BHARAT COOKING COAL LIMITED
(A Subsidiary of Coal India Limited)
Office of the General Manager (Rescue)
MRS, Dhansar
PO: Dhansar, Dhanbad
PIN: 828106
Fax: 0326 2291380
Web site: http://bccl.cmpdi.co.in

Under jurisdiction of Dhanbad Court only.

TENDER NO : BCCI/MRS CO2/ i 913

DUE DATE & TIME FOR SUBMISSION — Upto 5.01.09 1 PM
DUE DATE & TIME FOR OPENING - 5.01.09 AT 3:30 PM

ESTIMATED COST - Rs 450000 /-

COST OF TENDER DOCUMENT – Rs 1000/-

REQUIRED AMOUNT OF EARNEST MONEY –Rs. 9000/-
( Please see clause no.11 & 13)

……DATED 19.11.08………..

TENDER ENQUIRY

<table>
<thead>
<tr>
<th>Document issued to:</th>
<th>If this Tender Document has been downloaded from our website Part-III envelope (Clause 7[c] ) bearing required Bank Draft for the requisite Tender Fee must be enclosed along with the tender otherwise their offer shall be rejected out rightly without any reference. However the contents of the tender documents available for sale in our office shall be deemed as authentic .The responsibility of errors &amp; omissions in the downloaded documents will be with tenderer</th>
</tr>
</thead>
<tbody>
<tr>
<td>………………………</td>
<td></td>
</tr>
<tr>
<td>………………………</td>
<td></td>
</tr>
<tr>
<td>………………………</td>
<td></td>
</tr>
<tr>
<td>………………………</td>
<td></td>
</tr>
</tbody>
</table>

Dear Sirs,

Sub: Notice Inviting Tender for supply of 8000 jars of CO2 absorbent (Soda Lime) of 2 Kg each

1. Sealed tenders are invited in duplicate only from the proven manufacturers or their exclusively authorised sole selling agents authorised by their manufacturer to offer against this tender for supply of 8000 jars of CO2 absorbent (Soda Lime) of 2 Kg each to MRS, Dhansar 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 PLACED BY COMPANY’S HQ. FOR THIS PURPOSE THE FIRM SHOULD SUBMIT AUTHENTICATED COPY OF SUCH PURCHASE ORDERS RECEIVED BY THEM HOWEVER TRAIL ORDERS PLACED BY BCCL CO.HQ. MAY BE CONSIDERED IF THE FIRM OBTAINS PROVEN STATUS ON PERFORMANCE BASIS AGAINST 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 in the chamber of GM secretary at the office of GM(Rescue), BCCL, Dhanbad or sent by post or courier to the above address. MRS, BCCL, 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. Tender documents/forms purchased by one firm are not transferable to another firm. Tender document may be purchased from the office of the GM (Rescue) on cash payment of Rs 1000/- to the above address. Sell of tender papers will start from 5th December, 08 and will be closed on 4th January, 09 at 1pm.

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 website.]

   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 out rightly 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 & time 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. 9000 (Nine thousand) 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 money shall 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.

13. State/Central Govt. Organisation/PSU & Valid DGS&D/NSIC 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 (Hand written 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.

Not withstanding anything said above, MRS, 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

Dy CME/Supdt

MRS

For & on behalf of Bharat Coking Coal Limited.

Copy to 1. Sr PRO BCCL with the request to publish this NIT in company’s website and news papers as per the norms of the company.

2. D (P) /D (T) OP / D(T) P&P / D (F) / CVO.

3. CGM (W S) / GM (Finance) / CME (IE).

4. Sr ES to GM (Administration) to display this NIT in the Koyla Bhawam notice board.
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 the 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>1501 Km - 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 MRS, Dhansar, 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 30 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: -
   Delivery time to be offered by party.

<table>
<thead>
<tr>
<th>Sl.no</th>
<th>Item</th>
<th>Desirable delivery schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>1st lot of 3000 jars CO2 absorbent of 2 Kg each</td>
<td>30 days from the date of receipt of Purchase Order.</td>
</tr>
<tr>
<td>2.</td>
<td>2nd lot of 5000 jars of CO2 absorbent of 2 Kg each</td>
<td>Within 4 months from the date of completion of supply of 1st lot.</td>
</tr>
</tbody>
</table>

i) The management reserves the right to order for the full quantity or part of the quantity of NIT and may also order to supply the materials in two or three lots.
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 as per Annexure A (Technical Specification)

   i) The item will be warranted against any manufacturing defects/workmanship for a period of 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.

   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 failure of performance due to defects in materials, workmanship etc. BCCL shall promptly notify the supplier in writing of any claims arising under this warranty. The supplier at site at no cost to the purchase shall carry out the replacement 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 MRS Store, BCCL.

   The supplier will be required to keep sufficient stock of CO2 absorbent to take care of warranty period replacement requirement.

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 or 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.

Dy CME / Supdt
MRS, Dhansar, BCCL

Copy to 1. Sr PRO BCCL with the request to publish this NIT in company’s website and newspapers as per the norms of the company.
2. D (P) / D (T) OP / D(T) P&P / D (F) / CVO.
3. CGM (W S) / GM (Finance) / CME (IE).
4. Sr ES to GM (Administration) to display this NIT in the Koyla Bhawam notice board.
PENALTY FOR FAILURE TO SUPPLY IN TIME

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 delivery or dispatch the stores within the stipulated date/period in accordance with the samples and/or specification mentioned in 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 General Manager (Rescue), BCCL.

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.

Dy CME / Supdt
MRS, Dhansar, BCCL
APPENDIX-II

PRICE FALL CLAUSE.

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 GM (Rescue), MRS, Dhansar, BCCL 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.

Dy CME / Supdt
MRS, Dhansar, BCCL
ANNEXURE-'A'

SPECIFICATION FOR CO2 ABSORBENT.

Soda Lime (CO2 absorbent) :- 16,000(Sixteen thousand) K.G in 8,000(eight thousand) Jars each containing 2 Kg. each of Soda Lime(CO2 absorbent).

Soda Lime(Carbon dioxide gas absorbent) should conform to the BIS 5321 – 1969 amended till date. 2 Kg of CO2 absorbent (Soda Lime) should be packed in sound clean air tight molded plastic container (Jar) conforming the BIS 5321-1969 amended till date, except size grading. Size grading will be as below:-

Size grading    +2.8 mm  10 %  ( Maximum )
- 2.8 mm + 2 mm  60% ( Minimum)
-1.4 mm + 600 Micron  5%  ( Maximum )
-600 Micron  0.5% ( Maximum)

CO2 absorbent should be fit for minimum two hours use in “SCBA” (Drager BG-174, Travox 120 & BG-4) subjected to field trial at Mines Rescue Station, Dhansar. Shaking of the CO2 Gas absorbent container fitted in above equipment should not be required during use for shaking of the CO2 gas absorbent container fitted in above equipment for enhance efficiency.

Consignment should accompany the original “CMRI/ISM” test report for each batch along with guarantee certificate from the supplier for minimum 18 (eighteen) months from the date of receipt of the material at destination.

1. A) Packing:– The consignment should be securely packed to withstand any transit hazard to prevent any loss or pilferage and damages during transit. The materials packed in polythene bag shall be supplied in plastic jars of 2 Kg each and then should be finally packed in strong cartoon box. The cartoon box shall contain equal number of jars. The cartoons should contain a label of following information such as

i) Cartoon Box No
ii) No of jars in the cartoons
iii) Batch No
iv) Date of Manufacturing
v) Date of expiry
vi) Test certificate No
vii) Authorized Signature
B) Each Soda Lime jar shall be suitably labeled to indicate the following details:
(i) Name of the product (ii) Net weight (iii) Year and month of manufacture (iv) Expiry date (v) Test certificate No (vi) Manufacturer’s name, recognized trade mark , batch number and authorized signature. Same slip should be kept inside the sealed packing of the absorbent.

2. Transit Insurance: - to be covered by the supplier.

3. Guarantee: Shelf life should be two years from the date of manufacture and 18 (Eighteen) months from the date of receipt of the materials (Minimum) at MRS, Dhansar, Store.

4. Material on order should match the NIT Specification.

5. In case of rejection of material for deterioration as desired of its property within the guarantee period, the same shall be replaced at free of cost. In case of failure to make such replacement of the damaged materials, value of rejected material shall be recovered from the security money.

1. Testing:
   1. Management may sent sample of supplied CO2 gas absorbent for testing to confirm the quality of absorbent as per BIS Norms 5321 – 1969 (amended till date) to ISM / CMRI / CMPDI / any Government test agency.
   7. Soda Lime (CO2 absorbent) should be of two hours use in ‘SCBA’ (Drager – BG-174 & BG-4 and it has to pass field trial at Mines Rescue Station, Dhansar. Soda Lime should be such that it will not require any shaking during use.

   If test report indicates the substandard quality of absorbent then supplier shall replace entire lot / batch at free of cost and testing cost of above absorbent shall be borne by the supplier.

8. Consignment should accompany the (Non returnable) original test certificate of CMRI/ ISM/ any other approved Laboratory, of each batch along with guarantee certificate of the supplier for a minimum period of 18(eighteen) months from the date of receipt of material.

Dy CME / Supdt
MRS, Dhansar, BCCL
(F) Please verify your offer/tender for the following check list for commercial terms as under as per NIT.

<table>
<thead>
<tr>
<th>Commercials Terms as per NIT</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Whether the tenderer is a Manufacturer</td>
<td>Yes/No</td>
</tr>
<tr>
<td>2. Submission of <em>Notary certified</em> copy of valid registration of BIS/DGS&amp;D/DGMS/NSIC etc</td>
<td>To be submitted</td>
</tr>
<tr>
<td>if Manufacturer</td>
<td></td>
</tr>
<tr>
<td>3. Whether the tenderer is a exclusively authorized marketing outlet of a manufacturer</td>
<td>Yes/No</td>
</tr>
<tr>
<td>4. If the reply against (3) above is yes, then indicate name &amp; full address of the Principal</td>
<td>To be submitted</td>
</tr>
<tr>
<td>5. In case of (3) above whether the Principals Authorisation as Exclusive Authorised Marketing Outlet is enclosed with the offer</td>
<td>Yes/No</td>
</tr>
<tr>
<td>7. Have you submitted the requisite EMD or have enclosed proper document notarised as per NIT for exemption in submitting EMD.</td>
<td>To be submitted</td>
</tr>
<tr>
<td>8. Delivery Clause.</td>
<td>To be agreed / indicated as per NIT.</td>
</tr>
<tr>
<td>9. Whether Payment terms as per clause No.5 of Annexure ‘B’ of NIT is accepted</td>
<td>Yes/No</td>
</tr>
<tr>
<td>10. (a) Price must be FIRM</td>
<td>To be agreed</td>
</tr>
<tr>
<td>11. (b) Price must be on” FOR Destination(ultimate consignee)</td>
<td>To be agreed</td>
</tr>
<tr>
<td>12. (c) Please confirm that price (price is not to be disclosed) in your price bid is given” with break up as under:-</td>
<td>Confirmation required.</td>
</tr>
<tr>
<td>a) EX works price,</td>
<td></td>
</tr>
<tr>
<td>b) Freight &amp; Insurance,</td>
<td></td>
</tr>
<tr>
<td>c) P&amp;F charges</td>
<td></td>
</tr>
<tr>
<td>d) ED if applicable</td>
<td></td>
</tr>
<tr>
<td>e) Sales Tax</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>13.</td>
<td>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.</td>
</tr>
<tr>
<td>14.</td>
<td>Have you accepted to furnish the import documents from your principal.</td>
</tr>
<tr>
<td>15.</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>
</tr>
<tr>
<td>16.</td>
<td>Acceptance of Force majure clause</td>
</tr>
<tr>
<td>17.</td>
<td>Inspection Clause as per NIT</td>
</tr>
<tr>
<td>18.</td>
<td>Warrantee/ Guarantee</td>
</tr>
<tr>
<td>19.</td>
<td>Pl confirm all other commercial terms as per NIT.</td>
</tr>
<tr>
<td>20.</td>
<td>Submission of self attested Order copies for NIT Items</td>
</tr>
<tr>
<td>21.</td>
<td>Bank Details</td>
</tr>
<tr>
<td>22.</td>
<td>Ultimate Consignee clause</td>
</tr>
<tr>
<td>23.</td>
<td>Packing for Transit clause</td>
</tr>
<tr>
<td>24.</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>
</tr>
<tr>
<td>25.</td>
<td>Have you sought any deviation in commercial or technical parameters</td>
</tr>
<tr>
<td>26.</td>
<td>Acceptance of Jurisdiction of Dhanbad Court and Jharkhand High Court in case of any legal disputes</td>
</tr>
<tr>
<td>27.</td>
<td>Acceptance of 6 month offer’s validity period as per clause No.3 of Annexure B of NIT</td>
</tr>
<tr>
<td>28.</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>
</tr>
<tr>
<td>29.</td>
<td>Whether Liquidated damages &amp; Risk purchase clause as per NIT Confirmed.</td>
</tr>
<tr>
<td>30.</td>
<td>Whether acceptance of Price fall clause is submitted</td>
</tr>
<tr>
<td>31.</td>
<td>Whether banned or delisted by any Govt or Quasi Govt Agency/PSU</td>
</tr>
</tbody>
</table>

**NOTE:** NON-Acceptance of any of the terms and conditions may lead to rejection of offer. The offer may be treated as UN-RESPONSIVE.

Dy CME / Supdt
MRS, Dhansar, BCCL
(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>ITEM</th>
<th>DESCRIPTION</th>
<th>NIT</th>
<th>QTY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Submission of original Tender specific authorization if dealer from your Manufacturer/Principal.</td>
<td>To be submitted</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>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>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Submission of Notary certified copy of valid registration of BIS/DGS&amp;D/DGMS/NSIC etc if Manufacturer</td>
<td>To be submitted</td>
<td></td>
</tr>
<tr>
<td>4(a)</td>
<td>Pl confirm that price in your price bid is given with break up in following head:-</td>
<td>Confirmation required (Without quoting Price) whether offer submitted by you covers the price break up as given at sr no 4(a)</td>
<td></td>
</tr>
<tr>
<td>c)</td>
<td>EX works price,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d)</td>
<td>Freight &amp; Insurance,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e)</td>
<td>P&amp;F charges</td>
<td></td>
<td></td>
</tr>
<tr>
<td>f)</td>
<td>ED if applicable</td>
<td></td>
<td></td>
</tr>
<tr>
<td>g)</td>
<td>Sales Tax.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Acceptance of Jurisdiction of Dhanbad Court and Jharkhand High Court in case of any legal dispute.</td>
<td>To be agreed</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>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.</td>
<td>To be agreed</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Delivery Clause</td>
<td>To be agreed /Indicated</td>
<td></td>
</tr>
</tbody>
</table>
8. Submission of Performance Bank Guarantee | To be agreed
9. Acceptance of Force majeure clause | To be agreed
10. Inspection Clause as per NIT | To be agreed
11. Have you submitted Warrantee/ Guarantee as per NIT | To be agreed /Indicated
12. Please confirm all other commercial terms as per NIT. | To be agreed
13. Submission of self attested Order copies for NIT Items | To be submitted
14. Bank Details | To be submitted
15. Ultimate Consignee | To be agreed
16. Packing for Transit clause | To be agreed
17. Have you submitted tender fee or proof of payment of tender fee in part I as indicated in Annexure-B | To be checked
18. Have you carefully prepared and signed with name & Designation and stamped the company’s seal on all the pages of the tender document. | To be complied
19. 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. | To be complied
20. Have you accepted to furnish the import documents from your principal. | To be complied
21. 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. | To be complied
22. Have you submitted the requisite EMD or have enclosed proper document notarised as per NIT for exemption in submitting EMD. | To be complied
23. Have you sought any deviation in commercial or technical parameters | To be confirmed
24. 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.
(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
(E) THIS TENDER IS IN SUPERSESSION TO OUR EARLIER TENDER NO. DUE FOR OPENING ON
(F) VENUE OF TENDER OPENING:--OFFICE OF CGM(MM), KOYLA BHAWAN

MM(P)
ADVERTISED DOMESTIC TENDER
(Not transferable)
Under jurisdiction of Dhanbad Court and Jharkhand High Court only.

TENDER NO –
DUE DATE & TIME FOR SUBMISSION-
DUE DATE & TIME FOR OPENING-
COST OF TENDER DOCUMENT –
REQUIRED AMOUNT OF EARNEST MONEY DEPOSIT –
( Please see clause no.11 & 13)
ESTIMATED VALUE OF TENDER –

M. R. NO………Dated

If this Tender Document has been downloaded from BCCL website: -
(1) The bidder must enclose the required Bank Draft for the requisite Tender Fee i.e. cost of Tender Documents along with the tender [Part-III envelope Clause 8(c) ] otherwise their offer shall be rejected out rightly without any reference.

(2) Exemption from submission of tender fee to the Firm has been specified at clause no 18(xi).

(3) A certificate is required from the bidder that they undertake the tender submitted by them is downloaded from BCCL Web site (http://bccl.cmpdi.co.in) and that is the same in contents and form (verbatim).
Any deviation, if detected at any stage, would entitle BCCL to reject their offer / bid without assigning any reason or recourse to any penal action and would be legally binding on them.

Dear Sirs,
Sub: Notice Inviting Tender for supply of –

1. Sealed tenders are invited in duplicate only from the proven domestic manufacturers or a firm exclusively authorized by the proven domestic manufacturer OR a domestic firm exclusively authorized by foreign manufacturer to quote against this tender for supply of tendered item to various Areas of BCCL as per detailed specifications enclosed as annexure –“A”.

Bidders shall be considered proven who will fulfill ‘Proven-ness’ criteria (Technical as well as Commercial) enclosed as Annexure – “I”.

2. Tender for: Supply of :-

3. The offers are to be submitted before the closing date and time as mentioned above. Late Tenders will not be considered.
4. Tenders 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. Tender must be received on or before the due date and time of submission of the tender shall not be considered.

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

6. Tender documents/forms purchased by one firm are not transferable to another firm.

7. The tender document is divided into the following parts:
   (a) Part – I: - consisting of the following
      i) Annexure 'A' - Technical specification
      ii) Annexure 'B' - Commercial terms and conditions
      iii) Annexure 'C' - Blank format of price bid as to be quoted by the tenderer (without price) for tendered item.
      vi) Annexure 'D' - Check List
   (b) Part – II: - consisting of the price only as per the format Annexure-C.
   (c) Part – III: - Applicable for those tenderers who will down load the tender Documents from BCCL’s web site.

8. (a) The first part “Part- I i.e. Techno-commercial offer” should contain the detailed Technical and commercial terms of the offer. In other words it contains the required details as per annexure A to D as stated at clause 7. The envelope should be sealed super scribed 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 price bid should be submitted as per Performa enclosed as Annexure – “C” . The envelope should be sealed super scribed with the tender number and the date of opening and must mark Part II.
   (c) “Part – III” [Applicable for those tenderers who will down load 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, super scribed 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.

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 and time of submission and opening along with the name and address of the bidder.

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

09. Part - I (Techno commercial Offer) and “Part – III” (Tender fee) will be opened on the due date of tender opening in the office of the CGM(MM), Commercial Block, L-III, Koyla Bhawan, Dhanbad –826 005 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 tenderer disclose their price in the techno-commercial bid(Part-I), the offer will be resealed and will be treated as invalid offer by the Tender opening Committee.

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 be 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.

11. Earnest Money Deposit (EMD):-
a) An Earnest money of Rs.------------- in terms of Bank Draft of any Nationalised/Scheduled Indian 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 Earnest Money is not found in envelope containing the Part-I (Techno-commercial offer), it will be presumed that tenderer has not deposited the requisite Earnest money and their offer shall be considered unresponsive.

c) For unsuccessful tenderer, EMD shall be refunded immediately after finalisation of the Tender.

12. Security Money Deposit (SD) – Successful tenderer are required to deposit security money in the form of Bank Draft / Bank Guarantee of any schedule Bank of 10% value of the order (value means contract value) 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. The validity of Bank Guarantee should be 02 months beyond the schedule delivery period specified in the order. In case they fail to deposit the same, 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 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. The earnest money deposit will be refunded to the firm after submission of requisite security deposit.

Earnest Money Deposit and Security Deposit Exemption: -

13. a) State/Central Govt. Organisation /PSU shall be considered for exemption from submission of EMD/Security Money Deposit.

b) Valid DGS&D/NSIC/Ancillary unit of BCCL registered (for tendered items) shall be considered for exemption from submission of Earnest Money Deposit (EMD) and Security Money Deposit (SD), if they shall submit the respective documents 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 motu 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 AND JHARKHAND HIGH COURT ONLY.

18. 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, quantity, technical specification and terms & 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 back reference to the tenderers. Offers as asked should be submitted complete in all respects.

(iv). Notary attested copies of orders received for the offered/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 letterhead of the tender (Hand written 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 submitted with the tenders except printed leaflets / catalogues and have company’s seal otherwise offer may 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 qty. 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) In case the date of tender happens to be a holiday, the tender shall be opened at 3.00 PM on the next working day.

(xi) Govt. Organisation/ Public Sector Undertaking / Ancillary Unit of BCCL for the tendered item, are exempted from paying tender fee.

(xii) Bidders are required to complete and submit the checklist of Commercial Terms of NIT. The deviation, if any, with the NIT terms must indicated clearly in the Check list. If the same are not indicated in the check list, it will be presumed that the relevant clauses have been accepted as per NIT and the same will be binding on the tenderer. The entries / confirmations made in the check list must correctly reflect the details of the offer made with respect to the particular term of NIT. In case of any deviation or difference in the interpretation between the content of the offer and the check list , the entries / confirmations shown in the check list will be applicable and binding on the bidder.

(xiii) Bidders for the items requiring DGMS approval shall have to submit copy of DGMS approval with latest validity extension, if any, They will also submit copy of valid BIS license (if applicable). These documents will also be duly authenticated by the bidders (stamped and signed) and attested by the court of Notary Public.

(xiv) Ancillary units of BCCL shall be extended the benefits, as per the prevailing policies of the Company.

Not withstanding anything said above, BCCL reserves the right to follow any guideline or instruction received from Coal India Ltd., 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 AND CONDITIONS

ANNEXURE- C

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 contact 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 of machines ordered and supplied. Specific details should be given regarding the machine supplied and running in India with full address of the user, so that the same can be verified if felt necessary.
   
   iii) Details of collaborations, if any.
   
   iv) 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 dispatch inspection in stages of manufacturing process, if buyer wishes to do so?
   
   v) The commercial status of the offers received against this tender shall be determined after offsetting the amount payable towards VAT if applicable for which input credit is admissible to BCCL.
   
   vi) 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, Packaging & 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) / VAT.
   
   II) TAXES & DUTIES
   
   a) Excise Duty, if applicable, will be payable extra as per prevailing Excise Rules. The firm should confirm in the techno-commercial bid that Refund/Credit, if any, obtained shall be passed on to the buyer, which shall be certified by the auditor of the supplier.
   
   b) The Purchaser shall bear all taxes, duties etc. within the contractual delivery period on submission of documentary evidence, levied by the Government
   
   c) Excise Duty - The legally applicable rate of Excise Duty should be clearly mentioned in the commercial bid (PART I) and the rate and the value in the price bid (PART-II). In case the price is stated to be inclusive of excise duty, the current rate included in the price must be indicated. If the tenderer is exempted from paying the 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, the tenderer shall have to specify the rate applicable to BCCL. If the tenderer fails to specify the exact rate of ED applicable, the maximum rate currently leviable shall be loaded on the price.
   
   d) Sales Tax / VAT : The legally applicable rate of Sales Tax / VAT should be clearly mentioned in the commercial bid (PART-I) and the rate and value in the price bid(PART-II).
   
   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.

   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.-
2 (B) – Detail evaluation of financial bids.
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 dispatching 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>

3. VALIDITY:- The offer must be valid for acceptance for a period of 180 days 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: 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:-
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.

**NO OTHER PAYMENT TERMS WILL BE ACCEPTED.**

Note - No payment will be made for incomplete supply.

7. In case of indigenous supplier, 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.
   In absence of above details/information offer may be liable to be considered unresponsive.

8. REQUIRED DELIVERY SCHEDULE:-

The bidders are required to quote their best possible delivery period indicating the period of commencement and completion of delivery and the rate at which supplies shall be made. Delivery schedule shall be reckoned from the 10th day from the date of order and the date of receipt of materials at our stores-shall be treated as the date of delivery.

Normally extension of delivery period will not be granted. However, in case extension of delivery period becomes essential, the supplier will send their request for extension of delivery period to the purchaser before expiry of delivery period. In the event of failure to supply the ordered material within the stipulated delivery schedule, the successful tenderers must obtain extension of delivery period, with or without liquidated damage, before dispatch/supply of the ordered goods. Supplies made without obtaining extension of delivery period shall be liable for non-acceptance at the stores.

The delivery schedule quoted in the offer shall be firm and final. Failure to supply the material in time may attract penalty as per clause No. 9.
9. PENALTY FOR FAILURE TO SUPPLY IN TIME:

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 basic FOR destination 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 to 10% and where felt necessary it may be increased up to 15%.

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 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 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 encahsh 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 bidder must confirm the acceptance of this Penalty clause which will not be altered.

10. WARRANTY:

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 of 18 months from the date of receipt and acceptance by Bharat Coking Coal Limited. 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 on renew any defective portion of the goods, such replacement or renewal should be made by the supplier without any extra cost to Bharat Coking Coal Limited.

10.(a) Special Warranty:- As per Technical Specification at Annexure.-Applicable / Not applicable

11. PERFORMANCE BANK GUARANTEE:

10% of the landed order value valid for three months beyond Guarantee/warranty period should be submitted as soon as supply commence.

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. PRICE FALL CLAUSE:

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 offer to sell the stores of identical description to any other organization from date of offer till completion of supply under the contract.
ii) If at any time during the said period the supplier offers lower sale price of 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 clauses.

14. 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.

15. 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) The inspections and tests may be 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 representatives 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.

vi) In case pre dispatch inspection is carried out, the charges of the same will be borne by BCCL.

For Bharat Coking Coal Limited
# CHECKLIST

Please confirm the followings:

<table>
<thead>
<tr>
<th>Q.No</th>
<th>List of questions</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Are you a Manufacturer ?</td>
</tr>
<tr>
<td>2</td>
<td>Are you a exclusively authorized marketing outlet of a manufacturer ?</td>
</tr>
<tr>
<td>3</td>
<td>If the reply against (2) above is yes, then indicate name &amp; full address of the Principal.</td>
</tr>
<tr>
<td>4</td>
<td>In case of (2) above whether the Principals Authorisation as Exclusive Authorised Marketing Outlet is enclosed with the offer</td>
</tr>
<tr>
<td>5</td>
<td>Have you submitted the tender fee or Proof of payment of tender fee in Part-I as indicated in Annexure-B (This is applicable in case of those bidders who have downloaded the tender papers through BCCL’s website.)</td>
</tr>
<tr>
<td>6</td>
<td>Have you carefully prepared and signed with name &amp; designation and have stamped the company’s seal on all pages of tender documents/offer along with enclosures consisting of PART-I, PART-II &amp; PART –III.</td>
</tr>
<tr>
<td>7</td>
<td>Have you enclosed in Part-II a blank format of price bid (Price format as per Annexure), as quoted by you (WITHOUT PRICE) along with confirmation that Price</td>
</tr>
</tbody>
</table>

Indicate in Yes / No below:
<table>
<thead>
<tr>
<th></th>
<th>bid have been carefully prepared and signed on all pages of price bid.</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>8(a)</td>
<td>Have you quoted FOR Destination /FOB price(s) and indicated the break-up as per NIT.?</td>
<td>Yes / No</td>
</tr>
<tr>
<td>8(b)</td>
<td>In case of imported items, have you accepted to submit certificate with each supply of your Auditor certifying that you have paid Customs Duty as per prevailing Customs Rates and refund if any shall be passed on to buyer?</td>
<td>Yes / No</td>
</tr>
<tr>
<td>8(c)</td>
<td>Have you accepted to submit certificate of the auditor that Refund/Credit, if any, obtained in respect of Excise duty shall be passed on to the buyer.</td>
<td>Yes / No</td>
</tr>
<tr>
<td>9</td>
<td>Have you quoted firm price?</td>
<td>Yes / No</td>
</tr>
<tr>
<td>10</td>
<td>Is your offer valid for 180 days from the date of opening of tender?</td>
<td>Yes / No</td>
</tr>
<tr>
<td>11</td>
<td>Have you specified firm delivery period?</td>
<td>Yes / No</td>
</tr>
<tr>
<td>12</td>
<td>Have you accepted Liquidated Damages &amp; Force majeure clause?</td>
<td>Yes / No</td>
</tr>
<tr>
<td>13</td>
<td>Have you accepted Payment terms?</td>
<td>Yes / No</td>
</tr>
<tr>
<td>14</td>
<td>Have you accepted Inspection terms?</td>
<td>Yes / No</td>
</tr>
<tr>
<td>15</td>
<td>Have you submitted Earnest Money OR enclosed any documentary evidence for exemption towards submission of EMD?</td>
<td>Yes / No</td>
</tr>
<tr>
<td></td>
<td>Question</td>
<td>Answer</td>
</tr>
<tr>
<td>---</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>16</td>
<td>Have you accepted to deposit Security Money OR enclosed any documents for exemption towards submission od SD?</td>
<td>Yes / No</td>
</tr>
<tr>
<td>17</td>
<td>Have you accepted to submit Performance Bank Guarantee?</td>
<td>Yes / No</td>
</tr>
<tr>
<td>18</td>
<td>Have you sought any deviations in COMMERCIAL OR TECHNICAL PARAMETERS and have specified them in the schedules prescribed for them in schedule of tender submission?</td>
<td>Yes / No</td>
</tr>
<tr>
<td>19</td>
<td>Have you submitted copies of documents DGS&amp;D in case of DGS&amp;D approved items?</td>
<td>Yes / No</td>
</tr>
<tr>
<td>20</td>
<td>Have you accepted Price fall clause?</td>
<td>Yes / No</td>
</tr>
<tr>
<td>21</td>
<td>Have you accepted Jurisdiction of Dhanbad Court and Jharkhand High court?</td>
<td>Yes / No</td>
</tr>
<tr>
<td>22</td>
<td>Have you accepted Warranty clause?</td>
<td>Yes / No</td>
</tr>
<tr>
<td>23</td>
<td>Have you submitted declaration that you have not been banned or de-listed by any Government or quasi-Government agencies or PSUs.?</td>
<td>Yes / No</td>
</tr>
<tr>
<td>24</td>
<td>Have you submitted declaration that you have accepted all the commercial terms and conditions as per NIT without any reservation.</td>
<td>Yes / No</td>
</tr>
</tbody>
</table>

SIGNATURE OF THE TENDERER
WITH SEAL & STAMP
ANNEXURE – ‘A’

SPECIFICATION OF MINE GAS ANALYSIS SYSTEM BASED ON MICRO GAS CHROMATOGRAPH: - Quantity: -01 Set.

ANNEXURE – I

PROVEN-NESS CRITERIA

TENDERERS WHO FULFILL THE FOLLOWING CRITERIA OF PROVEN-NESS WILL BE CONSIDERED AS ‘PROVEN FIRM’: -

A 1: FOR DGMS APPROVED ITEMS:
FIRMS MAY BE CONSIDERED AS PROVEN FOR THE SIZES OR/ RATING AND CAPACITY COVERED UNDER DGMS APPROVAL. DGMS APPROVAL CERTIFICATE MUST BE VALID AS ON DATE OF TENDER OPENING. HOWEVER, BIDDERS MUST ENCLOSE THE SUPPLY ORDER COPIES DULY NOTORISED IN PART-I RECEIVED BY THEM DURING THE LAST 05 CALENDER YEARS FROM BCCL OR OTHER CIL SUBSIDIARIES OR ANY OTHER GOVT.DEPTT / UNDERTAKING OR PRIVATE INDUSTRIES. IN CASE OF ORDER PLACED ON BIDDER BY PRIVATE FIRM, THAT PRIVATE FIRM MUST BE THE END USER.

A 2: FOR I.S.I. MARKED ITEMS :
FIRMS MAY BE CONSIDERED AS PROVEN FOR THE SIZES OR/ RATING AND CAPACITY COVERED UNDER IS / BIS LICENSE. IS / BIS LICENSE MUST BE VALID AS ON DATE OF TENDER OPENING. HOWEVER, BIDDERS MUST ENCLOSE THE SUPPLY ORDER COPIES DULY NOTORISED IN PART-I RECEIVED BY THEM DURING THE LAST 05 CALENDER YEARS FROM BCCL OR OTHER CIL SUBSIDIARIES OR ANY OTHER GOVT.DEPTT / UNDERTAKING OR PRIVATE INDUSTRIES. IN CASE OF ORDER PLACED ON BIDDER BY PRIVATE FIRM, THAT PRIVATE FIRM MUST BE THE END USER.

NOTE:- BIDDERS MUST ENCLOSE ORDER COPIES RECEIVED BY THEM FOR

A 3: FOR ITEMS OTHER THAN A1 & A2:

PROVEN MEANS THOSE MANUFACTURERS WHO HAVE SUPPLIED THE TENDERED ITEMS OF EITHER SAME AND / OR HIGHER SIZE / CAPACITY AND RATING HAVING SAME TECHNICAL SPECIFICATION DURING LAST 5(FIVE) CALENDER YEARS IN BCCL OR OTHER CIL SUBSIDIARIES OR ANY OTHER GOVT.DEPTT / UNDERTAKING OR PRIVATE INDUSTRIES AGAINST FIRM ORDER NOT TRIAL ORDER. IN CASE OF ORDER PLACED ON BIDDER BY PRIVATE FIRM, THAT PRIVATE FIRM MUST BE THE END USER.

FOR PROOF OF PROVENNESS STATUS, BIDDERS MUST ENCLOSE THE SUPPLY ORDER COPIES DULY NOTORISED IN PART-I RECEIVED BY THEM DURING THE ABOVE PERIOD.

TRIAL ORDERS PLACED BY CIL AND ITS SUBSIDIARY CO.HQ. MAY BE CONSIDERED IF THE FIRM ON WHOM TRIAL ORDER HAS BEEN PLACED, OBTAINS PROVEN STATUS ON PERFORMANCE BASIS ON THE DATE OF TENDER OPENING AGAINST SUCH TRIAL ORDRS.

Note:-
1. In case of tenderer being authorised by the manufacturer, they may submit copies of orders of their manufacturer for provenness.
2. In case of items not marketed directly by the manufacturer and the bidder being new authorized dealer and does not have order copies of tendered items, they may submit orders placed on earlier authorized dealer of the manufacturer with certificate from the manufacturer to the effect that the firm, whose order copies has been enclosed were the authorized dealer.
3. The tenderer should certify that the order has been successfully executed against the copies of orders enclosed with the offer.
ANNEXURE-C

TENDER NO.-----------------------------------------------

FORMAT FOR BID IN INDIAN RUPEE.

<table>
<thead>
<tr>
<th>SL. NO</th>
<th>DESCRIPTION</th>
<th>UNIT OF MEASURE.</th>
<th>QUANTITY</th>
<th>BASIC PRICE(EX-WORKS)</th>
<th>EXCISE DUTY</th>
<th>SALE TAX</th>
<th>PACKING FORWARDING CHARGES &amp; FREIGHT CHARGE</th>
<th>INSURANCE CHARGES</th>
<th>LANDED VALUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>