



BHARAT COKING COAL LIMITED
(A Subsidiary of Coal India Limited)
Office of the Chief General Manager(MM)
Materials Management Department
Commercial Block L-III , Koyla Bhawan : Koyla Nagar
Dhanbad : 826005(Fax No- 0326-2230183)
E-mail – bcclcgmmm@cmpdi.co.in

ADVERTISED DOMESTIC TENDER
(Not transferable)

Under jurisdiction of Dhanbad Court and Jhrakhand High Court only.

TENDER NO – PUR/200115/FORK LIFTER/WJA/09-10/107
DUE DATE & TIME FOR SUBMISSION- **by 1.00PM on 15-01-2010**
DUE DATE & TIME FOR OPENING- **at 3.00PM on 15-01-2010**
COST OF TENDER DOCUMENT – Rs.2000.00
REQUIRED AMOUNT OF EARNEST MONEY – Rs.28000.00
(Please see clause no.11 & 13)

ESTIMATED VALUE OF TENDER-Rs.14.00 lakhs.

C.R.NO.....DATED

TENDER ENQUIRY

Document issued to:	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) 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.
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Dear Sirs,

Sub: Notice Inviting Tender for supply of Fork Lifter Machine

1. Sealed tenders are invited in duplicate only from the proven domestic manufacturers or a firm exclusively authorised by the proven domestic manufacturer to quote against this tender for supply of Fork Lifter Machine to BCCL as per detailed specifications enclosed as annexure – “A”.

PROVEN MEANS THOSE MANUFACTURERS WHO HAVE SUCCESSFULLY SUPPLIED , ERECTED , COMMISSIONED THE TYPE AND MODEL OF THE OFFERED EQUIPMENTS IN THE PAST 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) AND SUCH EQUIPMENTS HAVE GIVEN SATISFACTORY PERFORMANCE FOR A PERIOD OF` NOT LESS THAN ONE YEAR FROM THE DATE OF COMMISSIONING.FOR THIS PURPOSE THE FIRM SHOULD SUBMIT AUTHENTICATED COPY OF SUCH PURCHASE ORDERS RECEIVED BY THEM.

2. Requirement – Fork Lifter Machine Capacity 5 te – 01no.

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 tender. Tender received after due date of submission of the tender shall not be considered. . No request for relaxation in this respect will be entertained.

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 equipment..
- iv) Annexure 'D' - Check List

(b) Part – II :- consisting of the price only as per the format Annexure-C.

(c) Part – III :- Applicable for those tenderes 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 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 price bid should be submitted as per Proforma enclosed as Annexure – “C ”. 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 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 , 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.

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 re-sealed 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:

- a) An Earnest money of Rs.28000.00 in terms of Bank Draft of any Schedule Indian Bank (for domestic supplier) ~~or equivalent US \$ ----- in terms of Foreign Bank (for overseas supplier)~~ 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 – 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.

13. State/Central Govt. Organisation /PSU - shall be considered for exemption from submission of EMD/ Security money.

Valid DGS&D/NSIC/ Ancillary unit of BCCL registered (for tendered items) - shall be considered for exemption from 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 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 / procudure 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.

IMORTANT 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 back reference to the tenderers. Offers as asked should 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 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 day.

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

(xii) Bidders are required to complete and submit the check list 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.

The bidders shall essentially submit authenticated copies (signed and stamped BY THE Bidder) of orders received by them from CIL , its subsidiary company , other Govt. Undertakings and / or Govt. Deptt. Failure to submit the documents shall render a tender liable for rejection.

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

(xv) Purchase Preference Policy if any for products and services of Central Public sector Enterprises (CPSEs) shall be applicable as per the directive of the Govt. of India being issued from time to time.

Notwithstanding 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

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) Brand name, Model and capacity of the equipment offered .
- (iii) 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.
- (iv) Details of collaborations, if any.
- (v) 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.
- (vi) Details of Training offered , if any.
- (vii) 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.
- (viii) Confirmation about spare parts support offered for the entire life of the machines.
- (ix) A separate list of Tools and Tackles required for normal maintenance should be submitted.
- (x) 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.
- (xi) The commercial status of the offers received against this tender shall be determined after off-setting the amount payable towards VAT if applicable for which input credit is admissible to BCC L.
- (xii) 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) / VAT.

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 supplier shall be entirely responsible for all taxes, stamp duties and other such levies imposed outside the Purchaser's country, including all Bank Charges.

c)The Purchaser shall bear all taxes, duties etc. within the contractual delivery period on submission of documentary evidence, levied by the Government or any other agency in the Purchaser's country- including all Bank Charges in case of imports.

d) 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.

e)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).

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.

- ~~ii) In case of direct import by us , price will be on F.O.B. delivery Port basis only . The Price must be on FIRM basis.~~
- ~~iii) 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.~~
- ~~iv) 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. In case of F.O.B price all discount attracts custom duty etc. except trade discount.~~
- ~~v) In case the required items are imported by an Indian Agent / distributor and offered to BCCL in Indian Rupees, the Indian Agent / distributor shall have to submit the following documents with each supply:~~

~~(i) Their foreign principal's invoice or packing list— original as well as certified photocopy.~~

~~(ii) Certified photocopy of Bill of Lading.~~

~~(iii) Bill of Entry— Original as well as certified photocopy.~~

~~The originals mentioned above shall be returned back to the successful tenderer after verification and endorsement. In case of imported stores other than direct import by Coal India Limited /Subsidiary Companies the bidder shall have to confirm in their techno-commercial bid that the following certificate will be submitted with each supply :~~

- ~~vi) A certificate from the Auditor of the bidder/supplier certifying that the custom duty has been paid as per prevailing Customs Rates and refund, if any, shall be passed on to the buyer.~~

~~The Bidders from overseas countries shall quote the prices on FOB port of shipment basis in any freely convertible currency. The details in PART – I must indicate the name & address of your agents in India. It should also confirm that the commission payable to them has been indicated in PART-II (Price Bid). In case, the bidders (from overseas countries) do not have any Indian Agents, it should be clearly mentioned in PART-I.~~

In case of Additional Requirement where buyer can avail the Project Concessional Custom Duty on the imported contents , you must indicate the following:

- a) CIF value of the imported content, if any, both in Indian Rupees and in the specified foreign currency indicating the date of applicable exchange rate and the applicable rate of custom and other duties.
- b) Rate of customs duty on imported component taken for computation of the prices - both for project concessional and for the normal rate.

For availing the Project Concessional Custom Duty on the imported contents , requisite documents shall be provided by BCCL .

A domestic manufacturer shall be considered as an indigenous manufacturer , if the equipment manufactured and offered by them against tender has indigenous material content cost plus labour content cost in excess of 30% of ex-works value of the equipment including all taxes and duties. This is to be certified by the auditors of the manufacturer.

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.

Approximate distance of dispatching Station from Consignee's end.	Percentage FOR dispatching station price regarding Freight.	Packing and Forwarding Charges	Transit Insurance Charge
Above 2001 Km	5%	2%	1/2%
1501Km - 2000 Km	4%	2%	1/2%
1001 Km -1500 Km	3%	2%	1/2%
501 Km – 1000 Km	2%	2%	1/2%
Below 500 Km	1%	2%	1/2%

~~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.~~

Sl.no	Description	Imported from USA ,Canada and Japan	Imported from European and other countries.
1	Freight	12% of FOB value	10% of FOB value
2	Insurances Charges	1/2% of FOB value	1/2% of FOB value
3	Custom Duty	As applicable	As applicable
4	Port handling and clearance Charges , Inland transportation and other miscellaneous charges	5% of FOB value	5% of FOB value

~~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 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;-
 - a) For indigenous supplies in case of equipment.
80% value of each equipment and the accessories and 100% excise duty and full concessional ST/CST along with 100% transportation & insurances and other charges will be paid only within 30 days from the date of receipt of the equipment at the consignee end. The equipment should be accompanied with relevant dispatch documents like challan , Maker's Test - Cum Inspection Certificate, Warranty Certificate, CIL/ BCCL's Inspection Certificate etc. This payment will be released only after receipt of required value of the Bank Guarantee towards performance. The validity of the Bank Guarantee shall be 21 months from the date of receipt and acceptance of the Equipments.

Balance 20% payment shall be made within 30 days from the date of successful completion of erection, testing, commissioning and final acceptance of the equipment(along with accessories) at site upon presentation of a certificate from the project officer and duly countersigned by Technical Head to the effect that the equipment has been erected and commissioned to their entire satisfaction

- ~~b) For imported supplies -~~
 - ~~80% value of each equipment and the accessories will be paid only against Letter of Credit. The equipment should be accompanied with relevant dispatch documents.~~
 - ~~Balance 20% payment shall be made within 30 days of successful completion of erection, testing, commissioning and final acceptance of the equipment(along with accessories) at site upon presentation of a certificate from the project officer and duly countersigned by Technical Head to the effect that the equipment has been erected and commissioned to their entire satisfaction. This payment shall also be made against letter of credit.~~
 - ~~All bank charges incidental to opening of letter of credit in purchaser's country shall be borne by~~
 - ~~BCCL and all charges in the seller's country shall be borne by the beneficiary.~~

~~PLEASE NOTE THAT THESE PAYMENTS SHALL BE MADE THROUGH AN IRREVOCABLE LETTER OF CREDIT. THE LETTER OF CREDIT SHALL NOT BE CONFIRMED. IN CASE THE BIDDER INSISTS FOR CONFIRMATION OF THE LETTER OF CREDIT, THE COST OF CONFIRMATION SHALL BE BORNE BY THE BIDDER.~~

~~Payment for agency commission, if any, involved, may be considered in case of necessity, subject to compliance of the Government of India guidelines issued from time to time. The name of the Indian Agent with their full address and the quantum of Agency commission if any, payable shall have to be mentioned in the offer. Agency commission, if any, shall be paid in equivalent Indian rupees within twenty one days of submission of bills along with following documents~~

~~(A) Foreign Principal's proforma invoice. Or any other authentic documents indicating the commission payable to the India Agent.~~

~~(B) Copy of the agency agreement, if any, with the foreign principal stating the precise relationship between them.~~

~~(C) The enlistment of the Indian Agent with DGS&D, New Delhi under compulsory Registration Scheme of Ministry of Finance in case the items are fall under the restricted list of current export import policy of Govt. of India.~~

~~(D) Copy of bill of lading.~~

~~(E) Certificate from State Bank of India regarding BC selling exchange rate ruling on the date of bill of lading.~~

~~Note :- In case of Indian Agent, nature of after sales service to be rendered by the Indian Agent is required to be mentioned.~~

NO OTHER PAYMENT TERMS WILL BE ACCEPTED.

Note - No payment will be made for supply of incomplete equipment.

~~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 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.

9..REQUIRED DELIVERY SCHEDULE:-

The bidders are required to quote their best possible delivery period. Delivery schedule shall be reckoned from the 10TH day from the date of order / ~~opening of LG~~ and the date of receipt of materials at our stores/ ~~date of Bill of Lading~~ 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. 10

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

11. GUARANTEE/WARRANTY/PERFORMANCE BANK GUARANTEE

i) The equipment 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, 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 and validity of Performance Bank Guarantee may accordingly also be extended suitably, if required.

iv) A performance Bank Guarantee on Scheduled / Nationalised Bank in India valid for 21 months from the date of receipt and acceptance of Equipments for 10% value of the order as a coverage towards the machine's performance against the contract (in the standard format Appendix- I enclosed herewith), must be submitted as soon as they supply the equipment. The Bank Guarantee may be

released or extended depending upon the merit of the case. Please note that no payment will be made without submission of the performance guarantee. The order value means F.O.R. destination price including taxes duties , transportation & insurance charges and other charges.

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. ERECTION & SUPERVISION

The supplier shall be responsible for the erection and commissioning at no extra cost to the purchaser within 75 days of receipt of complete equipment at site. However, the purchaser will assist in providing necessary erection tools & tackles etc. and unskilled manpower for this purpose.

14. QUALITY CONTROL MEASURE

The bidder shall furnish details of quality control measures being adopted by him, including any International / Indian standard being followed. The details should include the equipment and personnel employed for this purpose.

15. 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.

16. 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.

17. 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) 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.

18. In case of placement of order, the supplier will be required to submit an assembly-wise parts catalogue to this office, in addition to other manuals as given in the Technical specifications.

For Chief General Manager(MM)

LETTER OF PERFORMANCE GUARANTEE.

APPENDIX-I

1. Messers ----- a company having its office at -----
-----hereinafter called the Seller has entered into a Contract No.-----
-----dt.----- (hereinafter called the said Contract) with Bharat Coking Coal
Limited (hereinafter called , the Purchaser) to supply equipment on the terms and conditions in the said
Contract.

It has been agreed that hundred percentage(100%) payment of the value of the equipment will be
made to the seller in the terms of the said Contract on the seller furnishing to the Purchaser a Bank Guarantee
for the sum of ----- equivalent to 10 % of the value of each equipment and accessories dispatched by
the seller as security for the due and faithful performance of the terms of the said contract and against any loss
or damage caused to or would be caused to or suffered by the purchaser by reason of any of the terms or
conditions contained in the said contract.

The----- Bank having its office at ----- has at the request of seller agreed to
give the guarantee herein after contained.

2. We,----- Bank Ltd.,do hereby undertake to pay the amounts due and payable under this
guarantee without any demur merely on a demand from the purchaser stating that the amount claimed is due
by way of loss or damage caused to or would be caused to or suffered by the purchaser by reason of any
breach by the said seller of any of the terms or conditions contained in the said contract or by reason of the
seller's failure to perform the said contract. Any such demand made on the Bank shall be conclusive as
regards the amount due and payable by the Bank under this guarantee. We shall not withhold the payment on
the ground that the seller has disputed its liability to pay or has disputed the quantum of the amount or that
any arbitration proceeding or legal proceeding is pending between purchase and the seller regarding the claim.
However , our liability under this guarantee shall be restricted to an amount not exceeding -----
-----.

3. We,----- Bank Ltd., further agree that the guarantee herein contained shall come into
force from the date hereof and shall remain in full force and effect during the period that would be taken for the
performance of the said contract and that it shall continue to be enforceable till all the dues of the purchase
under or by virtue of the said contract have been fully paid and its claim satisfied or purchase certified that the
terms and conditions of the said contract have been fully and properly carried out by the said seller and
accordingly discharged the guarantee .Unless a demand or claim under this guarantee is made on us in
writing on or before the ----- (date to be given-----months from the date of Bank Guarantee) we
shall be discharged from all liability under this guarantee thereafter.

4. We., Bank Ltd. further agree with the purchaser ,that the purchaser , shall have the fullest liberty without our
consent and without affecting in any manner no obligations hereunder to vary any of the terms and conditions
of the said contract or to extend time of performance by the said seller(s) from time to time or to postpone for
any time or from time to time any of the powers exercisable by the purchaser , against the said seller and to
forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relived from
our liability by reason or any such variation or extension being granted to the said seller or for any forbearance
act or omission on the part of the purchaser , or any indulgence by the purchaser to the said seller by any such
matter or thing whatsoever which under the law relating to sureties would be for this provision have effect of an
relieving us. The Bank further agrees that in case this guarantee is required for a longer period and it is not
extended by the bank beyond the period specified above , the bank shall pay to this purchaser the said sum of
----- or such lesser sum as may than be due the purchaser and as the purchaser may demand.

5. We ,----- Bank Ltd. lastly undertake not to revoke this guarantee during its currency except with the
previous consent of the purchaser , in writing.

6. The Bank has under its constitution power to give this guarantee and Mr.-----Manager , who has
signed it on behalf of the Bank has authority to do so.

7. This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the
Contractor.

Date----- Day of -----20

For ----- Bank Limited

Signature of the authorised person
for and on behalf of the Bank

CHECKLIST

Please specify the following :

Q.No	List of questions	Indicate in Yes / No below
1	Are you a Manufacturer ?	Yes / No
2	Are you 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.	Yes / No
4	In case of (2) above whether the Principals Authorisation as Exclusive Authorised Marketing Outlet is enclosed with the offer	Yes / No
5	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.)	Yes / No
6.	Have you carefully prepared and signed with name & designation and have stamped the company's seal on all pages of tender documents/offer along with enclosures consisting of PART-I, PART-II & PART –III.	Yes / No
7.	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 bid have been carefully prepared and signed on all pages of price bid.	Yes / No
8.(a)	Have you quoted FOR Destination and indicated the break-up as per NIT.?	Yes / No
9	Have you quoted firm price ?	Yes / No
10.	Is your offer valid for 180 days from the date of opening of tender ?	Yes / No
11	Have you specified firm delivery period ?	Yes / No
12	Have you accepted Liquidated Damages & Force majeure clause ?	Yes / No
13	Have you accepted Payment terms ?	Yes / No
14	Have you accepted Inspection terms?	Yes / No
15	Have you submitted Earnest Money OR enclosed any documentary evidence for exemption towards submission of EMD ?	Yes / No
16	Have you accepted to deposit Security Money OR enclosed any documents for exemption towards submission of SD?	Yes / No
17	Have you accepted to submit Performance Bank Guarantee ?	Yes / No

18.	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?	Yes / No
19.	Have you submitted copies of documents DGMS in case of DGMS approved items?	Yes / No
20.	Have you accepted Price fall clause?	Yes / No
21.	Have you accepted Jurisdiction of Dhanbad Court and Jharkhand High court?	Yes / No
22.	Have you accepted Guarantee/Warranty clause ?	Yes / No
23.	Have you submitted declaration that you have not been banned or de-listed by any Government or quasi-Government agencies or PSUs.?	Yes / No
24	Have you submitted a certificate of the auditor that the equipment manufactured and offered against tender has indigenous material content cost plus labour content cost in excess of 30% of ex-works value of the equipment including all taxes and duties to consider a domestic manufacturer.	Yes / No
25.	Have you submitted declaration that you have accepted all the commercial terms and conditions as per NIT without any reservation.	Yes / No

SIGNATURE OF THE TENDERER
WITH SEAL & STAMP

TECHNICAL SPECIFICATION FOR FORK LIFTER

1. Description, Quantity and Technical Specification

- (A) Scope of supply:- Diesel operated Fork Lifter Machine, with all accessories
(Additional Tools and tackles required for mounting and dismounting)
Capacity:- 5 te
Quantity:- 1 (One) No.

(B) Technical specifications:-

- a) Capacity:- 5 te
- b) Load center- 600 mm
- c) Engine:-Diesel operated
- d) Dimensions (Approx) :- Length:- 3300 mm
Width:- 1500 mm
Height :- 2300 mm
- f) Turning radius:- 3000 mm.
- g) Lift :- 3000 mm.
- h) Mast Tilting Angle (Forward/ Back) :-6 degree /12 degree,
- i) Speed with Load:- 17 km/h
- j) Speed without load:- 18 km/h
- k) Service brake:- Hydraulic
- l) Parking brake:- Manual

MATERIALS MANAGER (P)

ANNEURE - "C"

TENDER NO.-----

[illegible]