Sealed item rate tender in two parts (Part I & II) are invited from OEM/Authorised repairer of M/s Cummins India Ltd having required infrastructure for taking up the following work.

<table>
<thead>
<tr>
<th>Sl No.</th>
<th>Name of work</th>
<th>Estimated cost</th>
<th>Earnest money</th>
<th>Cost of tender paper</th>
<th>Time of completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Complete repairing &amp; calibration of STC Injector (156 Nos phase wise.) of KT-38C/BH85-I. Engine of Cummins Make.</td>
<td>Rs.4200404=00</td>
<td>Rs. 85,000/-</td>
<td>Rs. 2,000/-</td>
<td>01 YEAR</td>
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</tbody>
</table>

Issue of tender documents – begins on : 06.07.09.  
closes on : 05.08.09.

Last date of submission of tender – 05.08.09. upto 2.00PM

(Invoice of tender documents will be done on all working days during working hours except on Sundays and Holidays). In the event of the specified date for submission/opening of bids declared a holiday by the employer, the bids will be received/opened on the appointed time on the next working day.

Date and time of opening of tender: 05.08.09. At 3.00PM

1. Eligibility criteria:-
   a) The intending tenderers must give the documentary evidence of using genuine Cummins spares for the above said repair job.
   b) The tenderers must submit the documentary evidence of possession of required STC Injector Test Stand.
   c) The tenderers must show the past experience of similar job i.e. repairing and calibration of STC Injectors of KT38C Engine.

1. The tender documents can be obtained from the office of the Dy. Chief Engineer (Excvn), Excavation Workshop, Sinidih, P.O. Tundoo, Dhanbad from 06.07.09. to 05.08.09. on deposition of requisite cost of tender paper in form of bank draft of Nationalized Bank in favour of Bharat Coking Coal Limited, payable at Dhanbad.

2. Completed sealed tender documents (Part I & II) i.e. Technical/commercial bid (Part I) & Price bid (Part II) should be submitted at the same time.

The tender will be received on 05.08.09. upto 2.00PM in the office of Dy. Chief Engineer (Excvn), Excavation Workshop, Sinidih, P.O. Tundoo, Dhanbad and will be opened at 3.00 P.M. on the same day in presence of the intending tenderers or their authorized representative to be present. Only part-I will be opened on 05.08.09. at 3.00PM. The part-II will be opened only after the department is satisfied that the criteria fixed are fulfilled and the earnest money is deposited i.e. on acceptance of part-I.
3. In case where tender documents are requested for transmission by post, these would be dispatched by Registered A.D. The department is not responsible for any postal delay in such cases.
4. The earnest money is to be deposited as per detail given in the tender documents.
5. Conditional tenders will not be accepted.
6. Issuance of tender documents does not mean that the parties are considered qualified.
7. The experience as given in the eligibility criteria should be in the name and style in which tender is filled. The experience in the name of some other firm/company will not be considered for this purpose.
8. The validity of the tender will be 180 days from the date of opening price bid or revised price bid if any.
9. The management of BCCL reserves right to reject any or all the tenders without assigning any reasons what so ever and to split up and distribute the work amongst the tenderers.
10. The tenderers have to submit Permanent Account Number of Income Tax (PAN No.), Tin No. etc.
11. Other details may be obtained from the “Detail Tender Notice/Tender documents.

(V. N. YADAV)

Dy Chief Engineer(Excvn)

Copy to :-
1) C.V.O., Koyla Bhawan.
2) Chief General Manager (Excvn), Koyla Bhawan.
3) General Manager (E&W), Koyla Bhawan
4) CGMs / GMs of all Areas of BCCL
5) CGMs / GMs E&M.
6) GM(Admn.), BCCL, Koyla Bhawan.
7) Dy.C.F.M (P&P), Koyla Bhawan.
8) P.R.O., Koyla Bhawan, BCCL:-To arrange publication of NIT through News paper.
9) Manager (System), Koyla Bhawan: To upload NIT in website of BCCL.
10) Notice Board.
11) O/c, M/f
Dear Sir,


1. Sealed item rate tenders in two parts (Part-I & Part-II) with the name of work super scribed Complete repairing and calibration of 156 nos. STC INJECTOR for KT-38C Engine of Cummins Make (Job to be done in phases as per requirement and to be completed within 01 YEAR) are invited from OEM or authorized repairer of Cummins Engine having required infrastructure for the intended job and will be received at the office of Dy. Chief Engineer (Excvn), Excavation Workshop, Sinidih, P.O. Tundoo, Dhanbad up to 2.00 P.M. on 05.08.09. All tenders will be opened at 3.00 P.M. on 05.08.09, in the presence of the attending tenderers or their authorized representative.

2(a). Tenders should be submitted as per details given in the tender document including job details & specifications may be obtained from the office on payment of Rs.2000/- (Rupees Two Thousand only) in form of bank draft of Nationalized Bank in favour of Bharat Coking Coal Limited, payable at Dhanbad for each set. No refund will be made.

2(b). Tender shall be submitted in two parts as indicated in the Notice Inviting Tenders. Part-I shall consist of terms and conditions of the tender, technical bid and credentials. Part-II shall consist of price bid.
The Earnest Money Deposit is to be put into separate sealed envelopes superscribed as such. Thereafter all the three envelopes should be submitted in a sealed envelope with appropriate superscription.

3. The date of opening of the price bid or Part-II of the tenders shall be communicated in due course after consideration of technical bid or Part-I.

4. Earnest money of Rs.85,000/- should be deposited by the Tenderers in the form of Accounts Payee Demand Drafts on Local Nationalized Banks in favour of B.C.C.L. Payable at Dhanbad.

5. No tender shall be considered unless accompanied by the said earnest money deposit.

6. The earnest money will be retained in the case of successful tenderers and will be not carry any interest. It will be dealt with as provided in the tender.

7. If desired by us, the successful tenderers shall sign an agreement in the proper departmental form for the due fulfillment of the contract. Failure to enter into the required agreement within the specified period shall entail forfeiture of the earnest money. The written agreement to be entered into between the contractor(s) and the company shall be the foundation of the right of both the parties and the contract shall not be deemed to be completed until the agreement has first been signed by the contractor(s) and then by the Company authorities.

8. Corrections where unavoidable, shall be made by crossing out and re-writing attested with full signature and date by the tenderers. Erasing or over writing in the tender documents may disqualify the tender. Every page of the tender documents shall be signed by the tenderers.

9. The aggregates will be given lot wise as per the availability for repairing and calibration in course of one year (i.e. During the period of contract)

10. To & Fro transportation of aggregates from Sinidih Workshop will be borne by the tenderers.

11. The work of one particular lot should be completed within Six weeks, from the receipt of failed injectors/work order.

12. On completion of the work all scrap items shall be returned by repairer at his own cost.

13. Bharat Coking Coal Limited reserves the right to accept or reject partly or fully or all the tenderers if offers are found not conforming to our NIT requirements and to split up and distribute the work among the tenderers.

14. The tenderers will indicate the equipment he/they is/are going to use on this job and also give adequate evidence of his experience in doing similar works and financial capacity to complete the work in time.

15. The tenderers should also state what technical personnel he/they will be employing for supervising the work.

16. Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenderers of contractors who resort to canvassing will be liable to rejection.

17. If a Tenderer deliberately provides wrong information or submits false credentials in support of his qualifications, the Company reserves the right to terminate/rescind the contract, forfeit the EMD and other dues of the contractor and to take any other action as may be deemed fit.

18. An intending tender, after obtaining tender documents on payment of Application Fee, having doubts as to the meaning of any part of the tender documents may submit to the official inviting tender a written request for interpretation or
clarification thereof. Any interpretation or clarification of the tender documents by formal addendum if issued by the official inviting tender shall be final and valid and binding on the company and the tenderers.

19. The tender shall remain valid for a period of 180 days (One hundred eighty days) from the date of opening of price bid or revised price bid if any.

19(a) The validity period of the tenders shall be 6 (six) months from the date of opening of price bid or revised price bid, if any. The tenderers shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender or any terms/conditions thereof without consent in writing of the company. In case the tenderer violates to abide by this, the Company will be entitled to forfeit the Earnest Money and reject the tender.

19(b) The Company reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason what so ever.

20. The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.

21. This detailed Tender Notice shall be deemed to be part of the Contract Agreement/Work Order.

22. No subletting of work as a whole by the contractor is permissible.

23. In case, the contractor enters into any litigation such action should have to be taken in a court of law with jurisdiction over the place where the subject work order has been issued.

Eligibility criteria:-

a) The intending tenderers must have in its name as a prime contractor experience of having successfully completed similar works during last 3 (three) years.

b) Average annual financial turn over of contractual works during the last 3 (three) years, ending 31st March of the previous financial year, should be at least 60% of the estimated cost.

c) The tenderer must show the documentary evidence to show the possession of STC injector Test Stand.

d) Similar work means those works where repairing and calibration of STC Injectors of Cummins Engine..

TERMS & CONDITIONS

Tender should strictly comply with the following instructions:

1. The tenderer is required to submit their bid in one sealed envelope duly superscribed containing three separate LAC/PVC SEALED COVERS prominently super scribed as PART-I TECHNO-COMMERCIAL BID, PART-II PRICE BID, & EARNEST MONEY and in all the three envelopes the tender no and due date of opening should be indicated:

TECHNO COMMERCIAL BID

2. TECHNICAL: will consist of full details of the firm, technical resources, List of P&M available information on the supplies/repair of similar equipment/ stores to different parties, testimonials and documentary evidence in support of satisfactory, performance and any other relevant information, full details and specification of item quoted with
3. COMMERCIAL:
   i) Will consist of ownership status Viz. Company, partnership, Govt. Undertakings etc.
   ii) Financial data: - Current Income tax clearance certificate latest copy of audited balance sheet, Bankers certificate, of financial soundness, valid sales tax clearance certificate, details of registration/ enlistment with Govt./ Semi govt. organization etc (DGS&D/NSIC/SSI/CIL or any other PSU etc.), PAN NO & TIN NO.

   All the testimonials and above information should be submitted duly authenticated with stamp. All the papers of the tender documents must be serially numbered and attested.

   iii) PRICE VARIATION: The rates quoted in price bid should be on "FIRM" basis with no escalation clause whatsoever during execution of the contract.

   iv) Validity of Quotation: To be minimum 180 days from the date of opening of tender.
   v) Completion period of the job: The entire order qty to be completed within 01 YEAR.
   vi) Warranty period: should be 1800 hrs or 6 months from the date of commissioning whichever is earlier.

   vii) Payment Terms: - 100% payment will be made within 30 days from the date of receipt & acceptance of the jobs and submission of bill which ever is latter against submission of bank guarantee for 10% of the order / bill value. Part payment will made as per completed job against each lot on production of bill along with 10% bank guarantee of the billed value.

   PRICE BID (IN SEPERATE SEALED COVER)
   i) It will consist of prices with break up such as spare parts cost, labour charge, taxes, transportation cost etc.

4. Penalty. In the event of failure of the supplier to complete the ordered work as per specification in part or full within the stipulated delivery period, BCCL reserves the right at its own option to apply the penalty process as stated below: “To recover from you as agreed liquidated damage a sum not exceeding 0.5 % of the price of the item which the supplier has not been able to supply as aforesaid for each week or part of week during which delivery may be in arrear subject to a maximum of 5%. This may be increased up to 15% at discretion of management of BCCL.”

5. AFTER SALE SERVICE: The firm to be given required service at the time commissioning/ fitting of injectors.

6. PRICE FALL CLAUSE: i) Price charged for the job/item/s of this tender/ supply/work order shall in no case exceed the lowest price at which the firm done or offer same job to any other customer during the tenure of the order / contract.
ii) In any case if the firm reduces the price or offered lower rate for same job to other customer that should be immediately intimated to us to enable us to amend the rate of order.

7. NEGOTIATION: As per CVC circular.

8. INSPECTION: Inspection of repaired aggregates will be done at Sinidih workshop.

9. Test certificates & documents: All test certificates and documents as per requirement of this NIT to be provided along with supply.

10. Job / Technical requirement:

1. All the perishable and damaged spares of STC Injector will be replace by genuine Cummins spares.
2. The calibration should be done as per the standard data of KT-38C, STC Injector (Big Cam) issued by OEM.

Dy. Chief Engineer (Excvn).
Sinidih Excavation Workshop.