TENDER NO.: PBATUR/2009-10

ONE DATE & TIME FOR SUBMISSION: 01.12.2009 up to 1 P.M.
DUE DATE & TIME FOR OPENING: 01.12.2009 at 3 P.M.
COST OF TENDER DOCUMENT: Rs. 1000.00 (One Thousand).
REQUARED AMOUNT OF EARNEST MONEY: Rs. 1000.00
SECURITY MONEY – IT MAY BE ACCEPTED IN TERMS OF BANK GUARANTEE ALSO OF
ANY SCHEDULED BANK (REF: CLAUSE NO. 11).

TENDER ENQUIRY

Document issued to: If this Tender Document has been downloaded from our website Part-

Tender Fee must be enclosed along with the tender otherwise their

notices or circulars may also be taken as authentic. The responsibility of errors & omissions in

submissions for the request aforesaid. The contents of the tender documents available for sale in our

contents of the tender documents available for sale in our office shall

will be with tenderer.

Dear Sirs,

Sub- Notice inviting Tender for supply of Cylinders of Steam Winder.

1. Sealed tenders are invited in duplicate only from the grown manufacturers or their authorised

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the tender, for

supply of Cylinders of Steam Winder to BCCL as per annexeure “A”.

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

3. Tenders may be deposited in person by the tenderer in the Tender Helk kept at Tender cell,

the sealed tenders are not to be submitted by the tenderer in the Tender Helk kept at Tender cell,

Purchase Department, Office of General Manager, P.B. Area, P.O. Kusudur, Distt. Dhanbad or sent by

by post or courier to the above address, Bharat Coking Coal Limited, however, do not take any

Bharat Coking Coal Limited, however, do not take any responsibility for loss of tender in transit.

A tender, which has not been received on the due date and

before the time of opening of the tender, the same will not be entertained.

4. Tenders sent through telegraph, telefax, Fax or E-Mail will not be considered.

5. Tender documents for supply by one firm are not transferable to another firm.
6. The tender document is divided into the following parts:
   (a) Annexure "A" - Technical Specification
   (b) Annexure "B" - Commercial terms without price
   (c) Annexure "C" - Checklist

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 techno-commercial terms of the offer. This should not contain the price. The envelope should be sealed superscribed with the tender number and the date of opening and marked 'Part I'.

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

   (c) 'Part - III' [Applicable for those tenderers who will down load the tender documents from our website]

   In this case the intending tenderer must endorse the requisite tender fee as Bank Draft drawn in favour of 'BHARAT COKING COAL LIMITED' payable at Dibrugarh in the 'Part - III' envelope. The envelope shall be sealed, superscribed with tender number and the date of opening and marked 'Part-III'.

   Sealing of all the envelopes must be ONLY by sealing wax unobstructed with the logo or monogram of the tenderer. The name and address of the bidder must also be indicated on the envelopes. Please note that envelopes sealed by only gum or postage 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 opening.

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

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

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

   b) If tender discloses that price in the techno-commercial bid (Part-II), 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 tenderers 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.

9. 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 deposit of any kind can be raised against the right of the buyer in any court of law or elsewhere.

10. Earnest Money:

   a) An Earnest money of Rs. 1,250/- in form of Bank Draft or any scheduled Bank drawn in favour of Bharat Coking Coal Limited payable at Dibrugarh must accompany the Part-I (Techno-commercial offer) otherwise offer shall be considered unresponsive.

   b) If it accompanies the Part-II (Price bid), it will be presumed that tenderer did not deposit the requisite Earnest money and their offer shall be considered unresponsive. For unsuccessful tenderer, Earnest money shall be refunded immediately after finalization of the tender.

11. Security money - Successful tenderers are required to deposit security money in the form of Bank Draft of any scheduled Bank drawn in favour of "BHARAT COKING COAL LIMITED" payable at Dibrugarh or in the form of Bank Guarantee of a Public Sector Bank of 10% value of the value (value minus F.O.R. destination price) within 15 days from the date of receipt of order, otherwise supply order shall be cancelled and firm's performance in to be kept recorded for future
dealings with them. BMD should be converted to security money, which will be refunded to the firm within 30 days of expiration of the contract. For unsatisfactory performance and/or contractual failure the security money shall be forfeited. Please confirm the acceptance of this clause clearly.

12. State Central Govt. Organisation (PSUs) & Valid (DIN & NSC) registered (for tendered items), firm shall be considered for exemption for submission of BMD. Security money of they can produce documentary evidence.

13. The bidder 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 reported as non-responsive.

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

15. Tenders of those tenders who do not offer different prices or change the terms which affects the quoted price of the firm within the validity of the offer shall be treated as invalid offer and the action against such tenderer as per CIL rules procedure will be taken.

16. 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 agencies are requested to go through all the Advertisements and furnish specific replies to each question raised therein.

(ii) Printed terms and conditions of the vendor shall not be considered. Tenders 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 & no further clarification on technical/commercial aspects may be entertained.

(iii) Normally no deviation is acceptable to our tender documents. Offers as asked must be submitted complete in all respects.

(iv) Self-attested copies of orders received from subsidiaries of CIL or any other Govt. Undertaking or Exports for the quoted items should be submitted along with the quotation in the Technical-commercial offer.

(v) The complete offer should be typed in the letter head of the tenderer. Handwritten quotations will be summarily rejected. If firm's letter heads are not sufficient to accommodate technical and pricing details preferably bigger papers may be used, such sheets alongwith other pages of the offer should be signed and stamped by company's authorised signatory.

(vi) All pages of tender documents should be signed and have company's seal.

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

(viii) The tenderer must submit separate sheet in Part I (Technical-commercial offer) indicating any deviation in their offer from the Technical and Commercial terms specified required.
(vi) Bharat Coking Coal Limited reserves the right:
- "Purchase preference to be given to the Central Public Sector Enterprises (CPSEs) in line of Govt. of India’s guideline."

Notwithstanding anything said above, BCCL reserves the right to follow any guideline or instruction received from the Government or any statutory bodies from time to time.

Yours faithfully

[Signature]

For & on behalf of Bharat Coking Coal Limited.
COMMERICAL 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 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 quantity item ordered and supplied. Specific details should be given regarding the item supplied with full address of the user, so that the same can be verified if felt necessary.

  iii) Details of collaborations, if any.

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

  v) Details of Training offered, if any.

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

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

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

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

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

  a) Ex-Works Price

  b) Freight Insurance, Packing & Forwarding charges on lump-sum basis

  c) Excise duty if applicable (It will be payable extra on Ex-works price basis)

  d) Sales Tax (It will be payable extra as applicable)

**NOTE:**

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

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

  i) In case of direct import by us(BCCIL), 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.
(ii) 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.R. price all discount attracts custom duty etc. except trade discount.

2. (B) - Detailed evaluation of financial bids.

2. (B) (a) In case of mentioning that offers should be submitted by the tenderers on F.O.R. destination basis as per clause 2(A)(b) above, in case a tenderer does not specify the basis of price or quoted on ex-works or F.O.R. 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 dispatching station price regarding Freight</th>
<th>FOR Packing and Forwarding Charges</th>
<th>Transit Insurance Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Above 2000 Km</td>
<td>5%</td>
<td>2%</td>
<td>1%</td>
</tr>
<tr>
<td>1501 Km - 2000 Km</td>
<td>4%</td>
<td>2%</td>
<td>1%</td>
</tr>
<tr>
<td>1001 Km - 1500 Km</td>
<td>3%</td>
<td>2%</td>
<td>1%</td>
</tr>
<tr>
<td>501 Km - 1000 Km</td>
<td>2%</td>
<td>2%</td>
<td>1%</td>
</tr>
<tr>
<td>Below 500 Km</td>
<td>1%</td>
<td>2%</td>
<td>1%</td>
</tr>
</tbody>
</table>

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

<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 F.O.B. value</td>
<td>10% of F.O.B. value</td>
</tr>
<tr>
<td>2</td>
<td>Insurances Charges</td>
<td>6% of F.O.B. value</td>
<td>8% of F.O.B. 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 F.O.B. value</td>
<td>5% of F.O.B. value</td>
</tr>
</tbody>
</table>

To arrive the F.O.R. 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 "Netting DC Rate".

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

4. ULTIMATE CONSIGNEE: The materials may be consigned to any of the depot of Depot Officer, E.O. Regional Store, PO. Kukasanda.

5. PRICE VARIATION: (a) 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 F.O.B. 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:
   a) 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 payment to the supplier’s account through e-banking:
   a. Name of the Bank.
   b. Name of the Branch with complete address.
   c. Party’s Account Name.
   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. DELIVERY:
   a) Required delivery schedule within 4 (four) months.
      b) The bidder should be in a position to supply in specific delivery period at least 25% of the total quantity of the tender, otherwise offer shall be considered unresponsive.
      c) 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 PERFORMANCE BANK GUARANTEE

(For Equipment only)

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

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

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

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

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

iv) A performance Bank Guarantee on Scheduled/ Nationalised Bank in India valid for 18 months from the date of receipt/acceptance for 100% value of the order as a coverage towards the supplier's performance against the contract (in the standard format Appendix III enclosed herewith), must be submitted within 20 days of placement of order. No payment will be made without submission of the performance bank guarantee. The order value means F.O.R. destination price including taxes duties, transportation & insurance charges and other charges. The performance bank guarantee is required in case of supply of equipment.

11. (b) (SPECIAL GUARANTEE/WARRANTY - (Other than Equipment))

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

12. PACKING FOR TRANSIT:

The bidder should confirm provision of proper packing of the goods to be shipped by them if order is placed on them as is required to prevent their damage or deterioration during transit to their final destination.

The packing shall be sufficient to withstand, without limitation, rough
handling during transit. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods final destination and absence of heavy handling facilities at all the points in transit. The packing, marking and documentation within and outside the package shall comply strictly with such special requirement as shall be expressly provided for in the order.

13. QUALITY CONTROL MEASURE

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

14. PRICE FALL CLAUSE

- As per Appendix -II

15. FORCE MAJEURE CLAUSE

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

a) The successful bidder will, in the event of his having to resort to this clause by a registered letter duly certified by the local Chamber of Commerce or statutory authority, the beginning and end of the causes of the delay, within fifteen days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay arising 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 exist.
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:

The competent officer of the authorized representative shall have the right to inspect and test at any time and place of the seller, for the purpose of determining the quality, design and working of the goods referred to in the contract. In case the goods delivered do not comply with the contract, the seller shall be liable to replace or repair them at his own cost. The seller may be called upon to forward to the purchaser, at his own cost, additional or supplementary parts, etc., required by the purchaser. If the cost of such additional or supplementary parts, etc., is not provided for in the contract, the seller shall be responsible for the same.
Ill) 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 the site by the consultant, 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 proved by the Purchaser or its representative (i.e., third party) prior to the dispatch of the Goods.

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

For Chief General Manager(MM)
APPENDIX I

The time and date of delivery of stores simulated 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 agreed for each week of part of a week during which the delivery of such stores may be in arrears limited to 10%. Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division.

b) To purchase elsewhere, after due notice to the successful tenderer on the account and as 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) Wherever 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 sums 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.
APPENDIX-II

1) 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.

2) 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 (CM)(N.M),Head Office,Coal Min Ltd, 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.
LETTER OF PERFORMANCE GUARANTEE

APPENDIX-III

1.Messrs. A company having its office at

2. Contract No. A contract for the supply of equipment called the said Contract with

3. It has been agreed that a definite percentage (100%) of the purchase money of the equipment will be made to the seller in the terms of the said Contract on the said new equipment and accessories dispatched by the seller in accordance with the said Contract and against any loss or damage caused to or would be caused to be suffered by the purchaser by reason of any of the terms or conditions contained in the said Contract.

4. This Guarantee is made by the Bank having its office at in the sum of , to the request of the Seller as aforesaid.

5. We, the Bank Ltd., hereby undertake to pay the amount due and payable hereunder in full, together with interest at the Bank's prevailing rate of interest, on any demand made on it by the Bank under this Guarantee, so far as the amount claimed is due or payable by the Bank under this Guarantee.

6. We, the Seller, hereby agree that the guarantee herein contained shall be enforced by the Bank in the event of any breach of the terms and conditions of the said Contract by the Purchaser, and shall be enforceable by the Bank throughout the term of the said Contract.

7. We, the Bank, hereby agree to discharge the guarantee herein contained to the full extent of the amount due and payable hereunder, and to discharge the guarantee herein contained to the full extent of the amount due and payable hereunder, on any demand made on the Bank by the Seller or any other party.

8. We, the Seller, hereby agree to the terms and conditions of the said Contract, and the Purchaser shall be bound by the terms and conditions of the said Contract.

9. We, the Bank, hereby agree to the terms and conditions of the said Contract, and shall be bound by the terms and conditions of the said Contract.

10. We, the Bank, hereby agree to the terms and conditions of the said Contract, and shall be bound by the terms and conditions of the said Contract.

11. We, the Seller, hereby agree to the terms and conditions of the said Contract, and shall be bound by the terms and conditions of the said Contract.

12. We, the Bank, hereby agree to the terms and conditions of the said Contract, and shall be bound by the terms and conditions of the said Contract.

13. We, the Seller, hereby agree to the terms and conditions of the said Contract, and shall be bound by the terms and conditions of the said Contract.

14. We, the Bank, hereby agree to the terms and conditions of the said Contract, and shall be bound by the terms and conditions of the said Contract.

15. We, the Seller, hereby agree to the terms and conditions of the said Contract, and shall be bound by the terms and conditions of the said Contract.

16. We, the Bank, hereby agree to the terms and conditions of the said Contract, and shall be bound by the terms and conditions of the said Contract.

17. We, the Seller, hereby agree to the terms and conditions of the said Contract, and shall be bound by the terms and conditions of the said Contract.

18. We, the Bank, hereby agree to the terms and conditions of the said Contract, and shall be bound by the terms and conditions of the said Contract.

19. We, the Seller, hereby agree to the terms and conditions of the said Contract, and shall be bound by the terms and conditions of the said Contract.

20. We, the Bank, hereby agree to the terms and conditions of the said Contract, and shall be bound by the terms and conditions of the said Contract.

21. We, the Seller, hereby agree to the terms and conditions of the said Contract, and shall be bound by the terms and conditions of the said Contract.

22. We, the Bank, hereby agree to the terms and conditions of the said Contract, and shall be bound by the terms and conditions of the said Contract.

23. We, the Seller, hereby agree to the terms and conditions of the said Contract, and shall be bound by the terms and conditions of the said Contract.

24. We, the Bank, hereby agree to the terms and conditions of the said Contract, and shall be bound by the terms and conditions of the said Contract.

25. We, the Seller, hereby agree to the terms and conditions of the said Contract, and shall be bound by the terms and conditions of the said Contract.

26. We, the Bank, hereby agree to the terms and conditions of the said Contract, and shall be bound by the terms and conditions of the said Contract.

27. We, the Seller, hereby agree to the terms and conditions of the said Contract, and shall be bound by the terms and conditions of the said Contract.

28. We, the Bank, hereby agree to the terms and conditions of the said Contract, and shall be bound by the terms and conditions of the said Contract.

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31. We, the Seller, hereby agree to the terms and conditions of the said Contract, and shall be bound by the terms and conditions of the said Contract.

32. We, the Bank, hereby agree to the terms and conditions of the said Contract, and shall be bound by the terms and conditions of the said Contract.

33. We, the Seller, hereby agree to the terms and conditions of the said Contract, and shall be bound by the terms and conditions of the said Contract.

34. We, the Bank, hereby agree to the terms and conditions of the said Contract, and shall be bound by the terms and conditions of the said Contract.

35. We, the Seller, hereby agree to the terms and conditions of the said Contract, and shall be bound by the terms and conditions of the said Contract.

36. We, the Bank, hereby agree to the terms and conditions of the said Contract, and shall be bound by the terms and conditions of the said Contract.

37. We, the Seller, hereby agree to the terms and conditions of the said Contract, and shall be bound by the terms and conditions of the said Contract.

38. We, the Bank, hereby agree to the terms and conditions of the said Contract, and shall be bound by the terms and conditions of the said Contract.

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49. We, the Seller, hereby agree to the terms and conditions of the said Contract, and shall be bound by the terms and conditions of the said Contract.

50. We, the Bank, hereby agree to the terms and conditions of the said Contract, and shall be bound by the terms and conditions of the said Contract.
Technical Specifications:
Manufacture and supply of cylinder, size 20"X 38" for steam winder of K.I.S.d Fid (HMP), complete with D-valve and other accessories. The surface of the cylinder shall be machined and grind finished. The cylinder should be leak proof and suitable for working pressure of 100 bar.

The bidder should inspect the site and take the measurement of the existing cylinder. Also, the bidder should have arrangements for supervising the job at the site of installation.

Proven criteria:
The firms who have supplied steam cylinder for winding engine in any subsidiary of CIL would be considered a proven bidder. However, any firm manufacturing winding/winder components having making and machining facilities may also qualify to participate in this tender. The firms should submit authenticated copy of such Purchase Orders received by them.

Performance Bank Guarantee:
12 months from the date of successful commissioning for which letter of performance guarantee as per appendix – III will be required.

Area Manager (NM)
P.B. Area
CHECK-LIST
(To be filled by the Tenderer duly signed and stamped)

1. Whether the tenderer is a Manufacturer
   Yes/No

2. Whether the tenderer is an 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 Authorization as Exclusive Authorized Marketing Outlet is enclosed with the offer
   Yes/No

5. Acceptance of 180 days offer's validity period as per clause No.3 of Annexure B of NIT
   Yes/No

6. Whether quoted prices are FIXED/VARIABLE as per clause No.5 of 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 full clause as per clause 15 of Annexure "C" of NIT accepted
    Yes/No

11. Whether banned or debarred by any Govt or Quasi Govt Agency/PSUs
    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

ANNEXURE "C"