

(A SUBSIDIARY OF COAL INDIA LIMITED)
(TENDER ENQUIRY NOTE - LIMITED INDG.)

OFFICE OF THE C.G.M
RAJMAHAL AREA
PO - BARA SIMRA - 814165
DIST. GODDA,
STATE - JHARKHAND(INDIA)
Regd. Office :
Sanctoria, P.O Dishergarh
BST Regn No. SPDM/G/65 (R)dt. 13/2/80
CST Regn No. SPDM/153/(C) dt. 1/6/78

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TENDER NO : ECL-RJML/PUR/C-4/ F00375 [1] /2011-2012 /T0774 /2011-2012
DATED : 27/12/2011

TENDER DOCUMENT IS ISSUED UNDER SERIAL NO : T0774 / 2011-2012

YOU ARE REQUESTED TO SUBMIT THE TENDER/OFFER IN : 2 SEALED COVERS WHICH SHOULD CONTAIN
TECHNO COMMERCIAL TERMS AND CONDITIONS AND PRICE SEPERATELY

THE SEALED COVER SHOULD BE SUPERSCRIBED WITH THE TENDER NO AND DATE AND DUE DATE OF OPENING
AND SHOULD BEAR THE NAME AND FULL ADDRESS OF THE TENDERER.

ON OR BEFORE THE LAST DATE AND TIME OF SUBMISSION OF TENDER AS MENTIONED :

LAST DATE AND TIME OF RECEIPT OF TENDER UP TO 1.00 PM ON 16/03/2012

LAST DATE AND TIME OF OPENING OF TENDER UP TO 3.00 PM ON 16/03/2012

BESIDES COMPLYING WITH THE ABOVE IF TENDERS ARE SUBMITTED BY HAND THEN THEY MUST
BE PUT IN THE TENDER BOX PROVIDED FOR THIS PURPOSE IN OUR OFFICE. IF SENT THROUGH POST
THEN THE SEALED ENVELOPE AS DESCRIBED ABOVE MUST BE PUT IN ANOTHER ENVELOPE WHICH
SHOULD BEAR ONLY THE ADDRESSES OF THE PURCHASER : " THE DY.CHIEF MATERIALS MANAGER, PURCHASE
DEPT., EASTERN COALFIELDS LIMITED, RAJMAHAL AREA, P.O. BARA SIMRA, PIN- 814165, DIST-GODDA, STATE-
JHARKHAND, INDIA " .

CHF MNGR (X)

DY. CHIEF MATERIALS MANAGER (P)

S1 No Terms And Conditions

1 IN CASE OF IMPORTED ITEMS, PRICE SHALL BE QUOTED IN THE FOLLOWING MANNER:-

(a). In case of Imported Stores other than direct import by Coal India Ltd /Subsidiaries Company :

PRICE:- The firm should quote FOR Destination price in Indian Rupees & the firm shall give a certificate alongwith their offer of their Auditor certifying that they have paid/ to be paid Customs duty as per prevailing custom duty rates and refud if any, shall be passed on to the beyer.

(b) Where direct import is made by ECL

PRICE:- The Tenderer should quote firm price on FOB basis indicating currency.

IN CASE OF INDIGENOUS ITEMS, PRICE SHOULD BE QUOTED IN THE FOLLOWING MANNER:-

PRICE:- The Price should be quoted on landed price FOR Destination basis for supply to Rajmahal Area. The final price to be charged by you must clearly be spelt out indicating Basic Ex- works price, Packing & forwarding charges, Excise duty applicable in percentage, Sales tax applicable in percentage, Any other taxes/duties , Road transportation charges (maximum), Trnsait Insurance charges, Installation charges separately, if any.

EXCISE Duty will be paid against documentary evidence as admissible. Our Central Excise No is AAACE7590EEM002, E. Division-Dhanbad, E.Range-Sahebganj, Commissionerate - Ranchi.

NOTE:-

(a) For supply of taxable goods falling under Schedule II Part B & C appended to the JVAT ACT 2005, 2% will be deducted in the compliance to Sub-Section (1) of Serton 45 of JVAT ACT 2005.

(b) Where as in the case of supply of taxable goods falling under schedule II Part D appended to the JVAT ACT 2005, 4% will be deducted from the Invoices.

2 SALES TAX CLEARANCE:- The vendor must submit self attested copy of Sales Tax registration / TIN along with the offer.

INSURANCE : Insurance shall be at supplier's cost. In case the order is placed on Ex-works, Ex-gowdown, Ex- warehouse basis, insurance shall be covered under open transit policy, in this case advance intimation must be given to the consignee for arranging transit insurance.

3 PRICE :- Price should be on firm basis till delivery otherwise the offer will be rejected.

4 DELIVERY:- Earliest Delivery should be quoted.

5 LIQUIDATED DAMAGES:- In case the materials are not delivered within delivery period, ECL reserves the rights to any or all the following :

A. To recover from the sucessful tenderer as agreed liquidated damage a sum not less than 1/2% (half percent) of the price of any stores which the successful tenderer has not been able to supply for each or part of week during which the delivery of such store may be in arears limited to 10% (Ten percent) where felt necessary the limit of 10% can be incresed to 15% or.

B. To purchase elsewhere after due notice to the successful tenderer on their account and at the risk of the defaulting supplier the stores not supplied or other material of a similar description without cancelling the supply order in respect of the consignment not yet due for supply or.

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C. To cancel the supply order or a portion thereof. If ECL desire to purchase of stores at the risk and cost of defaulting supplier and also.

E. To forfeit the security deposit or encash the bank guarantee received full or in part.

F. Where ever under the contract any sum of money is recoverable from any payable by the supplier CIL and its subsidiary Co. shall be entitled to recover such sum by appropriating, in part or in whole by deducting any sum or any other contract should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay CIL or its subsidiary co. on demand the remaining balance. The supplier should not be entitled to any gain on any such purchase.

G. The above LD clause shall be applicable subject to standard force majeure clause of ECL.

6 VALIDITY: The minimum validity of offers should be for 180 days from the date of opening of the tender.

7 PAYMENT: Our payment term is 100% Payment within 21 days of receipt, inspection and acceptance of material at site or submission of bill whichever is later.

8 FORCE MEJUERE CLAUSE : If the the execution of contract / supply order is delayed beyond the period stipulated in the contract/ supply order as a result of hostilities, declaration of embargo or blockad or flood, acts of nature or aby other contingency beyond supplier's control due to act of God, then ECL may allow such additional time by extending the delivery period as is considered justified by the circumstances of the case and its decision shall be final. In case additional time is granted by ECL for execution of the contract/ supply order, the contract/ supply order shall be read and understood as if it had contained from its insepction the delivery date as extended.

A. The successful bidder will advise in the event of his having to resort to this clause, by a registered letter, duly certified by the local chabmer of commerce, all statutory authority the beginning and end of the causes of the delay, within 15 days of occurance and cess of such force majeure conditions. In the event of delay lasting out of force mejeure, ECL will reserve the right to cancel the contract, and provisions governing termination of contract as stated in the bid documents will apply.

B. For delay arising out of force mejeure, the bidder will not claim the extension in completion date for a period exciding the period of delay attributable to the causes of force mejeure and neither ECL nor the bidder shall be liable to pay extra cost provided it is mutually established that the force mejeure conditions did acutally exists.

C. If any of the force mejeure conditions exists in the place of operation of bidder even in the ime of submission of bid, he will categorically specify them in his bid, and stat whether they have been taken into consideration in their quotation.

9 GUARANTEE/WARRANTY: Material offered by you should be guaranted for 12 months from the date of installation/commissioning or 18 months from the date of supply, whichever occurs earlier against any manufacturing defects.

Rejected / wrongly supplied / defective spars/parts will be replaced immediately by you at your cost when asked to do so.

MANUFACTURER'S IDENTIFICATION: Manufacturer's indentification must be embossed on the materials by embossing / engraving. Where embossing /engraving is not possible, manufacturer's identification should be put either by painting or stickers.

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- 10 FITMENT CERTIFICATE:- You must certify that the materials offered by you shall fit properly in the machine without any modification (deletion / addition).

PRICE JUSTIFICATION: The tenderer is requested to submit price justification with respect to offered items by providing order copy received from any govt. Organisation/ PSU/ DGS&D/ CIL or its Subsidiary, Manufacturer' s Price List, if any.

- 11 TEST CERTIFICATE:-

(A) Where ever applicable, manufacturer's Test certificate should be furnished by the supplier alongwith the stores.

(B) In case with offer of KOMATSU OR THEIR AUTHORISED DEALER, a general Test Certificate shall be submitted as" All the spares parts manufactured are strictly as per KOMATSU design & undergo strict quality inspection before supply/ shipment. Since several thousands of items are manufactured daily, it is not feasible to issue manufacturing test certificate for each and every item/spare part. This certificate shall therefore, be deemed as manufacturing Test Certificate for supply received by ECL. All parts supplied are covered under standard warranty of KOMATSU for quality & workmanship"

- 12 PRICE FALL CLAUSE:

A: Prices charges for the stores to be the supplied under the supply/purchase order by the suppliers shall in no event exceed the lowest price at which suppliers sell the stores or offer to sell the stores of identical description to any customer during the tenure of the supply order.

B. If any time during the period the suppliers reduce the sale price to sell or offer to sell such stores to any other customers at a price lower than orderd price they shall forthwith notify such reduction of sale or offer to sale to us to enable us to amend the rates of the order.

- 13 EARNEST MONEY DEPOSIT: You must deposit Earnest Money for an amount of Indian Rupees.11000.00 by way of Demand Draft in favour of ECL A/C Rajmahal Project, payable at SBI RCMP Branch (code-7265). This should accompany the quotation i.e. cover-I . Offer / Offers having no requisite EMD shall summarily be rejcted. EMD shall be however be refunded after finalisation of the case.

SECURITY DEPOSIT: The successful tenderer on whom order is issued shall have to deposit security money in the form of Bank Draft /Bank Guarantee of any scheduled bank in favour of ECL A/C Rajmahal Project, payable at SBI RCMP Branch (Code- 7265) for 10% of the ordered landed value within 15 days of receipt of the order. The SD shall be refunded within 30 days of satisfactory execution of the cotract. For unsatisfactory performance and / or contractual failure, the security money shall be forfeited.

However, if any State/Central Govt. Organisation/PSUs/ECL Ancilliary Unit or valid DGS&D/NSIC registered (for the tendered items) firm can produce documentary evidence issued by Govt. Authorities for exemption towards submission of EMD & SD , they may be considered for exemption of the same. The above documents towards EMD /SD exemption should be submitted as notary attested photocopy.

- 14 INSPECTION: The Final Inspection shall be arranged by consignee for the stores as received at consignee's end and the same shall be final and binding upon to the authority.
- 15 AUTHORISATION: In case the tender is diverted by Overseas Source/ Indian Manufacturer to any of their Indian Agents/dealer , proper

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authorisation / diversion must be submitted by the principal addressing to Dy Chief Materials Manager.

MAKE: Make of the materials with country of origin should be mentioned in your techno-commercial part of the offer.

Please Confirmation regarding submission of Country of Origin Certificate and submission of a certificate from your Auditor certifying that you have paid Customs duty as per prevailing Customs rates and refund, if any, shall be passed on to the buyer, alongwith each supply/bills.

- 16 All the documents being submitted should be duly authenticated by you with official seal.
- 17 Supply orders if placed will be subjected to terms & condition stipulated in the printed "General terms & condition of supply of stores" enclosed unless otherwise stated in the order.
- 18 In case any of the stipulation of this tender or general terms & condition for supply of stores is not found to be in consonance to the stipulation of the specification schedule, then stipulation of the specification schedule shall hold good.
- 19 PRICE CERTIFICATE: Rates should certified to be lowest as applicable to other Govt. Sectors, PSU including other subsidiaries of CIL & DGS&D.
- 20 In case any rate contract with any subsidiaries of CIL for the same or identical items is available, a copy of the same should also be enclosed alongwith the offer.

NOTE : ECL Rajmahal reserves the right to increase or decrease the tender quantity by not more that 20% (Twenty percent) before opening of price bid. The latitude of 20% of tender quantity will be applied on exceptional case only in case of 2 covers tendering and in case of single cover also.

- 21 PROVEN SOURCE:-
 - (a) Sources who have manufactured and supplied the tendered item to the subsidiary companies of CIL in the past and found to be proven as per proven ness criteria folloed by subsidiary companies based on satisfactory performance in the field in respect of quality and reliability.
shall not be considered as proven tender.
 - (b) CREDENTIAL FOR OPM:- The folowing documents are to be submitted by OPM to established themselves as OPM:-
 - a) Self-certificate, duly notarized, of being manufacturer of the Assemblies/Sub-Assemblies/Components/tendered items.
 - b) Copies of Purchase Orders in support of proof of having supplied to OEM or Notarized copy of trade agreement of OEM with OPM with respect to tendered items.
- 22 In case of import & in order to ensure genuiness of the spare parts /proof of import from your overseas principal, the following documents shall have to be furnished with each supply when requested by us.
 - i). Packing list/ Invoice list of your principal - authenticated photocopy.
 - ii). Bill of lading/Air way bill - authenticated photocopy.
 - iii). Bill of entry - authenticated photocopy.

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Copies of the above documents must be in the name of the importer. The importer will also submit the originals of the above said documents (except bill of Lading) which will be returned after verification with the authenticated photocopies submitted alongwith the supplies and after suitable endorsement on the originals by the consignee and the paying authority.

23 IN CASE THE TENDER IS SUBMITTED BY THE OVERSEAS SOURCES FOR DIRECT IMPORT, THE OFFER SHOULD BE AS PER FOLLOWING:-

A]. Rates should be on FOB basis indicating currency. FOB terms should be on nearest port/air port of your country.

B]. In case of ex-works, the estimated export packing, documentation and Inland transportation should be indicated separately.

C]. In case any Indian agency / distributor commission is payable then the quantum of the commission along with complete details of the beneficiary (with telephone/fax no/email No) should be indicated. Such commission shall be payable by ECL Rajmahal Area in Indian Rupees after receipt, inspection and acceptance of the materials at site.

D]. You should give certificate/confirmation that 100% of the total FOB prices being offered by you are not higher than that applicable to all your customers worldwide. In case you offer / sale the item at lower prices than what has been quoted to us, we will be entitled to impose price fall clause ie your lower rate become applicable in the quotation / order.

E]. The minimum Validity of offer should be for 180 days from the date of opening of your offer.

F]. Payment Terms :- Our normal payment terms are 100% payment against letter credit against submission of stipulated documents.

G]. Country of Origin :- Should be mentioned clearly.

H]. Give your best delivery.

I]. Guarantee / Warranty :- The materials offered by you should be guaranteed for 12 months from the date of installation / commissioning or 18 months from the date of Bill of lading / Air way bill which ever is earlier against any manufacturing defect. Rejected / wrongly shipped / defective spares / parts will be replaced immediately by you at your own cost.

J]. Product brochure, catalogue and literature submitted alongwith the quotation must be signed.

K]. The purchase order, if placed contain liquidated damage clause i.e. if the delivery date stipulated in the supply order is not observed, you will have to pay the liquidated damage @ 0.5% of the FOB /FCA value of the items in arrears for each week or part of a week, during which the delivery of such store may be in arrears limited to 10% (Ten percent) , subject to a maximum of 15% of FOB / FCA value of contract. In the event of delay in despatch of goods as per delivery schedule of supply order, you will raise bills against letter of credit after making deduction of liquidated damages as stated above.

24 METHOD OF EVALUATION OF PRICE:- In spite of ask for FOR price if tenderers does not quote it, the price will be loaded on the following manner.

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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 to arrive at the FOR despatching station price. Insurance charge for loading purpose shall be considered as per the existing transit insurance contract concluded by the subsidiary/CIL

b) In case of FOR despatching station offer, the following % will be added to arrive at the FOR destination price, as element of estimated freight up to destination.

FOR despatching	Approximated distance of despatching station from site.	% of Station price.
	Above 2001 Km	5%
	1501 to 2000 Km	4%
	1001 to 1500 Km	3%
	501 to 1000 Km	2%
	500 Km and below	1%

In case the firm quotes the exact amount of freight or the packing and forwarding charges, the same will be added in place of the above percentage amount.

In case of Imports: the tenderers will be required to quote on FOB delivery port basis. 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 is as below

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

of FOB Value

Insurance Charges for loading purpose shall be considered as per the existing transit insurance contract concluded by the subsidiary /CIL If any subsidiary companies have data for actual freight paid by them for identical items in the past, the same % may be taken for loading for freight charges.

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. The applicable rate will be selling BC rate of SBI or as per national New paper.

25 c) Custom Duty and Countervailing Duty as applicable on assessable value will then be added on the CIF price thus converted into 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).

26 WEBSITE DOWNLOADING:- In case the tender document is downloaded from Website, you should submit the copy of downloaded tender duly signed and stamped along with offer.

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DY. CHIEF MATERIALS MANAGER (P)

TENDER: ECL-RJML/PUR/C-4/ F00375 [1] / 2011-2012 /T0774 /2011-2012

DATED: 27/12/2011

	Part No	Material Code	Material Description	Quantity	UOM
1	PB3628	V852038158	PUMP HOIST/STEERING KOMDRESKO	6	NO

Total Materials : 1

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