied in the past to mining industry and/or to the other industries (private or Govt. / Public sector Undertaking) and performed satisfactorily for a period of not less than one year from the date of commissioning’.

The status of provenness would be evaluated and decided by GM(E&T) based only on self attested documents i.e. supply order copies, performance reports of the tendered/similar items submitted by the tenderer/s along with their offer.

2. . Applicability of Price: FIRM PRICES.

(Clause No. 4.06 , Annexure – ‘A’)

3 . Delivery schedule:

(Clause No. 4.7, Annexure – ‘A’)

- a) Equipment shall be supplied within three months from the date of order. Installation & commissioning shall be completed within two months from the date of supply of equipment.
- b) The bidder should be in a position to supply minimum 50 % qty. during specified period .
- c) Offers from bidders who fail to comply with the above qualification criteria of 50 % supply shall be considered unresponsive.
- d) delivery period shall be reckoned from 7th (Seventh) day of order date.

4. Schedule of Requirement :

(Clause No. 5.0, Annexure – ‘A’)

IP based communication system complete with all services such as designing, installation, commissioning, warranty, post warranty support including training of users.

Please see Annexure –D for details of schedule of requirement.

5. Guarantee / warranty :

(Clause No. 16 of Annexure – ‘ B’)

Vendor shall give composite guarantee / warrantee of satisfactory performance of the complete equipment (along with accessories) for a period of 12 months from the date of commissioning .

6. Performance Bank Guarantee :

(Clause No. 17 of Annexure – ‘ B’)

The supplier should furnish PBG valid for 15 months from date of commissioning to cover the Guarantee / Warrantee . The PBG should be for 10 % of the order value of the equipment (along with accessories) arrived at by adding all the taxes and duties applicable, such as Excise Duty, Sales Tax etc., to the FOR Destination price of the materials on order as applicable on date of opening of price bid. No payment will be made without submission of the performance bank guarantee.

7.Important Note:

1. **AMC charges should be indicated separately in percentage. In no case AMC charges should be included in basic price of equipment. Offers which does not indicate AMC charges in this manner shall be rejected without any further notice.**
2. **Duties and taxes (sales tax, service tax etc applicable on all components should be clearly indicated without any ambiguity).**
3. **Comprehensive AMC charges for three years after Guarantee /warranty period will be added to cost of equipment at the time of evaluation of offers.**

COMMERCIAL TERMS AND CONDITIONS vis-a-vis CHECK LIST
 (To be submitted in Techno-commercial Bid (Part “A”))

B-1/4 to 4/4

All EXCEPT Sl.No.s 4 and 18 are applicable to this tender. Non-compliance of these terms and conditions will lead to rejection of the offer

Sl. No.	Terms and Conditions	Bidder to indicate acceptance of terms and conditions as :
		YES / NO
1	Status of tenderer a. Whether manufacturer b. Whether Sole Selling agent / authorised dealer / distributor (indicate the status) c. Notarised Documents as per clause 1.01 of Annexure “A” enclosed d. Notarised Authorisation / Authority letter in original as per clause no 1.02 (A) of Annexure “A” enclosed e. Authority letter in original in case of goods of Imported origin as per clause no 1.02 (B) of Annexure “A” enclosed f. Proven Status and submission of Self Attested copy of latest/last purchase orders with price of any government organization as per Clause No. 1.03 of Annexure –“A”	
2	Validity: 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.	
3	Price to be quoted as FIRM and in case of order to remain FIRM till execution of the order	
4	Variable prices are to be quoted as per clause no 4.06.b of Annexure “AA”	Not applicable.
5	Price should be on FOR destination	
6	Price should be on FOB – port of shipment basis (in case of import order)	
7	Should submit copy of un-priced bid as per format (Annexure “C”) without the prices alongwith PART – “A” of the bid i.e. Techno commercial Bid of Tender Documents . .	
8	Agency Commission , 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)	
9	Delivery schedule : As per Clause No.4.7 of Annexure “AA”	
10	Payment Terms for indigenous supplies : 80% payment will be released with in 21 days after delivery of equipment and receipt and acceptance of performance bank guarantee by the consignee. Balance 20% payment shall be released within 21 days after successful commissioning of equipment.	
11	Payment Terms for overseas bidders : 80% 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. Balance 20% payment shall be released through Letter of Credit within 21 days after successful commissioning of equipment. 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.	

	<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>	
12	<p>i)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> <p style="padding-left: 40px;">a. Self attested copy with original Principal' invoice / packing list b. Self attested copy with Bill Lading / Airway bill c. Self attested copy with original Bill of entry d. As per contractual requirement (if any) warranty / guarantee certificate e. Certificate of origin</p> <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>	
13	<p>Paying Authority: General Manager(Finance), Western Coalfields Limited Coal Estate, Civil Lines, Nagpur-440 001.</p>	
14	<p>Consignee: As per enclosed Annexure " G" (consignee details of each system will be indicated in supply order as per requirement)</p>	
15	<p>Submission of Bills: For claiming payment, following documents are to be submitted along with original bills as per terms of the supply order <u>to the consignee.</u></p> <p style="padding-left: 40px;">i. Pre-receipted and stamped Invoice (Original Buyer's copy of invoice) ii. Packing list in original list in original giving details of bill of materials iii. Consignment note / RR/ PWB in original iv. Warranty / Guarantee certificate v. Manufacturers test certificate as per supply order terms vi. DGMS / BIS / certificates / any other document as per order</p> <p>Please indicate your Bank Account number and Name of Banker while submitting your bill.</p>	
16	<p>Guarantee / Warranty : Please refer Annexure- "AA "</p>	
17	<p>Performance Bank Guarantee: : Please refer Annexure- "AA "</p>	
18	<p>Pre-despatch Inspection of the ordered materials shall be carried out by the agency appointed by WCL. Such inspection shall not, in case of any defect noticed later, entitle you to plead that inspection has been done by WCL before despatch and absolve you of the obligation. Necessary tools and tackles etc to carry out inspection shall be provided by you.</p> <p>The inspection fee as applicable at the time of inspection (presently 0.38%) on the landed price inclusive of Excise Duty, Sales Tax shall be paid by the supplier to the inspecting authority which will be subsequently reimbursed by the paying authority on production of documentary evidence. Minimum 10 days advance notice shall be given by manufacturer to the inspecting agency to carry out pre-despatch inspection</p>	Not applicable
19	<p>Inspection: Final Inspection shall be carried out by Consignee at site</p>	

20	<p>Liquidated damages 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> <p>.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 buyer</p> <p>.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</p> <p>.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 supplier and also</p> <p>.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.</p> <p>.e To encash any available Bank Guarantee / security deposit for recovery of the penalty.</p> <p>.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 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.</p> <p>.g The supplier shall not be entitled to any gain under this clause.</p>	
21	<p>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 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.</p>	
22	<p>Earnest Money/ Security Money: Please refer SI No 1 of IMPORTANT NOTES (PAGE NO. 2.)</p>	
23	<p>OTHER INFORMATION (To be indicated)</p>	
.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	AFTER SALES SERVICE : Please indicate Complete address with Telephone No, Fax No etc.,	
.g	Details of location of works	
.h	<p>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.</p> <p>i) Name of the Bank and Branch with Location ii) Account Number</p>	

Tender No. P- due on for IP based communication system

	iii) Nature of Account (Cash, Credit , Current, Saving) iv) Style of Account v) MICR Code of the Branch vi) ISFC code of the Branch vii) Whether the said branch of the bank is fully computerized and has got internet banking operational facility. <i>In case the bank is not having such facility you will have to shift your account to some other bank where EFT would be possible.</i>	
24	WCL reserves the right to increase or decrease by 20 % of the tendered quantity as indicated at Annexure –“AA”	
25	Jurisdiction of NAGPUR Court accepted	
26	NSIC-registration, DGS&D-registration, DGMS approval, BIS certification & other Statutory documents required as per tender should be <u>duly attested by PUBLIC NOTARY.</u>	
27	Certified that the tender document downloaded from website has not been altered / modified and the terms & conditions submitted by us are same as that of the tender document of WCL.	
28	Declaration (Refer clause No. 7.0 of Annexure-A): Bidder has not been banned or de-listed by any Government or quasi-Government agencies or PSUs .	

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
4. Non-acceptance of any of the terms and conditions may lead to rejection of offer or the offer may be treated as un-responsive.

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ANNEXURE – “ C ”

NOTE : The Price-Bid kept in PART- “B” should be exactly in the following FORMAT :

Tender Ref no: NGP /WCL / MMW (HQ) / P-

FORMAT OF PRICE BID														
a	b	c	d	e	f	g	h	l	j	k	l = e to k	m	n = l-m	o = n x d
Sl. No.	Description	Unit of Measurement	Tendered quantity	Basic Price Ex-Works (per unit)	Packing & forwarding	Excise Duty (% age) on	Sales Tax (% age) on	Freight	Insurance	Other levies (details)	Landed Cost	Discount (if any on)	Net Landed Cost after discount	Total Price of tendered quantity
1														
2														
3														

NOTE:

1. Item sl. no., description and Unit of Measurement should be as per the schedule of requirement – Annexures " D / AA "

2. (a) FOR ITEMS OTHER THAN DIRECT IMPORT BY WCL :

The prices must be quoted on FOR Destination . The quotation should indicate rate per unit, discount, if any , freight and insurance charges shall be indicated separately for each item , otherwise clause No. 6 of Annexure –“A” will apply for determining the L-1 , L-2 etc status.

- Taxes, duties and other charges etc in percentage should be clearly specified (not in absolute value)
- The charges such as Octroi, Turn over Tax, Entry Taxes etc ., if applicable, should be spelt-out separately giving the applicable rate in percentage.
- Sales Tax under column ' h ' should indicate rate of Sales Tax/VAT
- Nothing extra will be payable over and above the percentage of Excise Duty, Sales Tax/VAT, other levies quoted except on Government notification during the contractual period.

(b) FOR DIRECT IMPORT BY WCL :

- The rate shall be normally be quoted on FOB –port of shipment basis .

3. Conditional discount as per clause 4.02 of Annexure "A" shall not be considered.

4. The prices offered should be given preferably both in words and figures.

ANNEXURE – D

TECHNICAL SPECIFICATIONS FOR THE IP RADIO SYSTEM FOR WANI AREA:

1. SCOPE & REQUIREMENT OF THE SYSTEM:

- (2) The specification covers the procurement of point to point (for 2 links ie, CGMO – Kolgaon SA & CGMO – Mungoli SA) & point to multi point (for 20 locations from CGMO to other remote locations) IP based communication system complete with all services such as designing, installation, commissioning, warranty, post warranty support including training of users.
- (3) The proposal shall be submitted on turnkey basis execution and the bidder should submit the offer including 3 years period of comprehensive maintenance after the completion of 36 months of warranty with service level agreement.
- (4) The bidder shall carry out the feasibility at Wani Area for assessing the requirement and apprise themselves fully on the site condition before submitting the offer. The bidder shall carry out site survey at their own cost.
- (5) For general guidance to the tenderer, it is proposed that the central base station shall be located at AHQ, Wani Area and shall cover all the remote locations. The details of locations with their approximate aerial distance with respect to the central base station is given at Annexure – I.
- (6) It is to be clearly understood that the requirement is for a system comprising of future expansion to multiple fixed radio sites. The initial requirement is for 23 nos of fixed sites and the system offer need to be sufficiently flexible to allow further hardware and software to be added in a modular fashion to meet the demands for new users up to 50 fixed sites (minimum).
- (7) The bidder shall have experience in installation & commissioning of communication systems of IP based radio / digital radio network of comparable size or higher and must submit the documentary evidence in support of this.
- (8) The offered system must have flexibility of meeting future requirement and managing the fixed wireless to integrate the network such as to choose between star, mesh, point to point connections and the system should provide a platform that can grow as per the need and can easily be re deployable as requirement changes.
- (9) The system shall exhibit a high degree of resilience ideally through an inherently distributed architecture and suitable redundancy to avoid a single link dependency for any station.
- (10) The bidder shall be fully responsible to obtain operating licence & SACFA clearance from WPC / DOT on behalf of WCL for the proposed system.
- (11) The bidder shall submit in the technical bid., a technical write-up & technical literature / brochures on all the major components and the network system offered by them, explaining various features & functions of the unit in total and sub units in order to meet the requirements stipulated in this document. The bidder should also include a diagram showing site wise equipment layout and inter site links & their characteristics in the offer.
- (12) The bidder must supply authorized copies of all softwares used in the System in CD ROM, and all manuals for maintenance/administration etc. (one Hard copy and one soft copy).
- (13) The bidder shall submit a statement of facts regarding their capabilities with respect to technical expertise (personnel), service locations, manufacturing facilities and availability / stock of spares and technical collaborations, if any, with copies of agreements.
- (14) Corresponding to the bill of material indicated separately the bidder shall quote the prices in price bid only. Any optional item (not a part of the basic equipment as per OEM design) must be indicated in the bill of materials. A replica of complete price bid masking the price shall be submitted in the technical bid part as un priced bid.**

Pg.2

- (15) The complete IP based radio system equipments agreed upon after final bid evaluation will be warranted for a period of three years and includes comprehensive annual maintenance contract for a period of further three years.
- (16) The bidder shall submit the undertaking from the OEM to provide spares & service support to WCL for a period of six years.
- (17) The bidder shall indicate the details of breakup of the equipments of standard accessories and optional accessories clearly.
- (18) The IP based radio system must function in the coal mines environment considering temperature, humidity, dust prevailed in the mines. Any special requirement to meet environmental parameter must be indicated in the offer.
- (19) The system must be reliable and ensure a minimum of 98 % availability of communication in total network as well as in parts with round-the-clock operation within the required coverage area with the execution of SLA.
- (20) The offer should include all the civil works, erection of mast / antenna, earthing etc. as per specifications enclosed for all the sites.
- (21) The supplier should have their support teams placed at Nagpur, the address along with ph. No., FAX, E-mail No. must be furnished.
- (22) WCL reserves the right to increase or decrease the quantity of goods and services specified in the schedule of requirement / bill of material at any stage before supply, without any change in unit price of the ordered quantity or other terms and conditions.
- (23) Non compliance of any of the above shall be liable for rejection of the offers.

(1) TECHNICAL SPECIFICATIONS:-

1. General requirement: The requirement is for a broad band wireless system comprising of the following locations:-

1. Base station at AHQ, Wani Area: 1 site.
2. Remote stations (POINT to POINT): 2 locations : Mungoli and Kolgaon Sub Areas with links: CGMO / AHQ - MUNGOLI & CGMO/AHQ – KOLGAON Sub Area site.
POINT TO MULTIPOINT SITES FROM CGMO TO REMOTE LOCATIONS AS GIVEN BELOW:
3. Remote stations of 3 other sub Areas ie Naigaon, Ghughus & Niljay SA's.
4. Subscriber terminal at Road weigh bridges: 9 locations.
5. Subscriber terminal at Rail weigh bridges: 2 locations.
6. Subscriber terminal at residential colony's: 4 locations.
7. Subscriber terminal at Main sub station: 1 site.
8. Subscriber terminal at Area hospital: 1 site.

2.2 System services: The following system services shall be supported.

3. High speed data.
4. Multimedia services.
5. Voice over IP (VOIP).
6. Telephone gateway.
7. Network management.
8. High speed internet access.

2.3 Technical requirements:

2. **System standards: All the radio equipments shall comply fully with all customer defined mandatory requirement and conforming to the latest version of ETSI / FCC/ IEEE.**
3. Distributed architecture: All radio site equipments shall support a resilient distributed architecture over IP. The data bases should also be distributed and able to synchronize so as not to compromise on the functioning of the network even in case of failure of a bearer link.
4. Network Management: Including congestion management (incl. Priority feature), security, access control, report generation and debugging facility along with other standard features should be provided.

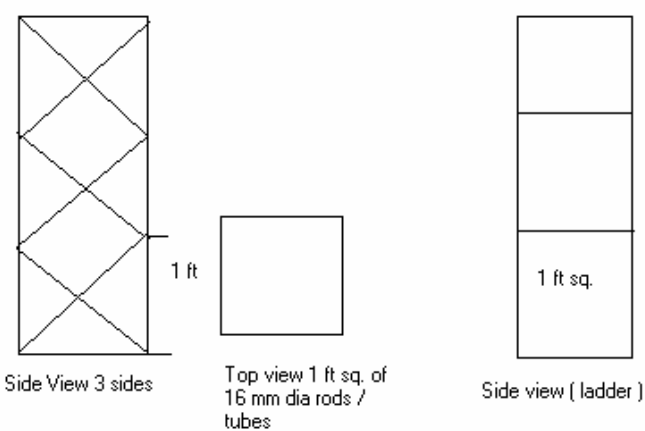
2.4 Network Architecture:

- (1) The network should support a combination of different network architectures like linear, star or meshed network. The network should not have a single point of failure with distributed architecture and should not rely on any single control processing units or link.
- (2) The network architecture should not rely on any single centralized data base for normal operation and data bases should be distributed across the network so that a site can continue to operate with its local data base should there be a link failure to that site.
- (3) Interconnection of network elements such as call processing, PABX / PSTN gateway and management network shall be made by the use of common interface such as LAN / WAN / E1 interface to facilitate distributed architecture.
- (4) The system should be capable of being interfaced to VSATs, ISDN network by the addition of the suitable software & hardware components or gateways.

2.5 Gateway equipments:

- (3) **The data gateways shall support packet switched IP data connection between radio terminals and data networks using TCP/IP.**
- (4) **A gateway to be provided to support voice communication between the network users and subscribers on an EPABX / PSTN network. The telephone gateway external interfaces shall be:**
 1. **ISDN-BRI with QSIG.**
 2. **E1 / PRI.**

3. TECHNICAL SPECIFICATION OF THE 2.4 GHz IP RADIO LINK ARE AS GIVEN BELOW :-

Sl.	Description	Specification
1.	Operating Mode:	Point to point (for 2 links) & point to Multipoint(for 21 locations) IP based communication system.
2.	Frequency Range:	i) 2.4 GHz band. ii) No. of remote unit per base station expandable to minimum 30 nos.
	Radio technology:	Should support spread spectrum.
3..	Transmitter /Receiver	
i.	Output Power (Antenna Port):	+20 dBm or better and software adjustable in steps of 1 dbm.
ii.	Coverage:	25 Kms with throughput of 4 MBPS in full duplex mode.
iii.	Throughput:	Should support up to 28 Mbps per base station.
iv.	Receive Sensitivity:	-83 dBm or better.
4.	Antenna tower & antenna.	<p>Antenna tower shall be of tubular mast, with stay wires & size in multiple of 1 ft x 1 ft square & as per the details given below. The tower shall with stand the wind speed of 100 kmph & the weight shall not be more than 30 kg / mtrs height.</p>  <p>The diagram illustrates the antenna tower structure. It includes three views: a side view showing a vertical mast with three square sections, each with diagonal cross-bracing; a top view showing a 1 ft square cross-section; and a side view of the ladder structure, also showing a 1 ft square cross-section. Labels include '1 ft' for the height of a section, 'Top view 1 ft sq. of 16 mm dia rods / tubes', and 'Side view (ladder) 1 ft sq.'.</p> <p>External antenna suitable to cover 25 Kms range at 4 MBPS.</p>
5.	Certification and radio standard compliance:	FCC/ETSI /govt. accredited laboratory / institution.
6.	Security:	i) should support authentication , encryption and IP / MAC filtering.
7.	Network Connection:	10/100 Base T, should be interfaced with the existing cisco router model 2600 series & should support transparent bridging.
8.	Management:	SNMP and standard MIBII based.
9.	Remote Management:	Telnet, FTP or any other standard protocol. Protocols available in the equipment must be specified.
10.	Protocols:	IP routing, transparent bridging, 802.1Q trunking, VLAN support with security, QOS (point to point & multiple configuration) and other standard protocols (IEEE).
11.	QOS:	Should support QOS for improving audio, voice & video application based on 802.1P, 802.1Q and IP addresses protocols.

12.	User friendly Radio Alignment and monitoring tools:	Bandwidth Control and management for individual remote/clients to reduce resource conflicts in the wireless medium.
13.	Radio interference Measuring tools:	Built-in Spectrum analyzer to measure the RF activity /RF interference/RF noise to enable selection of appropriate operating frequency sub-band should be available.
14.	Input Voltage:	
i.	Base station:	The operating voltage of the system should be -24 / -48 V DC +/- 10% and 170 V to 250 volts AC +/- 10% and should be available either in built or by providing a DC converter. The system must have UPS of sufficient capacity with 6 hours back up.
ii.	Remote station:	The operating voltage of the system should be -24 / -48 V DC +/- 10% and 170 V to 250 volts AC +/- 10% and should be available either in built or by providing a DC converter. The system must have UPS of sufficient capacity with 6 hours back up.
15.	Temperature & Relative humidity:	0 – 50 deg. Cent. 5 % to 95 % non condensing.
16.	Outdoor Unit:	
i.	Mounting:	Pole mounting.
ii.	Enclosure:	Fully weather-proof.
iii.	Wind load survival :	The radio equipment shall withstand maximum wind load of 100 kmph.
17.	Indoor unit:	The equipment should preferably be rack mountable in a standard 19 inch rack.
18.	Surge suppressor /Lightening arrestor:	i) Appropriate inbuilt Surge suppressor / Lightning arrestor should be provided at all locations. (1) Details of the earthing arrangement requirement for proper functioning of the equipment to be provided in all locations as per specifications.
19.	Voice over IP:	IP EPABX offered shall be of enclosed specifications at 4.(a) to 4 (d).
20.	VOIP Gate way	With 2 FXS & 2 FXO.
	i. Format:	Ethernet.
	ii. Interface:	10 / 100 Base T.
	iii. Protocols:	H.323V4, QSIG, T-38, RFC, SIP etc.
	iv. Bandwidth management:	G.711, G.723 with voice compression and silence suppression.
	v. Management:	Windows, SNMP Agent, Flash up gradable.
	vi. Voice quality:	G.165, G.168, echo cancellation, dynamic buffers.
	vii. Certification and standards:	ETSI/FCC and IEEE.

4. SPECIFICATIONS OF IP EPABX:

(a) Digital IP EPABX offered shall be with following specifications:-

- (2) IP EPABX shall be of minimum 256 ports capacity equipped for (minimum)100 analog tel. lines, 16 digital trunk ports, 2Nos. E1 PRI ports for 1 no. EPABX, & equipped for 50 lines, 16 digital trunk ports for 5 nos EPABXs. Each EPABX also will have one Computer based Maintenance/Operation Console & interconnection with the radio equipment. (Total 6 nos of EPABX Systems).
- (3) The exchange must be TEC approved & a copy of valid TEC certificate must be enclosed.
- (4) Shall have DID with voice guidance and voice mail facility.
- (5) Power supply unit shall consists of FCBC unit along with maintenance free batteries in multiple of 12volts x 80 AH (minimum) of Exide/ Amra Raja/ Panasonic/ std Farukwa make. Qty of batteries must be mentioned.
- (6) The exchange should be 100 % true non blocking conforming to ITU recommendations & based on digital IP switching technology (server based).
- (7) IP extension shall give full feature transparency.
- (8) System should support IP with H.323 / SIP / XML.
- (9) The system should provide complete network supervision of IP plans, QOS, IP address management.
- (10) The system should be of 19 “ rack mountable.
- (11) The system should support remote gateways over fibre & IP for remote connectivity with ISDN, CO, PRI, IP etc.,
- (12) The Systems should be provided with krone type MDF with Integrated Protection Modules for all lines.
- (13) The system should provide reports for calls based on records, call on a user basis, time period, call through gate ways etc.,
- (14) Shall provide integrated end to end QOS features for voice quality across LAN as well as WAN.
- (15) Shall have alternate automatic routing & auto route selection.
- (16) Shall comply with G.711 mu-law, a-law , G.723.1, G. 729A/B.
- (17) The system should support mobility features so that he can continue to receive and make calls on (GSM / CDMA) phone.
- (18) System shall have multi location dial plan partition.
- (19) System shall have directories of missed, received calls list stored on selected IP phones (programmable).
- (20) Shall have call transfer, conference, hold, redial, abb. Dialing, call parking, call pick up, timed call, system alarm, programmable subscriber alarm, malicious call tracing facility and other standard features.

(b) IP Telephones specifications:

- (1) Shall support G.711 a & mu law, G.723.1, G.729a.
- (2) QOS support includes diff.serv. & 802.1p / 802.1q packet prioritization.
- (3) System software shall be windows XP, 2000 professional or any other standard s/w.
- (4) Memory : 128 MB or higher.
- (5) I/O: One IP network connection & one free powered port for USB audio kit.
- (6) Shall have speaker phone facility with full duplex.
- (7) Other standard facilities.

© Portable Radio sets specifications:

- (2) The display shall be of backlit dot matrix with icons & line status indicators.
- (3) Shall operate at 2.4 Ghz band or any other SACFA approved band with reliable communication.
- (4) Battery shall have the capacity of atleast 3 hours talk time & 60 hours standby.
- (5) Shall comply to 802.11b.
- (6) Transmission type: Direct sequence spread spectrum.
- (7) Transmission rates: 11, 5.5, 2, 1 MB/s, auto rate selection.
- (8) Transmit power: 100 mw (max).
- (9) Shall support G.711 a & mu law, .1, G.729ab.
- (10) Wireless security: Standard WEP 40 bit and 128 bit.
- (11) Should be rugged, easily programmable and convenient to use.

(d) Analog type PB telephone specifications:

Shall have Redial facility , DP & DTMF dialing, Ring tone adjustment, LED indication and other standard features & shall be approved by DOT/TEC. The sets should be desk top type, aesthetically sound, standard model and user friendly. There should be permanent embossing of CIL logo, 'WCL' and Year of manufacture on the telephone.

(5) SPECIFICATIONS OF PC:

1. Processor type: Pentium IV, 3 GHz. Processor or higher, and the PC must be of reputed brand like HP, Compaq and Lenovo only.
2. 64 bit processor.
3. Memory capacity: Main 512 MB RAM. Or higher
Cache 1MB or higher
4. Hard disc drive: 80 GB or higher.
5. Monitor: 17" colour (HP/COMPAQ/Lenovo)
6. Key board: Min. 104, IBM PC compatible.
7. Software: MS Window XP or higher version.
8. Printer type: Heavy duty 132 column 24 pin DOT Matrix printer.
9. Floppy drive: 1.44 Mb one no.
10. Optical Drive: Combo Drive52x or higher.
11. Ports: Minimum 2 nos serial, 1 no parallel, 3 Nos. USB2 and others essential.
12. Internal Modem: 56Kbps.
13. Networking: Min. Ethernet, Wi-fi, Bluetooth compatible.
14. Operating system: MS windows XP or later version.
15. Application Software: For Operation, Maintenance, Diagnostic, Billing, Report Writing software's and any other required for the system.

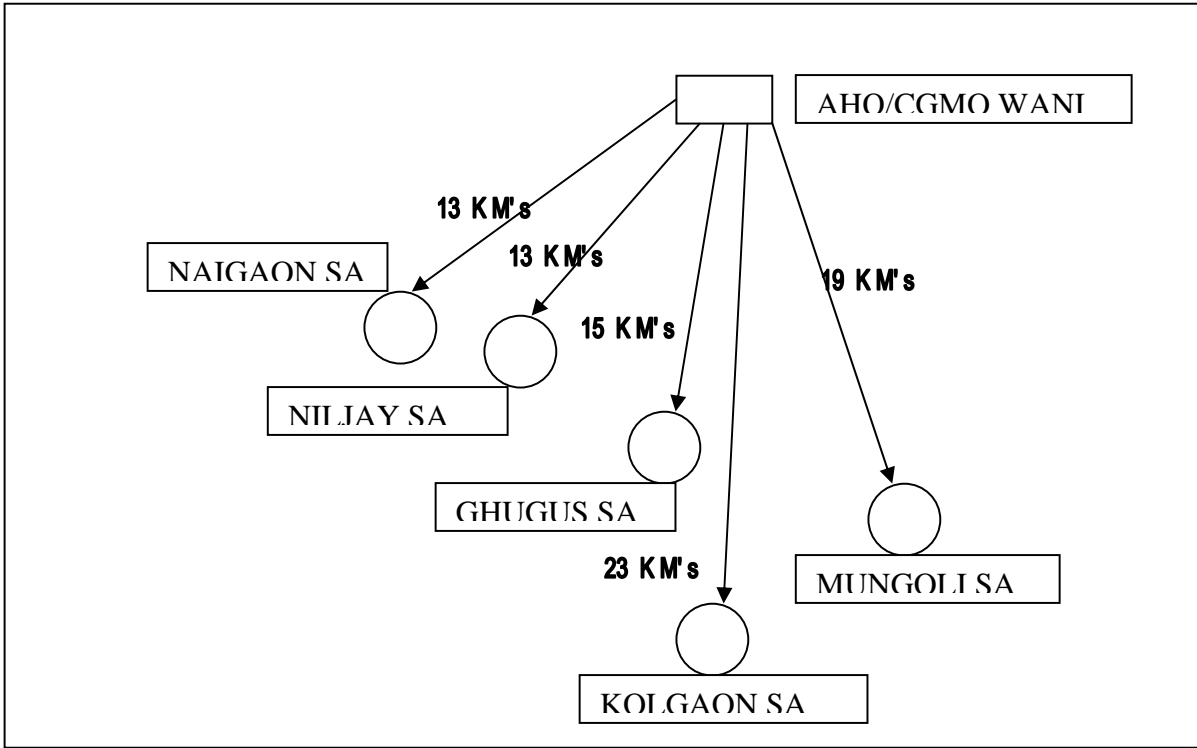
(6) EARTHING SPECIFICATIONS:

1. Earthing work will be done by the supplier to provide suitable earth resistance to meet all the features, protection and security of the system. The earthing requirement is given below:-
2. The earthing should ensure a resistance (ground loop) of 2 ohms or better.
3. Dig a pit of 3 ft x 3 ft area up to 12 feet depth where bottom end should have some moisture.
4. Put a rectangular copper plate at the bottom of the pit (15 Kg) and connect the copper strip to this.
5. Lower the GI (Galvanised Iron) pipe of 12 ft L x 2 inch dia in the pit.
6. Connect the copper strip to the end of the GI pipe and extend it to the users supply point.
7. Spread of a layer of salt in the pit.
8. Spread a layer of Charcoal inside the pit.
9. Spread a layer of 1 ft sand inside the pit.
10. Again spread a layer of salt and charcoal respectively.
11. Cover it with a layer of 1 ft of sand.
12. Pour enough water and wait till it dries.
13. Fill the pit with sand up to half its depth.
14. Pour enough water and wait till it dries up.
15. Fill the pit completely with sand.
16. The minimum Salt & Charcoal used for the above will be 5kg & 25 Kg respectively.

8. TERMS AND CONDITIONS OF THE A.M.C / SERVICE LEVEL AGREEMENT:

- 1.SCOPE OF WORK: Complete comprehensive maintenance of all the equipments / parts (including repairs and replacement)supplied.
- 2.A minimum of one visit in each quarter of the year & shall be carried out by the maintenance engineer as preventive periodic maintenance.
- 3.In addition to the above, all types of breakdown calls are also to be attended and rectified within 24 hours from the date of reporting the complaint by telephone / fax.
- 4.Period of AMC will be for a period of three years after the completion of three years of warranty.
- 5.Payment terms: The payment of the AMC charges is payable on half yearly basis after rendering satisfactory services for the guarantee period. The bill shall be submitted after duly certified by the engineer for payment.
- 6.Maintenance holder shall maintain a joint record for fault report from time to time against the emergency / service visits of the subject equipment, which shall be duly certified by the concerned engineer indicating the nature of fault, date of report and date of rectification. One copy of the joint visit must be submitted to the concerned engineer.
- 7.Maintenance holder shall ensure that the during tenure of the AMC, any spares replaced by the maintenance holder shall be certified by the WCL engineer and to be recorded in the spare register.
- 8.Complete reports shall be submitted along with the bills for the period of claim on satisfactory completion of AMC.
- 9.No hike in the AMC rates during the tenure of the maintenance contract is entertained.
10. If any parts / spares / components is replaced, the old part so removed is the property of the maintenance contractor.
11. The maintenance contractor is responsible for the repairing of defects caused on account of the normal wear and tear of equipments.
12. Penalty clause: In any case of delay in rectification of the fault on the part of the maintenance holder, a penalty of Rs. 1000 per day shall be imposed subject to a maximum value of 10 % of the order value. The period from the date and time of the fault is reported to the maintenance contractor over telephone / fax shall be counted including the holidays. The penalty amount shall be deducted from the subsequent bills of the maintenance contractor.
13. Service exclusions: Service do not cover the repair for damages, malfunctions or service failures caused by force majeure conditions such as riots, earth quakes and fire.
14. WCL reserves the right to terminate the contract at any time of the tenure.
15. Agreement with the above mentioned terms and conditions shall be done on a non judicial stamp paper.
16. Submission of bill: AMC bill shall be submitted to SO(E&M), Wani Area.
17. . Paying authority: Area Finance Manager, Wani Area.

Annexure - I



DETAILS OF BASE STATION & REMOTE STATIONS

Base station at AHQ, Wani Area: 1 site.

POINT TO POINT LINK SITES:

2-3. Mungoli and Kolgaon Sub-areas with links: CGMO / AHQ - MUNGOLI & CGMO / AHQ – KOLGAON SUB AREAS.

POINT TO MULTI POINT SITES FROM CGMO / AHQ TO THE FOLLOWING SITES: (with approximate aerial distance of 10 to 20 KM's).

4-6. Naigaon, Ghughus & Niljay SA's.

7-15. Road weigh bridges: 9 locations.

16-17. Rail weigh bridges: 2 locations.

18-21. Residential colony's: 4 locations.

22. Main sub station: 1 site.

Area hospital: 1 site.

// CHECK LIST //

The vendors are required to submit the point wise clarification as given below in the following format of the offered IP Radio system:

YES: SYSTEM SUPPORTS.

NO: SYSTEM DOES NOT SUPPORT.

(Pl. indicate any Documentary Support provided against the items and the Pg. No. of the same in the offer.)

NON COMPLIANCE of the clarification will make the offer liable for rejection without any reference.

1. The offered system is point to point (for 2 links) & point to multi point (for 20 locations): Yes /No.
2. The proposal is submitted on turnkey basis execution: Yes / No.
3. Whether the offer includes comprehensive maintenance of the system is for 3 years period after completion of 36 months of warranty, with service level agreement: Yes / No.
4. Whether the bidder has carried out the feasibility at Wani Area for assessing the requirement and apprise themselves fully on the site condition at their own cost before submitting the offer: Yes / No.
5. Whether the bidder submitted in the technical bid., a technical write-up, technical literatures/ brochures of major components from OEMs, and a network system diagram showing details: Yes / No.
6. Whether the bidder has submitted a replica of complete price bid masking the price in the technical bid part as un priced bid: Yes / No.
7. Whether the vendor has confirmed minimum 98% system availability: Yes / No.
8. Whether the bidder has submitted the details of support system placed at Nagpur, the address along with ph. No., e-mail no. etc., and details of technical collaborations, if any, with copies of agreements: Yes / No.
9. Whether the bidder submitted the undertaking from the OEM/s to provide spares & service support to WCL for the system offered for a period of six years. Yes / No.
10. TECHNICAL SPECIFICATIONS:
 - a) Whether the offer submitted is for the IP radio system with base station at AHQ, Wani Area: Remote stations at sub areas Mungoli & Kolgaon: 2 locations with point to point links: CGMO - Mungoli & CGMO – Kolgaon Sub Areas, & point to multi point links from CGMO to 20 other locations: Yes / No.
 - b) Whether the radio equipment conforms to the latest version of ETSI / FCC / IEEE standards and specifications and would support IEEE 802.3 Ethernet. Yes / No.
 - c) Whether the data gateways shall support packet switched IP data connection between radio terminals and data networks using TCP/IP. Yes / No.
 - d) Whether the radio system has the frequency range of 2.4 GHz band/ SACFA approved band with reliable commn. & No. of remote unit per base station is expandable to minimum 30 nos. Yes / No.
 - e) Whether the radio technology supports spread spectrum. Yes / No.
 - f) Whether the radio system has the coverage of 25 Kms with throughput of 4 MBPS in full duplex mode. Yes / No.
 - g) Whether the receive sensitivity of the radio system is -83 dBm or better. Yes / No.

- h) Whether the Antenna system & its tower is as per the specification at 3.4. Yes / No.
- i) Whether the radio system comply to the standards of FCC/ETSI/IEEE standards. Yes / No.
- j) Whether the radio system conformed to SNMP and standard MIBII. Yes / No.
- k) Whether the remote management conformed to Telnet, FTP or any other standard protocol. Protocols available in the equipment should be specified. Yes / no.
- l) Whether the system should support the protocols of IP routing, transparent bridging, 802.1Q trunking, VLAN support with security and QOS (point to point & multiple configuration. Yes / No.
- m) Whether the system support QOS for improving audio, data & video application based on 802.1P, 802.1Q and IP addresses and other relevant protocols. Yes / No.
- n) Whether the VOIP Gateway offered is with 2 FXS & 2 FXO. Yes / No.
- o) Whether the VOIP Gateway format is Ethernet. Yes / No.
- p) Whether the VOIP Gateway interface is 10 / 100 Base T. Yes / No.
- q) Whether the VOIP Gateway supports protocols H.323V4, QSIG, T-38, RFC, SIP etc. Yes / No.
- r) Whether the VOIP Gateway bandwidth management supports G.711, G.723 with voice compression and silence suppression. Yes / No.
- s) Whether the VOIP Gateway management supports Windows, SNMP Agent, Flash up gradable. Yes / No.
- t) Whether the VOIP Gateway voice quality conform to G.165, G.168, echo cancellation, dynamic buffers. Yes / No.
- u) Whether the VOIP Gateway conforms to ETSI/FCC /IEEE standards. Yes / No.
- v) Whether the offered IP EPABX system conforms to technical specifications at 4 (a). Yes / No.
- w) Whether the offered IP telephones are as per the specifications at 4 (b). Yes / No.
- x) Whether the offered portable radio sets are as per the specifications at 4 (c). Yes / No.
- y) Whether the offered push button telephones are as per the specifications at 4 (d). Yes / No.
- z) Whether the offered computer system conformed to technical specifications of PC at (5): Yes / No.
- aa) Whether the earthing is conformed to technical specifications at (6): Yes / No.
- bb) Whether the bill of material submitted is as per NIT : Yes / No.
- cc) Whether the bidder has conformed to all the AMC terms and conditions as per NIT : Yes / No.

Signature of the bidder.

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:

“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.

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.

“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.

The Chairman – cum Managing Director means Chairman – cum Managing Director of Western Coalfields Limited, Nagpur

The term DRAWING shall mean the drawings, the plans specified in or annexed to the schedule of specification.

The term “PURCHASE EXECUTIVE” shall mean the purchaser or purchaser named in the schedule to the tender, his or their successors or assignees.

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.

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.

The term MATERIALS shall mean anything used in the manufacture or fabrication of the stores.

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

STORES means the goods specified in the supply order or schedule which the contractor has agreed to supply under contract.

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.

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.

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

WRITING shall include any manuscript, typewritten or printed statement under or over signature or seal as the case may be.

UNIT & QUALITY means the unit and quantity specified in the schedule.

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, 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 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

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.

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.

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

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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 regard to 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 manufacturer'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 or supply order shall follow in due course, but immediate action towards execution of supply order shall be taken on receipt of the advance intimation.

16. Earnest Money/ Security Money:

a) The value of Earnest Money to be deposited by the tenderer should be **2% (Two Percent)** of the value of the estimated cost tendered for **or Rs.10,00,000/- (Rupees ten Lakhs only) whichever is lower.** Earnest Money Deposit (EMD) should be in the form of Demand Draft drawn in favour of " Western Coalfields Limited" payable at Nagpur and must accompany the quotation ie **PART – "A" of the bid.** 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) In case of 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 is to be kept recorded for future dealings with them.

The value of Security Money to be deposited by the successful tenderer in the form of **Bank Draft / Bank Guarantee of any scheduled bank** shall be **10% (Ten Percent)** 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. **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 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.

d) State / Central Govt. organization / PSUs are exempted from submission of EMD / Security deposit.

e) WCL Ancillaries **(for the tendered items)** are exempted from payment of Earnest Money / Security Deposit.

f) 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

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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.

(l) 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.

(i) 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.

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

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the essence of the contract and delivery of the stores must be completed by the date specified.

20. Liquidated Damages :

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 effected 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 caused 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.

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 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 Panel 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 of 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 on 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.

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- 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"

INTEGRITY PACT

Between

Coal India Limited (CIL) hereinafter referred to as "The Principal"

And

_____ hereinafter referred to as "The Bidder/Contractor."

Preamble

The Principal intends to award, under laid down organizational procedures, contracts for _____. The Principal values full compliance with all the relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the "International Non Government Organisation" "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles :-

No employees of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

17. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

9. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder/Contractor.

(1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

16. The Bidder/Contractor will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

5. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, subsidiary contracts, submission or non-submission of bids

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or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

3. The Bidder/Contractor will not commit any offence under the relevant Anti-Corruption Laws of India ; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship regarding plans, technical proposals and business details including information contained or transmitted electronically.
 4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intent to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

- (8) If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- (2) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (5) If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
- (4) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 – Compensation for Damages.

- (2) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3% of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
- (24) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the contractor Liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.
- (4) The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous transgression

- (2) The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country confirming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (21) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors.

- (8) The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (12) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders/Contractors / Subcontractors.

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 – External Independent Monitor/Monitors (three in number depending on the size of the contract) (to be decided by the Chairperson of the Principal)

- (3) The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
- (3) The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and should the occasion arise, submit proposals for correcting problematic situations.

(7) Monitor shall be entitled to compensation on the same terms as being extended to /provided to Outside Expert Committee members/Chairman as prevailing with Principal.

(8) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(9) The word "Monitor" would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairperson of the Principal.

Section 10 – Other Provisions.

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Kolkata.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

 For the Principal

Place

Date

 For the Bidder/Contractor

Witness 1 :

Witness 2 :