

Draft copy of NIT for supply of DG Sets 10 KVA,40 KVA & 50 KVA capacity. for pre NIT meet

(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 / P –

Regd. Post / By Hand

M.R.no. dt.

Cost of Tender documents	
Earnest Money Deposit (EMD)	
Tender Value	

To

M/s.

Dear Sirs,

Sub: Tender Enquiry in TWO BID system for Procurement of Diesel Generator sets .

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 Staped 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 –D1/13 to D13/13
6	Technical checklist	Annexure- "E"	Page–E-1/2 to 2/2
7	General Terms and Conditions of supply of stores	Annexure- " F "	Page –F-1/8 to F- 8/8
8	Consignee Details	Annexure- "G"	Page –G-1/1

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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- 1/5

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”*)
- d) Schedule of requirement & Technical Specifications (*Annexure “D”*)
- e) Technical checklist (*Annexure “E”*)
- f) 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.

Annexure – “ AA ”

SPECIFIC TERMS & CONDITIONS

1. 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 be proven sources [proven means the vendor who have received regular/firm supply orders/ copy of rate contract (Trial order shall not be considered) in the past from CIL (HQ)/Subsidiaries (HQ) of CIL/Other PSUs (HQ)/Govt. departments for the offered D.G. Set of similar or higher capacity D.G. Sets.]

Self attested copy of satisfactory performance report from the user for a period of not less than one year from the date of commissioning shall be submitted/supported, if vendor submits single self attested copy of supply order.

In case of non-availability of performance report against supply order of CIL or its subsidiaries, that will be obtained by the technical department of WCL.

The status of provenness would be evaluated and decided by HOD’s of concerned technical department based on self attested documents i.e. supply order /RC copies 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’)

Delivery of DG sets to be completed within four months from the date of purchase order. Errection & Commissioning of the DG sets to be completed within one month from the date handing over of site with required arrangement (i.e building and foundation as per layout drawing provided by the tenderer, earthing , load cables and diesel for performance test.).The site is to be handed over to the vendor within four months from the date of placement of order.

Please note that the delivery period shall be reckoned from 7th (Seventh) day of order date.

4. Schedule of Requirement :

(Clause No. 5.0, Annexure – ‘A’)

Please see Annexure of technical specification at 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 or 18 months from the date of receipt and acceptance of material.

6. Performance Bank Guarantee :

(Clause No. 17 of Annexure – ‘ B’)

The supplier should furnish PBG valid for 18 months to cover the Guarantee / Warrantee period. 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.

Annexure “B”**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 4,6,8,11, 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	<p>Status of tenderer</p> <p>a. Whether manufacturer</p> <p>b. Whether Sole Selling agent / authorised dealer / distributor (indicate the status)</p> <p>c. Notarised Documents as per clause 1.01 of Annexure “A” enclosed</p> <p>d. Notarised Authorisation / Authority letter in original as per clause no 1.02 (A) of Annexure “A” enclosed</p> <p>e. Authority letter in original in case of goods of Imported origin as per clause no 1.02 (B) of Annexure “A” enclosed</p> <p>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”</p>	
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)	Not applicable.
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)	Not applicable.
9	Delivery schedule : As per Clause No.4.7 of Annexure “AA”	
10	Payment Terms for indigenous supplies : For supply of equipment : 80% payment may 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	<p>Payment Terms for overseas bidders :</p> <p>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.</p> <p>Balance 20% payment shall be released documents through Letter of Credit within 21 days after successful commissioning of equipment.</p> <p>Initial Bank charges within India towards opening of Letter of Credit shall be borne by WCL.</p> <p>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>	Not applicable.

	<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> <ol style="list-style-type: none"> Self attested copy with original Principal' invoice / packing list Self attested copy with Bill Lading / Airway bill Self attested copy with original Bill of entry As per contractual requirement (if any) warranty / guarantee certificate Certificate of origin <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> <ol style="list-style-type: none"> Pre-receipted and stamped Invoice (Original Buyer's copy of invoice) Packing list in original list in original giving details of bill of materials Consignment note / RR/ PWB in original Warranty / Guarantee certificate Manufacturers test certificate as per supply order terms DGMS / BIS / certificates / any other document as per order <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:</p>	

	Final Inspection shall be carried out by Consignee at site	
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	OTHER INFORMATION (To be indicated)	
.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	In order to facilitate payment to vendors by way of Electronic Fund Transfer (EFT) , the following details pertaining to your Bank account may please be furnished.	

	i) Name of the Bank and Branch with Location ii) Account Number iii) Nature of Account (Cash, Credit , Current, Saving) iv) Style of Account v) 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.

=====

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	i	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

SPECIFICATION NO : 369135-2008

SPECIFICATION FOR DIESEL GENERATING SET**NOTE :**

TENDERERS ARE REQUIRED TO SUBMIT THEIR TECHNICAL BIDS IN THE FORMAT GIVEN BELOW INDICATING THEIR ACCEPTANCE/REQUIRED INFORMATION IN THE COLUMN 4 AGAINST EACH CLAUSE OF THE SPECIFICATIONS GIVEN UNDER COLUMN 1, 2 AND 3.

TENDERERS SHOULD OFFER THE EQUIPMENT STRICTLY AS PER THE SPECIFICATIONS WITHOUT DEVIATIONS.

3. TENDERERS SHOULD ENSURE THAT ALL THE DOCUMENTS SPECIFIED AT CLAUSE NO. 6.0. ARE ENCLOSED WITH THE OFFER WITHOUT FAIL.

1	2	3	4
SL.NO.	DESCRIPTION	PARAMETER	VENDOR TO CONFIRM/ INDICATE
1.0	<u>SITE ATMOSPHERIC CONDITION :</u>		
1.1	Ambient temperature	: 45 deg.C.	
1.2	Altitude	: 300 Mtrs.	
1.3	Humidity	: 95%	
1.4	Atmosphere	: Dusty (Mostly coal dust)	
2.0	<u>SCOPE OF SUPPLY/WORK :</u>		
2.1	Diesel Engine as specified 4.1.0	: Bidder to confirm	
2.2	Alternator as specified 4.2.0	: Bidder to confirm	
2.3	Flexible coupling	: Bidder to confirm	
2.4	Base frame with anti vibration mounting	: Bidder to confirm	
2.5	Fuel tank of adequate capacity for 8 hours operation	: Bidder to confirm	
2.6	Fuel piping (M.S. Pipe) as required to connect the tank with engine (length as per the layout drawing to be furnished by the vendor along with the offer)	: Bidder to confirm	

Contd.page.....2..

1	2	3	4
SL.NO.	DESCRIPTION	PARAMETER	VENDOR TO CONFIRM/ INDICATE
2.7	Exhaust piping (insulated by asbestos rope) as required for leading the exhaust for the engine to the outside atmosphere (length as per the layout drawing to be furnished by the vendor along with the offer)	:	Bidder to confirm
2.8	Control panel as specified at 4.3.0 for DG Set less than 50 KVA and 4.5.0 for DG Set 50 KVA and above.	:	As per SOR given in Annexure (price to be quoted accordingly)
2.9	Battery charger and Battery as specified at 4.4.0 & 4.4.1 for DG Set less than 50 KVA and 4.6.0 & 4.6.1 for DG set 50 KVA and above.	:	As per SOR given in Annexure (price to be quoted accordingly)
2.10	Synchronising panel as specified: at 4.7.0	:	Optional as per SOR given in Annexure. (prices to be quoted separately)
2.11	Acoustic enclosure as specified at 4.8.0	:	Bidder to confirm
2.12	One set of standard tools	:	Bidder to confirm
2.13	Installation, Testing and commissioning of D.G. Set	:	Bidder to confirm
2.14	Any other item(s) not specified above, but required for the completeness of the D.G. set, its erection, commissioning and performance guarantee test is (are) also included in the scope of supply.	:	Bidder to indicate

NOTE : WCL's scope of supply will be limited to civil work i.e. building and foundation as per layout drawing provided by the tenderer, earthing, load cables and diesel for performance test.

Contd.page.....3..

1	2	3	4
SL.NO.	DESCRIPTION	PARAMETER	VENDOR TO CONFIRM/ INDICATE
2.15	Apart from the scope of supply and works mentioned at above the vendor is also required to obtain all necessary approvals/clearances from Government agencies viz. M.S.E.B. clearance, Electrical Inspector approval, approval from Pollution Control Board and any other statutory agencies required for installation, commissioning and operation of D.G. Set.		
3.0	<u>BASIC PARAMETERS OF D.G.SET :</u>		
3.1	KVA at the site conditions	:	As per the SOR given in Annexure.
3.2	Voltage	:	As per the SOR given in Annexure
3.3	RPM	:	1500
3.4	Duty	:	Continuous
4.0	<u>DETAILED SPECIFICATIONS :</u>		
4.1.0	<u>Prime Mover</u>	:	Diesel Engine
4.1.1	Make [Acceptable makes :	:	Bidder to indicate Cummins/Cater Piller/Greaves/ Kirloskar Oil Engines/Any other make proven in PSUs/Govt.depts.]
4.1.2	Type/Model	:	Bidder to indicate
4.1.3	BHP at standard reference conditions	:	Bidder to indicate
	<u>Note :</u>		Derating factor to be considered for the site conditions.
	a) For naturally Aspirated Engines	:	0.856
	b) For Turbo charged Engine:	:	Bidder to indicate
4.1.4	Duty	:	Continuous
4.1.5	RPM	:	1500
4.1.6	Cooling	:	Air/Water cooled
4.1.7	HP loss due to radiator fan	:	Bidder to indicate
4.1.8	Bore and stroke (mm)	:	Bidder to indicate
4.1.9	Displacement (C.C.)	:	Bidder to indicate

Contd.page.....4..

1	2	3	4
SL.NO.	DESCRIPTION	PARAMETER	VENDOR TO CONFIRM/ INDICATE
4.1.10	Number of cylinders	:	Bidder to indicate
4.1.11	Compression ratio	:	Bidder to indicate
4.1.12	Sp. fuel consumption at full load (g/KWH)	:	Bidder to indicate
4.1.13	Lube oil consumption	:	Bidder to indicate
4.1.14	Standard to which the engine conforms for performance requirements	:	IS:10002-1981
4.1.15.0	The engine shall complete with following equipments :-		
4.1.15.1	Fly wheel	:	Bidder to confirm
4.1.15.2	Fly wheel Housing	:	Bidder to confirm
4.1.15.3	Air filter	:	Bidder to confirm
4.1.15.4	Lub oil pump	:	Bidder to confirm
4.1.15.5	Lube oil filter	:	Bidder to confirm
4.1.15.6	Lube oil pressure gauge	:	Bidder to confirm
4.1.15.7	Lube oil temperature gauge	:	Bidder to confirm
4.1.15.8	Fuel injection system with fuel pump, Nozzles etc.	:	Bidder to confirm
4.1.15.9	Fuel filter, double bowl	:	Bidder to confirm
4.1.15.10	Cooling system, complete	:	Bidder to confirm
4.1.15.11	Water temperature gauge (for water cooled engine)	:	Bidder to confirm
4.1.15.12	Exhaust silencer	:	Bidder to confirm
4.1.15.13	12V/24V electric starting equipment and cables except battery	:	Bidder to confirm
4.1.15.14	Starting switch & key	:	Bidder to confirm

Contd.page....5..

1	2	3	4
SL.NO.	DESCRIPTION	PARAMETER	VENDOR TO CONFIRM/ INDICATE
4.1.15.15	Engine protection against :		
	(a) high temperature	:	Bidder to confirm
	(b) Low lub oil pressure	:	Bidder to confirm
	(c) Over speed	:	Bidder to confirm
4.1.15.16	First fill of lub oil	:	Bidder to confirm
4.1.15.17	Type of Governer	:	Bidder to indicate
4.2.0	<u>Alternator</u> :		
4.2.1	Make	:	Bidder to indicate
	[Acceptable makes :	Crompton Greaves/KEC/NGEF/ Stanford/Jyoti/ Any other make proven in PSUs/Govt.depts.]	
4.2.1.1	Type	:	Alternator shall be brushless, screen protected revolving field, stator output.
4.2.2	KVA rating	:	As per SOR given in Annexure
4.2.3	Voltage/Phase/Hz	:	As per SOR given in Annexure
4.2.4	Frequency	:	50 Hz
4.2.5	Duty	:	Continuous with 10% over load for one hour within 12 hour
4.2.6	Speed	:	1500 RPM
4.2.7	Rated P.F.	:	0.8
4.2.8	Wave form	:	Sinusoidal

Contd.page.....6..

1	2	3	4
SL.NO.	DESCRIPTION	PARAMETER	VENDOR TO CONFIRM/ INDICATE
4.2.9	Excitation	: Self excited, self regulated with AVR	
4.2.10	Standard	: IS:4722	
4.2.11	Class of insulation	: Not inferior than class B	
4.2.12	Voltage regulation	: $\pm 5\%$	
4.2.13	Enclosure	: IP-23	
4.2.14	Short circuit rating	: Bidder to indicate	
4.2.15	Momentary overload capacity	: Bidder to indicate	
4.2.16	Efficiency of the Alternator	: Bidder to indicate	
4.3.0	<u>Control Panel (less than 50 KVA) :</u>		
4.3.1	Make	: Bidder to indicate	
4.3.2	Standard to which the panel CONFORMS	: IS:8623-1993	
4.3.3	Type of mounting	: Wall/floor mounted	
4.3.4	Material of construction	: Heavy gauge M.S. sheet steel.	
4.3.5	Cable terminal boxes	: Suitable for PVC DWA cable of required size for both incoming & outgoing.	
4.3.6	Circuit Breaker	: MCCB	
4.3.7	Make and model of MCCB	: Bidder to indicate	
4.3.8	Rating of MCCB	: Bidder to indicate	
4.3.9	<u>Instruments :</u>		
4.3.9.1	Voltmeter with selector switch for three phases	: Bidder to confirm	
4.3.9.2	Ammeter with selector switch for three phases	: Bidder to confirm	

Contd.page.....7..

1	2	3	4
SL.NO.	DESCRIPTION	PARAMETER	VENDOR TO CONFIRM/ INDICATE
4.3.9.3	Start & stop push button	:	Bidder to confirm
4.3.9.4	Pilot lamp	:	Bidder to confirm
4.3.9.5	Load on mains lamp	:	Bidder to confirm
4.3.9.6	Watt hour meter	:	Bidder to confirm
4.3.9.7	Frequency meter	:	Bidder to confirm
4.3.9.8	P.F. meter	:	Bidder to confirm
4.3.9.9	Hour counter	:	Bidder to confirm
4.4.0	<u>Battery charger and Battery :</u>		
	The battery charger shall Consists of the following --		
	(a) Transformer & rectifier	:	Bidder to confirm
	(b) Charging rate selector, off/trickle/Boost	:	Bidder to confirm
	(c) D.C. Ammeter	:	Bidder to confirm
	(d) D.C. Voltmeter	:	Bidder to confirm
4.4.1	Battery 12 V/24 V, 88/150/180 AH	:	As per Annexure
4.5.0	<u>AMF Control panel Standard conforms to IS:8623-1993 : (50 KVA and above)</u>		
4.5.1	Switch gear with auto change over contactors for DG & mains electrically interlocked	:	Bidder to indicate
4.5.2	Back up protection MCCB/HRC	:	Bidder to indicate
4.5.3	Micro processor base AMF module	:	Bidder to confirm
4.5.3.1	Supply failure and restoration mechanism	:	Bidder to confirm
4.5.3.2	Manual/Auto/Test selector switch	:	Bidder to confirm
4.5.3.3	Engine start/stop push buttons	:	Bidder to confirm
4.5.3.4	Indication for voltage, current and frequency metering	:	Bidder to confirm

Contd.page.....8..

1	2	3	4
SL.NO.	DESCRIPTION	PARAMETER	VENDOR TO CONFIRM/ INDICATE
4.5.3.5	Battery voltage sensing and monitoring	:	Bidder to confirm
4.5.3.6	Annunciation mechanism to monitor faults through Indication/Alarm/Trip (a) Engine fail to start (b) Low lub oil pressure (c) High water temperature (d) Generator over load (e) Battery voltage (f) Low fuel level	:	Bidder to indicate
4.5.3.7	Continuous reading digital voltmeter/ammeter/frequency meter for monitoring DG and mains supply	:	Bidder to confirm
4.5.3.8	KWH meter electronic (with counter display)	:	Bidder to confirm
4.5.3.9	RPM meter	:	Bidder to confirm
4.5.3.10	Continuous reading digital KW/Power factor/KVA/KVAR meter (for 500 KVA and above)	:	Bidder to confirm
4.5.3.11	Earth fault relay	:	Bidder to confirm
4.5.3.12	Earth leakage relay	:	Bidder to confirm
4.5.3.13	Indications (a) DG - ON (b) Load on DG (c) Mains - ON (d) Load on Mains	:	Bidder to confirm
4.5.3.14	AMF module by pass mode (a) Engine start/stop (b) Fault Accept/Reset (c) Engine meter for - Lub oil pressure - Water temperature	:	Bidder to confirm

Contd.page....9..

1	2	3	4
SL.NO.	DESCRIPTION	PARAMETER	VENDOR TO CONFIRM/ INDICATE
4.6.0	<u>Battery charger</u> :		
	(a) SMPs based automatic float cum boost battery charger with DC voltmeter and ammeter	:	Bidder to confirm
	(b) Selector switch for Auto/Manual/Float/Boost	:	Bidder to confirm
4.6.1	Battery 12 V/24 V, 88/150/180 AH	:	As per Annexure
4.7.0	<u>Synchronising panel (If applicable)</u> :		
	To facilitate parallel operation of the D.G. set with other D.G. set, manually operated synchronizing panel consisting the following shall be provided --		
4.7.1	MCCB/Contactors of adequate rating – 2 Nos.	:	Bidder to confirm
4.7.2	Neutral isolating contactor - - 2 Nos.	:	Bidder to confirm
4.7.3	Reverse power relay – 2 Nos.	:	Bidder to confirm
4.7.4	<u>Instruments</u> :		
	(a) Synchronising Meter	:	Bidder to confirm
	(b) Double Frequency Meter	:	Bidder to confirm
	(c) Double Voltmeter	:	Bidder to confirm
	(d) CTs of suitable ratio	:	Bidder to confirm
4.8.0	<u>Accoustic Enclosure (Canopy)</u> :		
	The D.G. set shall be supplied with an acoustic enclosure of the following specifications –		
4.8.1	Sound level outside the enclosure	:	Not more than 75 dB(A) at 1 Mtr from enclosure surface

Contd.page.....10..

1	2	3	4
SL.NO.	DESCRIPTION	PARAMETER	VENDOR TO CONFIRM/ INDICATE
4.8.2	The enclosure shall conform to Environment (Protection) Rules, 1986 including Environment (Protection) second amendment Rules, 2002 and amendment as on date.		Bidder to confirm
4.8.3	The enclosure shall be provided with sound proof insulation with high density rock/mineral wool conforming to relevant ISS and shall be lined with high density Polymer/Fibre cloth with perforated CRCA sheets.		Bidder to confirm
4.8.4	Density of insulation		Bidder to indicate
4.8.5	Wall thickness of enclosure		Bidder to indicate
4.8.6	The enclosure shall be provided with an axial flow fan of suitable capacity if required for adequate ventilation and maintaining proper temperature in side the enclosure		Bidder to confirm
	- The axial fan shall be fully guarded.		Bidder to confirm
4.8.7	Dimensions of the enclosure (L x B x H)		Bidder to indicate
4.8.8	The manufacturer must have valid type approval certificate and conformity of production certificate for the offered model D.G. set issued by any of the authorized agencies mentioned in the Environment (Protection) Second Amendment Rules, 2002.		Bidder to confirm
4.8.9	The D.G. set must be affixed with a conformance label containing the information as mentioned in the Environment (Protection) Second Amendment Rules, 2002 and amendment as on date.		Bidder to confirm

Contd.page.....11..

1	2	3	4
SL.NO.	DESCRIPTION	PARAMETER	VENDOR TO CONFIRM/ INDICATE

5.0 **PERFORMANCE TEST :**

Performance test of D.G. Set : Bidder to confirm as a whole, at its rated capacity over a continuous period of 8 hours is to be conducted. This is to be conducted at site by the supplier at full load before handing it over to WCL. In case of unavailability of load at site, supplier should arrange load bank for testing.

6.0 **DOCUMENTS TO BE FURNISHED WITH THE OFFER :**

6.1 Layout drawing showing the plan of the room, installation of D.G. Set, control panel, diesel tank at appropriate distances, fuel piping, exhaust piping and cabling etc. for conformity of installation prior to performance test.

6.2 (a) Self attested copies of regular/firm supply orders/ copy of rate contract (Trial order shall not be considered) received in the past from CIL (HQ)/Subsidiaries (HQ) of CIL/Other PSUs (HQ)/Govt. departments for the offered D.G. Set of similar or higher capacity D.G. Sets.

(b) Self attested copy of satisfactory performance report from the user for a period of not less than one year from the date of commissioning shall be submitted/supported, if vendor submits single self attested copy of supply order.

In case of non-availability of performance report against supply order of CIL or its subsidiaries, that will be obtained by the technical department of WCL.

6.3 Notary attested copies of valid type approval certificate and conformity of production certificates issued by any of the five authorized agencies mentioned in the Environment (Protection) Second Amendment Rules, 2002.

6.4 Technical leaflets/literature in respect of engine, alternator and control panel.

6.5 Self attested copies of test certificates of the similar or higher D.G. sets manufactured and supplied in the past.

6.6 Self attested copies of authorized assembler certificates from manufacturers of engine and alternator.

Contd.page.....12..

1	2	3	4
SL.NO.	DESCRIPTION	PARAMETER	VENDOR TO CONFIRM/ INDICATE
7.0	<u>DOCUMENTS TO BE FURNISHED FOR APPROVAL WITHIN ONE MONTH AFTER PLACEMENT OF ORDER :</u>		
7.1	General arrangement drawing of D.G. set and control panel with relevant technical document.		
7.2	Dimensional layout and foundation drawing.		
8.0	<u>DOCUMENT TO BE FURNISHED ALONG WITH THE EQUIPMENT :</u>		
8.1	Approved drawing and documents as indicated at 7.0.		
8.2	Operation and maintenance manual.		
8.3	Spare parts catalogue.		
8.4	Self attested Test certificate of the D.G. set and bought-outs.		
8.5	Guarantee/Warranty certificate.		
8.6	Self attested Copies of valid type approval certificate and conformity of production certificate issued by authorized agencies as per Environment(Protection) Rules.		

SP-DGSET

SPECIFICATION FOR DIESEL GENERATING SET

SCHEDULE OF REQUIREMENT for 10,40, & 50 KVA capacities

Sl. No.	<u>Description</u>	Parameters		
		1	2	3
3.1 & 4.2.2	KVA at site condition (not less than)	10	40	50
3.2 & 4.2.3	Voltage/Phase/ Hz	415 V/ 3 Ph/ 50 Hz	415 V/ 3 Ph/ 50 Hz	415 V/ 3 Ph/ 50 Hz
2.8	Control Panel	As specified at Sr.No.4.3.0	As specified at Sr.No.4.3.0	As specified at Sr.No.4.5.0
2.9	Battery charger and Battery	As specified at 4.4.0 & 4.4.1 12/24 V, 88 AH Battery	As specified at 4.4.0 & 4.4.1 12/24 V, 150 AH Battery	As specified at 4.6.0 & 4.6.1 12/24 V, 150 AH Battery
2.10	Synchronising panel	Not required	Not required	Not required
	No. of D.G. Set	03	02	02
	Indent No. / Date	NIL / 29.08.05 NIL / 29.08.05 2551/ 31.08.06	2412 / 22.08.05 2760 / 17.12.07	2411 / 20.08.05 2860 / 11.07.08
	Area	STI Chhindwara Pench, WTI, Wardha Nagpur, Chandrapur GH	Kanhan Hospital. Ballarpur Hospital.	Ballarpur Hospital. Guest House, Pench Area.

SPECIFICATION FOR DIESEL GENERATING SET**SCHEDULE OF REQUIREMENT for 100 & 125 KVA capacities**

Sl. No.	<u>Description</u>	Parameters	
		1	2
3.1 & 4.2.2	KVA at site condition (not less than)	100	125
3.2 & 4.2.3	Voltage/Phase/Hz	415 V/3 Ph/ 50 Hz	415 V/3 Ph/ 50 Hz
2.8	Control Panel	As specified at Sr.No.4.5.0	As specified at Sr.No.4.5.0
2.9	Battery charger and Battery	As specified at 4.6.0 & 4.6.1 12/24 V, 150 AH Battery	As specified at 4.6.0 & 4.6.1 12/24 V, 150 AH Battery
2.10	Synchronising panel	Not required	Not required
	No. of D.G. Set	01	01
	Indent No. & Date	4757 17.03.2007	01 03.02.07
	Area	Majri Hospital	Indora Press

SPECIFICATION FOR DIESEL GENERATING SET

SCHEDULE OF REQUIREMENT for 500 KVA capacity

Sl. No.	Description	Parameters
		1
3.1 & 4.2.2	KVA at site condition (not less than)	500
3.2 & 4.2.3	Voltage/Phase/Hz	550 V/3 Ph, 4 wire/50 Hz
2.8	Control Panel	As specified at Sr.No.4.5.0
2.9	Battery charger and Battery	As specified at 4.6.0 & 4.6.1 12/24 V, 180 AH Battery
2.10	Synchronising panel	Not required
	No. of D.G. Set	01
	Indent No. & Date	2568 31.05.2005
	Area	Wani North (Kumbharkhani)

ANNEXURE - E

SPECIFICATION NO : 369135-2008

SPECIFICATION FOR DIESEL GENERATING SET

CHECK LIST

<u>SL. NO.</u>	<u>DESCRIPTION / CLAUSE</u>	<u>BIDDER TO INDICATE YES / NO</u>
1.	Suitability of the D.G. Set for the site conditions specified at Sr.No.1.0 (1.1 to 1.4)	
2.	Acceptance for the scope of supply/work specified at Sr.No.2.0 (2.1 to 2.15)	
3.	Acceptance for Basic Parameters of D.G. set specified at Sr.No.3.0 (3.1 to 3.4)	
4.	Acceptance for specifications of Prime mover as specified at Sr.No.4.1.0 (4.1.1 to 4.1.15.17)	
5.	Acceptance for specifications of Alternator as specified at Sr.No.4.2.0 (4.2.1 to 4.2.16)	
6.	Acceptance for specifications of Control Panel as specified at Sr.No.4.3.0 (4.3.1 to 4.3.9.9) and its battery charger with battery as specified at Sr.No.4.4.0 and 4.4.1.	
7.	Acceptance for specifications of AMF Control Panel as specified at Sr.No.4.5.0 (4.5.1 to 4.5.3.14) and its battery charger with battery as specified at Sr.No.4.6.0 and 4.6.1.	
8.	Acceptance for the specifications of Synchronising Panel (if applicable) as specified at Sr.No.4.7.0 (4.7.1 to 4.7.4)	
9.	Acceptance for the specifications Accoustic Enclosure (Canopy) as specified at Sr.No.4.8.0 (4.8.1 to 4.8.9).	
10.	Acceptance for conducting of performance test as stipulated at Sr.No.5.0.	
11.	Information asked for at Sr.No.2.14, 4.1.2, 4.1.3, 4.1.3(b), 4.1.7 to 4.1.13, 4.1.15.17, 4.2.1, 4.2.14 to 4.2.16, 4.3.1, 4.3.7, 4.3.8, 4.5.1, 4.5.2, 4.5.3.6, 4.8.4, 4.8.5, and 4.8.7 furnished.	

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12. Layout drawing enclosed as specified at Sr.No.6.1.
13. Submitted self attested copies of past supply orders or copy of supply order or copy of rate contract as stipulated at Sr.No.6.2.
14. Notary attested copies of valid type approval certificate and conformity of production certificate submitted as stipulated at Sr.No.6.3.
15. Self attested copies of test certificate of similar or higher D.G. Set manufactured and supplied in the past enclosed as stipulated at Sr.No.6.5.
16. Self attested copies of authorized assembler certificates from the manufacturers of the offered engines and alternators enclosed as stipulated at Sr.No.6.6.
17. Technical leaflets/literature in respect of engine, alternator and control panel enclosed as stipulated at Sr.No.6.4.
18. Acceptance for submission of the documents specified at Sr.No.7.0 (7.1 to 7.2) for approval with the one month after placement of order.
19. Acceptance for submission of the documents specified at Sr.No.8.0 (8.1 to 8.6) along with the equipment.

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 patter 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

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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-

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clause, it shall be lawful of the purchaser to cancel the contract and purchase or authorise the purchaser of the stores at the risk and cost of the supplier and in that event the provisions of clause 20 shall as far as applicable shall apply.

- (b) The decision of Coal India Ltd. and/or its subsidiary companies as to any matter or thing concerning or arising out of this sub-clause or any question whether the supplier or any partner of the supplier firm has committed a breach of any of the conditions in this sub-clause contained shall be final and binding on the supplier.

11. Use of raw materials secured with Government assistance

- a. Where any raw material for the execution of the contract is procured with the assistance of CIL and or its subsidiary companies by purchase or under arrangement made or permit, licence, quota certificate or release order issued by or on behalf of or under authority or by any officer empowered in that behalf by law, or is issued from government stock and where advance payments are made to the supplier to enable him to purchase such raw materials for the execution of the contract, the supplier.
- I. Shall hold such material as trustee of Coal India Limited and / or its subsidiary companies
 - II. Shall use such material economically and solely for the purpose of the contract
 - III. Shall not dispose of the same without the previous permission in writing of the purchaser; and
 - IV. Shall tender due account of such material and return to the purchaser at such place as the purchaser may direct all surplus or unserviceable material that may be left after the completion of the contract or its termination for any reason whatsoever. On returning such material, the supplier shall be entitled to such price thereof as the purchaser may fix having 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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(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

Draft copy of NIT for supply of DG Sets 10 KVA,40 KVA & 50 KVA capacity. for pre NIT meet 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.

Draft copy of NIT for supply of DG Sets 10 KVA,40 KVA & 50 KVA capacity. for pre NIT meet

- 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”
(Consignee Details)

SL .NO.	NAME OF THE AREA	POSTAL ADDRESS OF THE CONSIGNEE
1	NAGPUR	The Depot Officer, Regional Stores, Western Coalfields Limited PO: SILEWARA COLLIERY Dist. Nagpur (M.S.)Pin:441 109
2	UMRER	The Depot Officer, Regional Stores, Western Coalfields Limited P.O.: -Umrer Project Dist. Nagpur (M.S.)Pin:-441204
3	MAJRI	The Depot Officer, Regional Stores, Western Coalfields Limited New Majri P.O.: -Shivaji Nagar, Distt:-Chandrapur-(M.S)Pin: 442 603
4	WANI	The Depot Officer, Regional Stores, Western Coalfields Limited P.O.: -GHUGUS COLLIERY Distt:-Chandrapur,(M.S)Pin: 442 505
5	WANI NORTH	The Depot Officer, Regional Stores, Western Coalfields Limited Wani North Area , PO: UKNI, Tahsil: WANI Dist : Yavatmal (MS)Pin : 445 304
6	CHANDRAPUR	The Depot Officer, Regional Stores, Western Coalfields Limited Durgapur Opencast, P.O.: DURGAPUR Distt,Chandrapur,(M.S) Pin : 442 403
7	BALLARPUR	The Depot Officer, Regional Stores, Western Coalfields Limited Ballarpur Area PO : Sasti Distt:-Chandrapur (M.S) Pin: - 442 701
8	KANHAN	The Depot Officer, Regional Stores, Western Coalfields Limited Kanhan Area, P.O:Dongaria-480553 Distt.: -Chhindwara, (M.P)
9	PENCH	The Depot Officer, Regional Stores, Western Coalfields Limited Pench Area P.O: CHANDAMETA--480447 Distt.: -Chhindwara, M.P
10	PATHAKHERA	The Depot Officer, Regional Stores, Western Coalfields Limited Pathakhera Area P.O.: -Pathakhera Colliery-460449, Distt.: -Betul.(M.P)
11	CENTRAL STORES Tadali	The Depot Officer, Central Stores, Western Coalfields Limited At Urjagram, P.O.: Tadali.: -442406 Distt:-Chandrapur,(M.S)
12	WCL Hqurs NAGPUR	----