Advertisement Open Tender

TENDER NO : PUR/570171/PVC belting/MND/08-09/118

DUE DATE & TIME FOR SUBMISSION— 16-03-2009 UPTO 1 PM
DUE DATE & TIME FOR OPENING- 16-03-2009 AT 3 PM
COST OF TENDER DOCUMENT – Rs.5000/-
REQUIRED AMOUNT OF EARNEST MONEY –Rs. 5,20,000/-
( Please see clause no.111 & 13)

C.R.NO……DATED……….

Dear Sirs,
Sub: Notice Inviting Tender for supply of PVC Belting 1200mm ,Type VI(DGMS Approved)

1. Sealed tenders are invited in duplicate only from the DGMS approved proven manufacturers or their exclusively authorised sole selling agents authorised by their manufacturer to offer against this tender for supply of PVC Belting 1200mm ,Type VI (DGMS Approved) to various Areas of BCCL as per detailed specifications as Annexure – “A”.

PROVEN MEANS THOSE MANUFACTURERS OR EXCLUSIVELY AUTHORISED SOLE SELLING AGENTS WHO HAVE SUPPLIED TENDERED ITEM(S) IN PAST TO (a) OEM OR (b) TO THE MINING INDUSTRY AND/OR TO THE OTHER INDUSTRIES(PRIVATE OR GOVERNMENT/PUBLIC SECTOR UNDERTAKING—INDIGENOUS OR GLOBAL) AGAINST REGULAR (FIRM) ORDER(NOT TRIAL ORDER) PLACED BY COMPANY’S HQ. FOR THIS PURPOSE THE FIRM SHOULD SUBMIT AUTHENTICATED COPY OF SUCH PURCHASE ORDERS RECEIVED BY THEM HOWEVER TRIAL ORDERS PLACED BY BCCL CO.HQ. MAY BE CONSIDERED IF THE FIRM OBTAINS PROVEN STATUS ON PERFORMANCE BASIS AGAINST SUCH TRIAL ORDERS
2. The offers are to be submitted before the closing date and time as mentioned above.

3. Tenderers may be deposited in person by the tenderer in the Tender Box kept at Tender cell, Purchase Department, office of the CGM(MM), Bharat Coking Coal Limited, Commercial Block, Level –III, Koyla Bhawan, Koyla Nagar, Dhanbad or sent by post or courier to the above address. Bharat Coking Coal Limited, however, do not take any responsibility for loss of tender in transit. A tender which has not been received on the due date and before the time of opening of the tender, the same will not be considered. No relaxation in this respect will be entertained.

4. Tenders sent through telegram, telex, Fax or E-Mail will not be considered.

5. The offers are to be submitted before the closing date and time as mentioned above.

6. The tender document is divided into the following parts:
   i) Annexure ‘ A’ - Technical specification
   ii) Annexure ‘ B’ - Commercial terms without price.
   iii) Annexure ‘ C ’ - Check List

7. (a) The offers are to be submitted in three parts. The first part “Part- I i.e. Techno-commercial offer” should contain the detailed Technical and commercial terms of the offer. However, this should not contain the price. The envelope should be sealed superscribed with the tender number and the date of opening and must mark Part I.

   (b) The second Part “Part-II i.e. Price Bid” should contain the details of price only. The envelope should be sealed superscribed with the tender number and the date of opening and must mark Part II.

   (c) “Part – III” [Applicable for those tenderers who will downloaded tender documents from our web site.]

In this case the intending tenderer must enclose the requisite tender fee as Bank Draft from any schedule Bank drawn in favour of “BHARAT COKING COAL LIMITED” payable at Dhanbad in the “Part – III” envelope. The envelope shall be sealed, superscribed with tender number and due date of opening and must mark “Part-III”.

All the envelopes containing the tender shall be properly sealed. Envelopes stapled shall not be accepted. The name and address of the bidder must also be indicated on the envelopes. Please note that envelopes stapled shall not be accepted.

All these three sealed envelopes i.e. “Part – I” [Techno-commercial bid], “Part- II” [Price bid] and “Part – III” [Requisite tender fee as indicated in the tender notice] should be kept in a bigger envelope giving details of the tender No. and due date of submission and opening along with the name and address of the bidder.

In absence of “Part-III” envelope offer shall be rejected outrightly without any reference for those tenderers who have downloaded the tender documents from our website.

8. Part - I (Techno commercial Offer) and “Part – III” (Tender fee) will be opened on the due date of tender opening in presence of the authorised representative of the attending bidders

   NOTE.

   a) Tenders not submitted in the above manner will not be accepted.

   b) If tender disclose their price in the techno-commercial bid (Part-I), the offer will be re-sealed and will be treated as invalid offer by the Tender opening Committee.

   09. The price bids i.e. Part- II of only those tenders whose Part-I is found to be techno-commercially acceptable to BCCL will be opened later on. Date and time of opening will suitably be intimated to such bidders whose offers are found techno-commercially acceptable.

10. Bharat Coking Coal Limited reserves the right to accept or reject any or all offers in part or in full without assigning any reason thereof. No dispute of any kind can be raised against this right of the buyer in any court of law or elsewhere.

11. Earnest Money:
a) An Earnest money of Rs.5,20,000.00 in terms of Bank Draft of any schedule Bank drawn in favour of Bharat Coking Coal Limited payable at Dhanbad must accompany the Part I (Techno-commercial offer) otherwise offer shall be considered unresponsive.

b) If it is accompany the Part-II (Price bid), it will be presumed that tenderer has not deposited the requisite Earnest money and their offer shall be considered unresponsive.

12. Security money – Successful tenderer are required to deposit security money in the form of Bank Draft/Bank Guarantee of any schedule Bank of 10% of the order (value means F.O.R destination price) within 15 days from the date of receipt of order. Bank Draft should be drawn in favour of “BHARAT COKING COAL LIMITED” payable at Dhanbad. In case they fail to deposit the same, the supply order shall be cancelled and the shall be processed to order elsewhere and the firm’s performance is to be kept recorded for future dealings with them. The security will be refunded to the firm within 30 days of satisfactory execution of the contract (Execution of the contract means successfully completion of supply against the order). For unsatisfactory performance and/or contractual failure the security money shall be forfeited. Please note that security money may be converted into Performance Bank Guarantee wherever required. Please note that validity of Performance Bank Guarantee shall be as per clause 11 (a) of Commercial terms & conditions. Please confirm the acceptance of this clause clearly.

13. State/Central Govt. Organisation /PSU & Valid DGS&D/NSIC/Ancillary of BCCL registered (for tendered items), firm shall be considered for exemption for submission of EMD/ Security money, if they can submit these documents after duly signed by Notary Public.

14. The bidders must give a declaration that they have not been banned or de-listed by any Government or quasi-Government agencies or PSUs. If a bidder has been banned by any Government or quasi-Government agencies or PSUs, this fact must be clearly stated and it may not necessarily be a cause for disqualifying them. If this declaration is not given, the bid will be rejected as non-responsive.

15. Bharat Coking Coal Limited reserves the right not to make any procurement against this tender without assigning any reasons.

16. Tenders of those tenderers who suo moto offer different prices or change the terms which effects the quoted price of the firm within the validity of the offer shall be treated as invalid offer ab initio and the action against such tenderer as per CIL rules / procedure will be taken.

17. ALL CONTRACTS WILL BE IN ACCORDANCE WITH THE PREVALENT INDIAN LAW AND ALL DISPUTES ARE SUBJECT TO THE JURISDICTION OF DHANBAD COURT ONLY.

IMPORTANT NOTE:

(i). The tenderers are requested to go through all the Annexure and furnish specific replies to each question raised therein.

(ii). Printed terms and conditions of the vendor shall not be considered. Tenderers are requested to submit their offer complete in all respects maintaining serial number of items, terms and conditions as per tender documents along with all supporting documents failing which offer may not be considered.

(iii). Normally no deviation is acceptable to our tender documents. Terms and Offers which are in deviation are liable for rejection without asking back reference to the tenderers. Offers as asked must be submitted complete in all respects.

(iv). Self attested copies of orders received from subsidiaries of CIL for the quoted items should be submitted along with the quotation in the Part-I (Techno-commercial offer). List of past supplies with the details of order reference and the performance report if any should be furnished along with the offer.
(v). The complete offer should be typed in the letter head of the tender (handwritten quotation 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 along with other pages of the offer should be signed and stamped by company’s authorised signatory.

(vi). All pages of tender documents should be signed including all enclosures with the tenders except printed leaflets/catalogues and have company’s seal. This is must otherwise offer shall be rejected.

(vii). Erased and over written quotations will be summarily rejected unless corrections are authenticated with the tenderer’s signature.

(viii). BCCL reserves the right to increase or decrease the tendered quantity against any/all the items of the tender.

(ix). The tenderer must submit separate sheet in Part ‘I’ (Techno-commercial offer) indicating any deviation in their offer from the Technical and Commercial terms specified/required.

(x). Offer of those tenderers will not be considered commercially acceptable who did not successfully execute previous order placed on them by BCCL despite giving commercial notice and against whom penal action have been initiated for breach of contract.

(xi). In case a firm is proven for a sub-assly of any particular Equipment, it will be considered proven for components of that particular sub-assly of the Equipment only.

(xii) Purchase Preference Policy as per Govt.of India’s office memorandum no. DPE 13(12)/2003-Fin.Vol II dt. 18th July 2005 valid upto 31/03/2008 is applicable for any Govt.Dept/PSU tender. It is applicable to contracts of value of 5.0 crore and above but not exceeds 100.00 crore.

(xiii). As per Central Vigilance Commission (CVC) guidelines, no post tender negotiations may be held except in case of Proprietary Purchase or for items with limited source of supplies (negotiation in such case may be held only with L-1/preferred L-1 vendor).

(xiv). If L-1 tenderer do not have adequate capacity to supply full quantity tendered, the uncovered quantity order may be distributed to L-2 tenderer at L-1 rate. Notwithstanding anything said above, BCCL reserves the right to follow any guideline or instruction received from the Government or any statutory bodies from time to time.

Encl: As above

Yours faithfully

For & on behalf of Bharat Coking Coal Limited.
COMMERCIAL TERMS:-

1. Part-I i.e. TECHNO COMMERCIAL OFFER should contain the following (but not the price of any item):

   i) Name and address of the original Manufacturer along with full details of the contacts persons, Telephone No, Fax No., E. Mail address etc.

   ii) Details of order received giving the name of the buyer, their address and country, date of order and number/quantity item ordered and supplied. Specific details should be given regarding the item supplied with full address of the user, so that the same can be verified if felt necessary.

   iii) Details of collaborations, if any.

   iv) Details of After Sales Service to be provided, namely address of service depots, if any, strength of after sales service personnel and their qualifications and backgrounds.

   v) Details of Training offered, if any.

   vi) Details of quality control measures/stage inspections carried out. Accreditation of any approved std. quality control institute or organization may be indicated certifying the quality system of the bidder.

   vii) Details regarding location of the works. The purchaser reserves the right to inspect the works of the bidder. What are the facilities they will provide to carry out pre despatch inspection in stages of manufacturing process, if buyer wish to do so.

   viii) A statement certifying that the bidder accepts all the commercial terms and conditions of Bharat Coking Coal Limited given in this bid documents without any reservation what so ever.

2. (A) PART II i.e. PRICE BID should contain the following:

   i) Rate (Prices) must be quoted FIRM & FOR Destination basis with the following break up.

      a) Ex-Works Price
      b) Freight, Insurance, Packing & Forwarding charges on lump-sum basis.
      c) Excise duty if applicable (It will be payable extra on Ex-works price basis)
      d) Sales Tax (It will be payable extra as applicable)

   NOTE: - 1. Please confirm in the technical bid Part-I that their rate is not inclusive of sales tax otherwise their offer may be ignored. However if their rate is inclusive of Ex-duty they must indicate the applicable rate of Excise duty in the technical bid i.e. Part-I

   2. The rate must be indicated both in figure and words. If there is difference between both, the amount appearing in words shall be taken for consideration.

      i) In case of direct import by us (BCCL), price will be on F.O.R. delivery Port basis only. The Price must be on FIRM basis.

      ii) In case of Imported stores and prices are in Indian rupees on FOR destination basis, only applicable sales tax and statutory local levies (if any) will be payable extra. The price must be on FIRM basis.
iii) Conditional discount including quantity discount will not be considered for comparative purpose. Cash discount or Prompt payment discount will also be treated in the same manner. However only unconditional discount will be taken into account for comparative evaluation to ascertain the competitiveness of the tender. In case of F.O.B price all discount attracts custom duty etc. except trade discount.

2 (B) – Detail evaluation of financial bids.

2 (B) (a) In spite of mentioning that offers should be submitted by the tenderers on FOR destination basis as per clause 2(A)(i) above, in case a tenderer does not specify the basis of price or quoted on ex-works or FOR despatching station basis, the price will be loaded to arrive at the F.O.R. destination price on the following manner.

<table>
<thead>
<tr>
<th>Approximate distance of dispatching Station from Consignee’s end.</th>
<th>Percentage FOR dispatching station price regarding Freight.</th>
<th>Packing and Forwarding Charges</th>
<th>Transit Insurance Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Above 2001 Km</td>
<td>5%</td>
<td>2%</td>
<td>½%</td>
</tr>
<tr>
<td>1501Km - 2000 Km</td>
<td>4%</td>
<td>2%</td>
<td>½%</td>
</tr>
<tr>
<td>1001 Km - 1500 Km</td>
<td>3%</td>
<td>2%</td>
<td>½%</td>
</tr>
<tr>
<td>501 Km – 1000 Km</td>
<td>2%</td>
<td>2%</td>
<td>½%</td>
</tr>
<tr>
<td>Below 500 Km</td>
<td>1%</td>
<td>2%</td>
<td>½%</td>
</tr>
</tbody>
</table>

2 (B) (b) In case of Imports, the tenderers are required to quote on FOB delivery port basis. The total price will be estimated in the following manner to arrive at the CIF price & landed price of the import offers.

<table>
<thead>
<tr>
<th>Sl.no</th>
<th>Description</th>
<th>Imported from USA, Canada and Japan</th>
<th>Imported from European and other countries.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Freight &amp; Insurance</td>
<td>12% of FOB value</td>
<td>10% of FOB value</td>
</tr>
<tr>
<td>2</td>
<td>Insurances Charges</td>
<td>1/2% of FOB value</td>
<td>½% of FOB value</td>
</tr>
<tr>
<td>3</td>
<td>Custom Duty</td>
<td>As applicable</td>
<td>As applicable</td>
</tr>
<tr>
<td>4</td>
<td>Port handling and clearance Charges, Inland transportation and other miscellaneous charges</td>
<td>5% of FOB value</td>
<td>5% of FOB value</td>
</tr>
</tbody>
</table>

To arrive the FOR destination Price in Indian Rupees, the exchange rate published in National Newspaper applicable on the date of opening of Price Bids will be taken. The applicable rate will be “Selling BC Rate”.

3. VALIDITY:– The offer must be valid for acceptance for a period of 6(Six) months from the date of opening tender. Offers will not be permitted to be withdrawn during this period.

4. ULTIMATE CONSIGNEE:– The materials may be consigned to any of the depot of BCCL.

5. PRICE VARIATION: I) Only FIRM price shall be quoted. No price variation will be allowed during the pendency of the contract excepting for price fall clause.
6. PAYMENT TERM:-
   a) For indigenous supplies.
      100% within 21 days of receipt and acceptance of the materials by the consignee or from the date of receipt of Bill, whichever is later by the consignee.
   b) For imported supplies if Price is on FOB basis.
      In case of imported items where the price is on F.O.B. value 90% will be paid against letter of credit. Balance 10% will be paid after receipt and acceptance of materials.
      Agency commission will be paid in Indian Rupee. Clearly indicate the quantum of Agency Commission included in the F.O.B Price.

7. Either the Indian Agent on behalf of the foreign principal or the foreign principal may directly bid in a tender but not both.
   If an agent participates in a tender on behalf of one manufacturer, he should not quote on behalf of another manufacturer along with the first manufacturer for the same item.

8. In case of indigenous supplies, Tenderers are required to furnish the following details/information in the techno-commercial bid Part-I for transferring the Money to the supplier’s account through e-banking while making payment
   a. Name of the Bank.
   b. Name of the Branch with complete address.
   c. Party’s Account Style.
   d. Party’s nature of Account.
   e. Party’s Account Number.

9. DELIVERY:-
   i) Required delivery schedule-

<table>
<thead>
<tr>
<th>Sl.no</th>
<th>Item</th>
<th>Delivery Schedule</th>
</tr>
</thead>
</table>

   ii) The bidder should be in a position to supply in specific delivery period at least 25% of the total tendered quantity, otherwise offer shall be considered unresponsive.

   iii) The delivery schedule quoted in the offer shall be firm and final. Delivery will be counted from the date of receipt of the order. Failure to supply the material in time may attract penalty as per clause No. 10

10. PENALTY FOR FAILURE TO SUPPLY IN TIME:

   - As per Appendix -I

11. (a) GUARANTEE/WARRANTY/
ANNEXURE- ‘A’

(a) GUARANTEE/WARRANTY/

i) The item will be warranted against any manufacturing defects/workmanship for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance. Any defect observed on this account shall be attended to immediately and in no case beyond a period of one month. For specific warranty on assemblies and sub-assemblies, details given in Technical specification may be referred to.

ii) Special Warranty Clause:- If the order is decided to be placed on the bidder, the bidder should confirm against the clause that in the event of any breakdown or failure of performance due to defects in materials, design, workmanship, spare parts etc. BCCL shall promptly notify the supplier in writing of any claims arising under this warranty. The repairs replacement or rectification work shall be carried out by the supplier at site at no cost to the purchase within 21 days of settlement of warranty claims.

“At no cost to the purchaser” means, the supplier will have to bear all the expenses up to the destination site i.e. Ex-works prices, Excise duty, Sales tax, Insurance, Inland Transportation charges etc. as applicable to ensure free delivery of warranty replacement at BCCL colliery sites.

The supplier will be required to stock spares to take care of warranty period breakdown. Spares should be available immediately from the date of intimation of breakdown.

iii) The suppliers must ensure that there is no major breakdown due to manufacturing/design defect during the warranty period. In cases such breakdown occurs, the purchaser will reserve the right to extend the warranty period suitably as per the availability clause mentioned in the Technical Specification.

“At no cost to the purchaser” means, the supplier will have to bear all the expenses up to the destination site i.e. Ex-works prices, Excise duty, Sales tax, Insurance, Inland Transportation charges, etc. as applicable to ensure free delivery of warranty replacement at BCCL colliery sites.

The supplier will be required to stock spares to take care of warranty period breakdown. Spares should be available immediately from the date of intimation of breakdown.

iii) The suppliers must ensure that there is no major breakdown due to manufacturing / design defect during the warranty period. In case such breakdown occurs, the purchaser will reserve the right to extend the warranty period suitably as per the availability clause mentioned in the Technical Specification.

iv) A performance Bank Guarantee on Scheduled / Nationalised Bank in India valid for 18 months from the date of receipt/acceptance for 10% value of the order as a coverage towards the supplier’s performance against the contract (in the standard format Appendix- III enclosed herewith), must be submitted within 20 days of placement of order. No payment will be made without submission of the performance bank guarantee. The order value means F.O.R. destination price including taxes duties, transportation & insurance charges and...
11. (b) (i) SPECIAL GUARANTEE /WARRANTY- (Other than Equipment).

The item will be covered by guarantee/warranty against any manufacturing defects/workmanship for a period of 12 months from the date of receipt & acceptance of materials and 18 months from the date of receipt of material at consignee end whichever is earlier. Any defect observed on this account shall be attended to immediately and replace the material within 30 days on mutual agreement.

12. PACKING FOR TRANSIT.

The bidder should confirm provision of proper packing of the goods to be shipped by them if order is placed on them as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods final destination and absence of heavy handling facilities at all the points in transit. The packing, marking and documentation within and outside the package shall comply strictly with such special requirement as shall be expressly provided for in the order.

13. QUALITY CONTROL MEASURE

The bidder shall furnish details of quality control measures being adopted by him, including any International / Indian standard being followed.

14. PRICE FALL CLAUSE:

- As per Appendix -II

15. FORCE MAJEURE CLAUSE

If the execution of the contract/supply order is delayed beyond the period stipulated in the contract / supply order as a result of out-break of hostilities, declaration of an embargo / curfew or blockade or fire, flood, acts of nature or any other contingency beyond the supplier’s control due to act of God then BCCL may allow such additional time by extending the delivery period, as 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 BCCL the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended. Further this clause state that:

a) The successful bidder will, in the event of his having to resort to this clause by a registered letter duly certified by the local Chamber of Commerce or statutory authority, the beginning and end of the causes of the delay, within fifteen days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting out of Force Majeure, BCCL will reserve the right to cancel the contract and provisions governing termination of contract, as stated in the bid documents will apply.

b) For delays arising out of Force Majeure, the bidder will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither BCCL nor the
bidder shall be liable to pay extra costs provided it is mutually
established that Force Majeure Conditions did actually exists.
c) If any of the force majeure conditions exists in the place of operation
of the bidder even at the time of submission of bid, he will categorically
specify them in his bid and state whether they have been taken into
consideration in their quotations.

16. INSPECTION & TESTS.

i) The purchaser of its authorized representative shall have the right to inspect and/or to test the goods to
confirm their conformity to the contract. The purchaser shall notify the supplier in writing of the identity of
any representative retained for these purposes.

ii) If the inspections and tests is conducted on the premises of the
supplier or its subcontractor(s) at point of delivery and/or at the goods
final destination when conducted on the premises of the supplier or its
subcontractor(s) , all reasonable facilities and assistance, including
access to drawings and production data, shall be furnished to the
inspectors at no charge to the purchaser.

iii) Should any inspected or tested Goods fail to conform to the
specifications, the purchaser may reject them and the supplier shall
either replace the rejected goods and make all alternatives necessary to
meet specification requirements free of cost to the Purchaser.

iv) The materials will be inspected on arrival at site by the consignee,
which will be considered as final. This shall in no way be limited or
waived by reason of the Goods having previously been inspected, tested
and passed by the Purchaser or its representative’s i.e. third party prior
to the dispatch of the Goods.

v) Nothing in these documents shall in any way release the supplier
from any warranty or other obligations under this contract.

For Chief General Manager(MM)
The time and date of delivery of stores stipulated in Purchase order shall be deemed to be of the essence of the contract and delivery of the stores must be completed by the date specified. No materials should be supplied beyond the specified delivery period, unless specific approval has been obtained from the purchaser.

In the event of failure to deliver or dispatch the stores within the stipulated date/period in accordance with the samples and/or specification mentioned is the supply order, and in the event of breach of any terms and conditions mentioned in the supply order. Bharat Coking Coal Limited reserves the right:

a) To recover from successful tenderer, as agreed liquidated damages, a sum not less than 0.5% (half percentage) of the price of the stores 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 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 cancelling 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 period of delivery with or without penalty as may be considered fit and proper. The penalty, if imposed shall not be more than the agreed liquidated damages referred to in clause(a) above.

e) To encash any Bank guarantee which is available for recovery of the penalty or

f) To forfeit the security deposit full or in part.

g) Whenever under the contract a sum of money is recoverable from and payable by the supplier, BCCL 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 Bharat Coking Coal Ltd. or any subsidiary of Coal India Ltd. Should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay BCCL on demand the remaining amount. The supplier shall not be entitled to any gain under this clause.

The supplier must confirm the acceptance of this Penalty clause which will not be altered.

**PRICE FALL CLAUSE.**

**APPENDIX-II**

i) The prices charged for the stores supplied under the contract by the supplier shall in no event exceed the lowest price at which the supplier sells the stores of identical description to any other organization till validity of the contract.

ii) If at any time during the said period the supplier reduces the sale price of such stores or sells such stores to any other organization at a price lower than the price chargeable under this contract, the supplier shall forthwith notify such reduction or sale to the consignee concerned under intimation to CGM(MM), Bharat Coking Coal Limited, Commercial Block, Level –III, Koyla Bhawan, Koyla Nagar, Dhanbad and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale, shall stand correspondingly reduced. The above stipulated will not, however apply to exports by the supplier.

The bidder should confirm their acceptance of the above clause.
ANNEXURE- “C”

CHECK- LIST
( To be filled by the Tenderer duly signed and stamped )

1. Whether the tenderer is a Manufacturer                                  Yes/No

2. Whether the tenderer is a exclusively authorized
marketing outlet of a manufacturer                                       Yes/No

3. If the reply against (2) above is yes, then indicate name &
full  address of the Principal.

4. In case of (2) above whether the Principals Authorisation as
Exclusive Authorised Marketing Outlet is enclosed with
the offer                                                               Yes/No

5. Acceptance of 6 months offer’s validity period as per
clause No.3 of Annexure B of NIT                                          Yes/No

6. Whether quoted prices are FIRM/VARIABLE
as per clause No.5of Annexure’B’ of NIT                                  Yes/No

7  Whether Price quoted is on FOR destination  basis
as per NIT                                                              Yes/No

8  Whether Payment terms as per clause No.6 of Annexure
‘B’ of NIT accepted                                                     Yes/No

9. Whether Liquidated damages & Risk purchase clause as
per clause No.10 of Annexure’C’ of NIT accepted                          Yes/No

10. Whether acceptance of Price fall clause as per clause 15
of Annexure’C’ of NIT accepted                                            Yes/No

11. Whether banned or delisted by any Govt or Quasi Govt
Agency/PSU                                                             Yes/No

NOTE: NON-ACCEPTANCE OF ANY OF THE TERMS AND CONDITIONS MAY
LEAD TO REJECTION OF OFFER/THE OFFER MAY BE TREATED AS
UN-RESPONSIVE.

SIGNATURE OF THE TENDERER
WITH SEAL & STAMP
YOU PLEASE CONFIRM FOLLOWING ADDITIONAL CHECK LIST FOR COMMERCIAL TERMS ALONG WITH YOUR TENDER.

<table>
<thead>
<tr>
<th>Commercials Terms as per NIT</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1.</strong> Submission of original Tender specific authorization from your Manufacturer/Principal. If Tenderer is a dealer</td>
<td>To be submitted</td>
</tr>
<tr>
<td><strong>2.</strong> Security-Money (Exemption allowed for State/Central Govt. Organization /PSU &amp; DGS&amp;D/NSIC registered for tendered items, Notarised copy of registration is required.</td>
<td>To be submitted</td>
</tr>
<tr>
<td><strong>3</strong> Submission of Notary certified copy of valid registration of BIS/DGS&amp;D/DGMS/NSIC etc if Manufacturer</td>
<td>To be submitted</td>
</tr>
</tbody>
</table>
| **4(a).** Pl confirm that price in your price bid is given on “Firm” and “FOR Destination” basis with break up in following head:-  
  
  c) EX works price,  
  d) Freight & Insurance,  
  e) P&F charges  
  f) ED if applicable  
  g) Sales Tax. | Confirmation required (Without quoting Price) whether offer submitted by you covers the price break up as given at sr no 4(a) |
<p>| <strong>5.</strong> Acceptance of Jurisdiction of Dhanbad Court and Jharkhand High Court in case of any legal dispute. | To be agreed |
| <strong>6.</strong> For Imported items price will be on FOR Delivery port and must be firm. (Discount against FOB price attracts custom duty etc.) Pl. confirm the chapter no of custom duty under which item is covered along with rate of custom duty and counter veiling duty. | To be agreed |
| <strong>7.</strong> Delivery Clause | To be Indicated with prefixing of word “Within” |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>8.</td>
<td>Acceptance of Force majeure clause</td>
<td>To be agreed</td>
</tr>
<tr>
<td>9.</td>
<td>Inspection Clause as per NIT</td>
<td>To be agreed</td>
</tr>
<tr>
<td>10.</td>
<td>Have you submitted Warrantee/ Guarantee as per NIT</td>
<td>To be agreed /Indicated</td>
</tr>
<tr>
<td>11.</td>
<td>P Please confirm all other commercial terms as per NIT.</td>
<td>To be agreed</td>
</tr>
<tr>
<td>12.</td>
<td>Submission of self attested Order copies for NIT Items</td>
<td>To be submitted</td>
</tr>
<tr>
<td>13.</td>
<td>Bank Details</td>
<td>To be submitted</td>
</tr>
<tr>
<td>14.</td>
<td>Ultimate Consignee</td>
<td>To be agreed</td>
</tr>
<tr>
<td>15.</td>
<td>Packing for Transit clause</td>
<td>To be agreed</td>
</tr>
<tr>
<td>16.</td>
<td>Have you submitted tender fee or proof of payment of tender fee in part I as indicated in Annexure-B</td>
<td>To be checked</td>
</tr>
<tr>
<td>17.</td>
<td>Have you carefully prepared and signed with name &amp; Designation and stamped the company’s seal on all the pages of the tender document.</td>
<td>To be complied</td>
</tr>
<tr>
<td>18.</td>
<td>Have you enclosed a blank format of price bid as quoted by you(Without Price) along with your offer with the confirmation that price bid have been carefully prepared and signed on all pages of the price bid.</td>
<td>To be complied</td>
</tr>
<tr>
<td>19.</td>
<td>Have you accepted to furnish the import documents from your principal.</td>
<td>To be complied</td>
</tr>
<tr>
<td>20.</td>
<td>Have you accepted to furnish certificate along with your offer of your auditor certifying that you have paid customs duty as per prevailing customs rate and refund if any shall be passed on to the buyer.</td>
<td>To be complied</td>
</tr>
<tr>
<td>21.</td>
<td>Have you submitted the requisite EMD or have enclosed proper document notarised as per NIT for exemption in submitting EMD.</td>
<td>To be complied</td>
</tr>
<tr>
<td>22.</td>
<td>Have you sought any deviation in commercial or technical parameters</td>
<td>To be confirmed</td>
</tr>
<tr>
<td>23.</td>
<td>You must confirm your TIN No./PAN./CST No. etc. whichever is applicable.</td>
<td>Must be indicated</td>
</tr>
</tbody>
</table>

NB:- (A) All commercial terms of the NIT schedule must be accepted in toto. In case if you deviate on any of the commercial terms of the NIT, that must be pointed out specifically.
(B) Management reserves the right to increase or decrease the Quantity against any/all the items of the tender by not more than 20% of the tendered Quantity.
(C) In case, if the opening date of tender falls on Holiday or on Saturday, the tender shall be opened at 3 P.M. on immediate next working day.
(D) Delivery Schedule:- Minimum delivery time to be offered DUE FOR OPENING ON
(E) VENUE OF TENDER OPENING:--OFFICE OF CGM(MM), KOYLA BHAWAN

MM(P)
ANNEXURE-‘A’

SPECIFICATION OF PVC ANTISTATIC FIRE RESISTANT CONVEYOR BELTING FOR UNDERGROUND COAL MINE

1.0 This specification covers the manufacture and supply of PVC Anti-static fire resistant belting of required size and length for use in underground coal mines.

2.0 APPLICABLE STANDARD & CODES

The beltings shall be designed and manufactured, unless otherwise specified, in accordance with the latest revision of IS-3181 standard and other associated Indian BS and relevant international standards.

3.0 DUTY REQUIREMENT

The belting shall be of heavy duty type, capable of handling lumpy coal containing shale and suitable for round the clock operation in underground coal mining environment laden with dust and humidity. The conveyor may be semi covered or uncovered on the surface run. The belting shall, therefore, be suitable for extra environmental condition i.e. exposure to open sun and rain, temperature variation from 5 to 50 Celsius and relative humidity upto 95%. The basic parameters of the conveyors are given in the Technical Data Sheet(Annexure-I).

4.0 CONSTRUCTIONAL FEATURES:

The belting shall be designed and constructed such that it gives smooth service under the stipulated working conditions. The belting shall primarily consist of plies of woven fabric or solid woven construction and shall be impregnated with fire resistant compound and have a fire resistant cover, the whole being fused or vulcanized together in a uniform manner in accordance with best manufacturing practices. The belt edges shall be completely sealed against ingress of moisture. The belting in general shall have following constructional features:

4.1 Fabric

Any natural or synthetic fibre or combination thereof may be used for the carcass and the reinforcement, provided the test requirements are complied with. The fabric used shall be evenly and firmly woven and shall be free from foreign matter and such defects as knots, lumps and irregularities of twist as is normal in the best manufacturing practices.

4.2 Breaking Strength And Elongation Of Belts

The minimum longitudinal and transverse breaking strength, elongation and tear strength of the finished belting shall not be less than the values given in Table-I.

<table>
<thead>
<tr>
<th>Belt</th>
<th>Breaking Strength Minimum</th>
<th>Elongation</th>
<th>Tear strength minimum</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Longitudinal KN/m</td>
<td>Transverse KN/m</td>
<td>Longitudinal (%)</td>
</tr>
<tr>
<td>1</td>
<td>470</td>
<td>235</td>
<td>17</td>
</tr>
<tr>
<td>2</td>
<td>525</td>
<td>265</td>
<td>17</td>
</tr>
<tr>
<td>3</td>
<td>610</td>
<td>265</td>
<td>17</td>
</tr>
<tr>
<td>4</td>
<td>700</td>
<td>352</td>
<td>17</td>
</tr>
<tr>
<td>5</td>
<td>875</td>
<td>352</td>
<td>15</td>
</tr>
<tr>
<td>6</td>
<td>1,140</td>
<td>352</td>
<td>-</td>
</tr>
<tr>
<td>8</td>
<td>1,140</td>
<td>352</td>
<td>-</td>
</tr>
</tbody>
</table>
4.3 **Belt Length**
The total length of belting shall be not less than the specified length. The tolerance on length on individual rolls shall be within (+) 2% and (-)0.5%.

4.4 **Belt Width**
The width of the belting shall be within (+) 1.5% and (-)0% of the specified nominal belt width.

4.5 **Belt Edges**
The edges of the belting shall be completely sealed by fire resistant composition. Where the edge cover materials is manufactured and applied separately in the form of a strip, it shall be fused to the edges of the surface covers and the fabric shall have good adhesion thereto. The fabric width shall be such that, at each edge of the belt, the distance between the edge of the carcass or any fabric ply and the outside edge of the belt does not exceed 12 mm.

4.6 **Belt Thickness**
The mean belt thickness and derived carcass thickness shall be not less than those specified by the bidder. The difference between any two measurements taken shall not exceed 1 mm for a belt of which the mean belt thickness does not exceed 10 mm or 10% of the mean belt thickness for a belt of which the mean thickness exceeds 10 mm.

4.7 **Cover Thickness**
The cover thickness for both/carrying and non-carrying side, unless otherwise specified, shall be not less than 0.8 mm for Belt up to Type 4. For Belt Type 5 and above the cover thickness for both carrying and non-carrying side, unless otherwise specified, shall be not less than 1.0 mm.

4.8 **Joint in Fabric**
The joints in the carcass shall be avoided, as far as possible. In solid woven belting, there shall be no transverse and longitudinal joints in the carcass.

4.9 **Freedom From Defects**
The belting shall be straight when rolled out flat. The surfaces and edges of finished belting shall be free from blisters, pitting and other surface defects and shall be completely sealed against the ingress of moisture by fire resistant compound.

4.10 **Adhesion**
4.10.(1) **Adhesion between cover and carcass**
The mean adhesion between cover and carcass shall not be less than 3.15 kN/m. The lower of the two minimum values of force from the two tests shall not be less than 3.60 kN/m.

4.10.(2) **Adhesion between adjacent plies**
The mean adhesion between adjacent plies shall not be less than 3.50 kN/m. The lower of the two minimum values of force from the two tests shall be not be less than 2.60 kN/m.

4.10.(3) **Edge strip adhesion**
The adhesion between the edge strip land the edge of the belt shall not be less than 2.6 kN/m of belt thickness when measured in accordance with IS-3181:1992

4.11 **Electrical Resistance**
The electric resistance on both the upper land lower surface of the belting shall be not greater than 3x 10 to the power eight Ohms.

4.12 **Fire Resistance**
4.12.1 Drum Friction Test
There shall not be any visible sign of flame or glow on any part of any one of the test pieces of belting during drum friction test or after each test piece breaks. The temperature of the surface of drum during each test shall not exceed 325 degree celsius.

4.12.2 Spirit Burner Test
After being held in a flame for 30 seconds, all visible flame and glow must disappear with the following time:
- With outer covers: 3 seconds
- With outer covers removed: 5 seconds

4.12.3 Propane Burner Test
The belting subjected to propane burner test shall be self extinguishing after removal of the propane flame and a minimum of 250 mm long full width portion on each test piece shall remain undamaged at the completion of the test.

5.0 MARKING
The belting shall be clearly marked on the carrying side. The character height shall be not less than 20 mm. The marking shall be repeated at a maximum longitudinal spacing of 10 meters, at approximately 100 mm from the left and right edges of the belting alternatively.

The following identification marks shall be applied on the carrying side/thicker cover side of the belting.
1. Manufacturer’s identification.
2. Belt type.
3. Cover thickness of carrying and running side;
4. Mark/batch number;
5. Indian Standard Number;
6. Month and year of manufacture.

6.0 QUALITY ASSURANCE SYSTEM
The manufacturer shall establish and maintain a quality assurance system to the satisfaction of the Purchaser. The system shall ensure that the manufactured products meet the requirements of this specification. The bidder shall submit the quality assurance plan along with the bid.

7.0 SAMPLING AND TESTING
7.1 Sampling
Depending upon the length of conveyor belting of the same characteristics (i.e. type, width etc.) the sample shall be drawn in accordance with Table-II.

<table>
<thead>
<tr>
<th>Length</th>
<th>No. of samples</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upto 500 m</td>
<td>1</td>
</tr>
<tr>
<td>501 m to 1000 m</td>
<td>2</td>
</tr>
<tr>
<td>1001 m to 2000 m</td>
<td>3</td>
</tr>
<tr>
<td>2001 m to 3500 m</td>
<td>4</td>
</tr>
<tr>
<td>3501 m to 5000 m</td>
<td>5</td>
</tr>
<tr>
<td>5001 m to 7000 m</td>
<td>6</td>
</tr>
<tr>
<td>7001 m to 10000 m</td>
<td>7</td>
</tr>
</tbody>
</table>

The samples shall not be tested within two days after the manufacture of the belting.
7.2 Retest and Rejection
Should an sample fail to comply with the specified test requirements, two additional samples shall be drawn and tested after conditioning them in standard atmosphere of 65 (+/-) 5% relative humidity and 27 Degree (+/-) 2 Degree C temperature for 3 days before testing. In the event of either of these two samples failing to comply with the test requirements, the supply shall be rejected. If both the samples, pass the tests, the supply shall be accepted. All tests shall be in accordance with IS : 3181-1992 incorporating latest revision.

7.3 Testing
Following tests shall be performed in the presence of purchaser or his authorized representative:
1. Belt width.
2. Belt thickness;
3. Cover thickness;
4. Breaking strength and % elongation at break of the belt;
5. Tear strength;
6. Cover adhesion;
7. Edge strip adhesion;
8. Electrical resistance;
9. Fire resistance;
   In case the purchaser is not in a position to witness the tests, the supplier shall maintain adequate records of having carried out the tests and forward the test reports as per annexure-II

8.0 TEST AND INSPECTION

8.1 The purchaser shall have the right to carry out inspection during manufacture. Such inspection shall not, in the event of any defect noticed later, entitle the supplier to plead that inspection has been done by the purchaser and absolve themselves of the obligation. Necessary facilities shall be provided by the supplier to the purchaser to carry out such inspection.
8.2 :- The test and inspection shall be carried out in the presence of manufacturer, as per IS-3181:1992 and other relevant BS and International Standards, for which all facilities shall be provided by the manufacturer at his own costs. All costs for sampling, testing and inspection shall be borne by the manufacturer.
8.3 :- The manufacturer shall also make available to the purchaser’s inspecting personnel all the relevant standards and codes of practices for manufacture, inspection and testing of the material/product/equipment. The manufacturer shall also make available a set of metres, gauges, instruments, testing, equipment etc. as may be required for testing and inspection to check that the products are in compliance with this specification.
8.4:- BIDDERS ARE REQUIRED TO SUBMIT ALL THE TEST REPORTS AS PER THE SPECIFICATIONS. PROPANE BURNER TEST REPORT FROM ANY NATIONAL TEST HOUSE IS TO BE SUBMITTED BEFORE SUPPLY ALONG WITH THE FIRST CONSIGNMENT FOR THE HIGHEST SIZE AND TYPE.
9.0 STORAGE AND HANDLING

Conveyor belting shall be stored under conditions that do not adversely affect the properties of the belting and shall be handled during transit and in storage in such a manner as to avoid damage to the belting and not create a hazard.

10.0 Guarantee

The firm shall guarantee that the material offered shall meets the ratings and performance requirement stipulated in this specification. This guarantee shall be for a minimum period of 12 months from the date of commissioning or 18 months from the date of delivery whichever is earlier.

11.0 TECHNICAL DATA REQUIRED ALONG WITH THE OFFER

The Offer shall be complete with following details failing which it may be treated as incomplete and rejected.

11.1 General description with supporting technical literature and sectional views giving details of construction.
11.2 Detailed Quality Assurance Plan
11.3 Recommended type of mechanical jointing as well as vulcanized jointing.
11.4 Total length offered (meters’) for each type and width.
11.5 Standard production length, roll diameter and number of rolls and approximate weight of each roll.
11.6 The bidder shall furnish complete data relating to belt design and guaranteed technical parameters as per annexure-II
11.7 The bidder shall furnish the details as per annexure-III in support of his capability in manufacture of the product.

12.0 TECHNICAL INFORMATION TO BE FURNISHED AFTER THE PLACEMENT OF SUPPLY ORDER

The supplier shall furnish following technical information and documents in quadruplicate along with the supplies, failing which the payment will be withheld. In addition, one set shall be simultaneously forwarded to General Manager (E&M), CMPDI, Ranchi.

12.1 Test certificates for guaranteed technical parameters as per Annexure-II;
12.2 Approval Number given by the Director General of Mine Safety along with copy of the approval letter.
12.3 Jointing, splicing & vulcanizing manual;
12.4 Instruction manual for installation and maintenance.
12.5 Instruction manual for storage and handling.

ANNEXURE-I

TECHNICAL DATA SHEET for THE CONVEYOR BELT INSTALLATION

(To be furnished by the purchaser)

1.0 Belt width(mm)
2.0 Belt type
2.1 Construction(solid woven/plied)
2.2 No.of plies in case of plied belting
3.0 Top cover thickness(mm)
4.0 Bottom cover thickness(mm)
5.0 Required length(metre)
6.0 Operating parameters of conveyor
6.1 Centre to center length (metre)
6.2 Belt speed (m/sec.)
6.3 Idler arrangement (Three equal roll/garland type)
6.4 Troughing Angle
6.5 Material handled (coal/over burden/sand)
6.6 Lump size (mm)
6.7 Type of Drive (Single/tandem/dual)
6.8 Existing pulley diameters
6.8.1 Discharge drum (mm)
6.8.2 Drive drum (mm)
6.8.3 Driven terminal, take-up and bend pulleys where tension is high
6.8.4 Snub and bend pulleys where tension is low.

ANNEXURE-II
GUARANTEED TECHNICAL PARAMETERS OF BELTING (TO BE FURNISHED BY THE BIDDER ALONG WITH THE BID)

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Description</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Belt type</td>
<td></td>
</tr>
<tr>
<td>1.2</td>
<td>Cover thickness</td>
<td></td>
</tr>
<tr>
<td>1.2.1</td>
<td>Tolerance on cover thickness</td>
<td>Mm</td>
</tr>
<tr>
<td>1.3</td>
<td>Total thickness of belt</td>
<td></td>
</tr>
<tr>
<td>1.3.1</td>
<td>Tolerance on thickness</td>
<td>Mm</td>
</tr>
<tr>
<td>1.4</td>
<td>Width of belt</td>
<td></td>
</tr>
<tr>
<td>1.4.1</td>
<td>Tolerance with reference to belt width</td>
<td>Mm</td>
</tr>
<tr>
<td>1.5</td>
<td>Minimum breaking strength</td>
<td></td>
</tr>
<tr>
<td>1.5.1</td>
<td>Longitudinal</td>
<td>KN/m</td>
</tr>
<tr>
<td>1.5.2</td>
<td>Transverse</td>
<td>KN/m</td>
</tr>
<tr>
<td>1.6</td>
<td>Elongation at Break (minimum)</td>
<td></td>
</tr>
<tr>
<td>1.6.1</td>
<td>Longitudinal</td>
<td>%</td>
</tr>
<tr>
<td>1.6.2</td>
<td>Transverse</td>
<td>%</td>
</tr>
<tr>
<td>1.8</td>
<td>Tear strength</td>
<td></td>
</tr>
<tr>
<td>1.9</td>
<td>Weight of belt per Metre (Nominal)</td>
<td>Kg</td>
</tr>
<tr>
<td>1.9.1</td>
<td>Weight of belt per Sq.m. (Nominal)</td>
<td>Kg/m sq</td>
</tr>
<tr>
<td>1.10</td>
<td>Adhesion</td>
<td></td>
</tr>
<tr>
<td>1.10.1</td>
<td>Between cover and carcass</td>
<td>KN/m.</td>
</tr>
<tr>
<td>1.10.2</td>
<td>Between adjacent plies</td>
<td>KN/m.</td>
</tr>
<tr>
<td>1.10.3</td>
<td>Edge adhesion</td>
<td>KN/m</td>
</tr>
<tr>
<td>1.8</td>
<td>Electrical resistance</td>
<td></td>
</tr>
<tr>
<td>1.9</td>
<td>Fire resistance (as per IS 3181:1992, second revision)</td>
<td></td>
</tr>
<tr>
<td>1.9.1</td>
<td>Drum friction test</td>
<td></td>
</tr>
<tr>
<td>1.9.2</td>
<td>Spirit burner test</td>
<td></td>
</tr>
<tr>
<td>1.9.3(a)</td>
<td>Propane burner test</td>
<td>As Given at 1.9.3(b)</td>
</tr>
</tbody>
</table>
Propane Burner Test: Propane Burner Test Report from any National Test House to be submitted before supply or along with the first consignment for the highest size and type of the Belt.

ANNEXURE-III

PART-I- GENERAL
1.0 Name of the company
2.0 Nature of the company(propriety / partnership/ private / public Limited)
   (attach photocopy of article association/ registration/partnership deeds etc)
3.0 Registered office
4.0 Factory Address
5.0 Name of the Chief executive
6.0 Name of the person to be contacted for this bid(furnish photocopy of power of attorney)
7.0 OFFICE:- TELEX NO/ FAX NO/ TELEPHONE NO:-
8.0 Factory:-TELEX NO/ FAX NO/ TELEPHONE NO:-
9.0 Total area of the factory:- Covered/ uncovered
10.0 Total number of employees;- Managerial, Technical, Administrative & support services
11.0 Range of products Manufactured (enclose all relevant technical catalogue and literature)
12.0 Year of commencement of manufacturing.

PART-II TECHNICAL
1.0 Details of Major Products Manufactured
   Type
   Size
   Description
   Annual production for preceding three years
2.0 Has your product been tested by any agency ?
   If yes, indicate details, copies of qualification approval, Test certificates, test reports etc.
3.0 Foreign Collaboration(if any)
   - Products covered
   - Name and address of collaborator
   - Status of Collaboration
   - Scope of involvement and responsibility with respect to this bid, if any
   - Proof in support thereof
4.0 Details of Plant and Machinery
   Include list of major items of plant and Equipment relevant to the products under considerations.
5.0 Quality assurance
   - How is the quality assurance function carried out?
     Give its organisation and linkage with the chief Executive
   - Are there written procedure for all quality related Activities ?
   - If possible a copy of the quality manual of the Company should be supplied.
6.0 Do you have an R & D Department?
- If so, furnish details of its infrastructure and laboratory test facilities

7.0 How is quality control of raw materials on purchased items exercised?
If goods coming in are inspected, provide following details:
- Test equipment and facilities available in factory
- Assistance from external agencies
- Description of test(s)
- Name of the agency carrying out the test(s)

8.0 Inspection and quality control of finished products
- Test equipment and facilities available in factory
- Assistance from external agencies

9.0 Principal customers
- Name and address
- Product indicating their operating parameters
- Sales for last two years
- Users’ performance certificates

Future Expansion
- Programme
- Installation of new machinery
- Any other information you would like to provide

ANNEXURE-IV

PLEASE CONFIRM FOLLOWING ADDITIONAL CHECK LIST FOR COMMERCIAL TERMS ALONG WITH YOUR TENDER.

<table>
<thead>
<tr>
<th>Commercials Terms as per NIT</th>
<th>To be submitted</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Submission of original Tender specific authorization if dealer from your Manufacturer/Principal.</td>
<td>To be submitted</td>
</tr>
<tr>
<td>2. Security-Money(Exemption allowed for State/Central Govt. Organization /PSU &amp; DGS&amp;D/NSIC registered for tendered items, Notarised copy of registration is required.</td>
<td>To be submitted</td>
</tr>
<tr>
<td>3 Submission of <em>Notary certified</em> copy of valid registration of BIS/DGS&amp;D/DGMS/NSIC etc if Manufacturer</td>
<td>To be submitted</td>
</tr>
</tbody>
</table>
| 4(a).Pl confirm that price in your price bid is given” with break up in following head:-
  g) EX works price,
  h) Freight & Insurance,
  i) P&F charges
  j) ED if applicable
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| 5. Acceptance of Jurisdiction of Dhanbad Court and Jharkhand High Court in case of any legal dispute. | To be agreed |

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Pl. confirm the chapter no of custom duty under which item is covered along with rate of custom duty and counter veiling duty.

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   To be agreed

9. Inspection Clause as per NIT
   To be agreed

10. Have you submitted Warrantee/ Guarantee as per NIT
    To be agreed /Indicated

11. Pl. confirm all other commercial terms as per NIT.
    To be agreed

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    To be submitted

13. Bank Details
    To be submitted

14. Ultimate Consignee
    To be agreed

15. Packing for Transit clause
    To be agreed

16. Have you submitted tender fee or proof of payment of tender fee in part I as indicated in Annexure-B
    To be checked

17. Have you carefully prepared and signed with name & Designation and stamped the company’s seal on all the pages of the tender document.
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    To be complied

19. Have you accepted to furnish the import documents from your principal.
    To be complied

20. Have you accepted to furnish certificate along with your offer of your auditor certifying that you have paid customs duty as per prevailing customs rate and refund if any shall be passed on to the buyer.
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21. Have you submitted the requisite EMD or have enclosed proper document notarised as per NIT for exemption in submitting EMD.
    To be complied

22. Have you sought any deviation in commercial or technical parameters
    To be confirmed

23. You must confirm your TIN No./PAN./CST No. etc. whichever is applicable.
    Must be indicated

NB:- (A) All commercial terms of the NIT schedule must be accepted in toto. In case if you deviate on any of the commercial terms of the NIT, that must be pointed out specifically.
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(C) In case, if the opening date of tender falls on Holiday or on Saturday, the tender shall be opened at 3 P.M. on immediate next working day.
(D) Delivery Schedule: Minimum delivery time to be offered
(E) VENUE OF TENDER OPENING:--OFFICE OF CGM(MM), KOYLA BHAWAN
ITEM DESCRIPTION | NIT | QTY
--- | --- | ---
1200 MM Wide PVC Belting Fenaplast PVC solid woven all Nylon flame resistant antistatic Conveyor belt 1200 mm wide for Underground use confirms to IS 3181. Type-VI | 8 K.M.

GUARANTEE/WARRANTY

i) The item will be warranted against any manufacturing defects/workmanship for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance. Any defect observed on this account shall be attended to immediately and in no case beyond a period of one month. For specific warranty on assemblies and sub-assemblies, details given in Technical specification may be referred to.

ii) Special Warranty Clause:- If the order is decided to be placed on the bidder, the bidder should confirm against the clause that in the event of any breakdown or failure of performance due to defects in materials, design, workmanship, spare parts etc. BCCL shall promptly notify the supplier in writing of any claims arising under this warranty. The repairs replacement or rectification work shall be carried out by the supplier at site at no cost to the purchase within 21 days of settlement of warranty claims.

“At no cost to the purchaser” means, the supplier will have to bear all the expenses up to the destination site i.e. Ex-works prices, Excise Duty, Sales Tax, Insurance, Inland Transportation charges etc. as applicable to ensure free delivery of warranty replacement at BCCL colliery sites. The supplier will be required to stock spares to take care of warranty period breakdown. Spares should be available immediately from the date of intimation of breakdown.

iii) The suppliers must ensure that there is no major breakdown due to Manufacturing/design defect during the warranty period. In cases such Breakdown occurs, the purchaser will reserve the right to extend the warranty period suitably as per the availability clause mentioned in the Technical Specification.

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