



**BHARAT COKING COAL LIMITED**  
( A Subsidiary of Coal India Limited )  
Office of the Chief Medical Officer,  
Central Hospital, Dhanbad,  
Materials Management Department,  
P.O.-Jagjiwan Nagar,Dhanbad-826003

## **TENDER- NOTICE**

Sealed tender are invited in duplicate only from the proven manufactures or their exclusive authorized dealer duly authorized by their manufactures to quote against following tenders for Biochemical's and serologically to the Central Hospital,Jagjiwan nagar,Dhanbad.

Tender forms with details of terms & conditions and specification can be had from the office of the under signed on any working day between 10.30 AM to 01.30 PM to 19.05.2010 on payments of Rs 1000/= Rupees one thousand as tender fee which can be deposited in cash /Bank Draft payable to Bharat Coking Coal Limited at Dhanbad(Non refundable).Down loaded tender shall also be accepted on proof of payments of tender fee.

Tender will be received up to 20.05.2010 at 1.00PM and will be opened on same day at 4 PM in presence of attending tenderers or their authorized representative.

<b>S.No</b>	<b>Tender No</b>	<b>Items</b>	<b>Estimated value</b>	<b>EMD</b>
1	1633 dt 02.04.2010	Items for serology and rapid tests kids	Rs.10.68 lakhs	Rs.21370.00
2	1634 dt 02.04.2010	Items for Biochemistry for semi auto analyzer & Auto analyzer	Rs. 16.39 lakhs	Rs.32790.00

The undersigned reserve the right to accept or reject any or all the tenders either in full or part without assigning any reasons thereof

For more details visit our website –<http://bccl.cmpdi.co.in>

**Chief of medical services  
Central Hospital,Dhanbad**



**BHARAT COKING COAL LIMITED**

( A Subsidiary of Coal India Limited )

Office of the Chief of medical services

Central Hospital, BCCL ,PO Jagjiwan Nagar,

**DHANBAD-826003**

TENDER NO : BCCL/CHD/PC/ Path/ 10-11/1633

Dated:-02.04.2010

**DUE DATE & TIME FOR SUBMISSION—20.05.2010**

**UPTO :- 1.00PM**

**DUE DATE & TIME FOR OPENING----- 20.05.2010**

**AT :- 4.00PM**

**COST OF TENDER DOCUMENT ----Rs.1000=00**

**REQUIRED AMOUNT OF EARNEST MONEY – Rs. 21370.00 (2% of Estimated tender value)**

**(Please see clause no 10 & 12)**

**OPEN TENDER**

**ENQUIRY**

Documents issued to ----- ----- -----	If this Documents has been downloaded from our website part-III envelope (clause 9 © bearing required Bank Draft for the requisite. Tender fee must been enclosed along with the tender otherwise their offer shall be rejected out rightly without any reference, However, the content of the tender documents available for sale in our office shall be deemed as authentic. The responsible of errors & omissions in the downloaded documents will be with tender.
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Dear Sirs,

**Sub: Notice Inviting Tender for Supply of Serology and Rapid test Kit.**

1. Sealed tenders are invited in duplicate from proven manufacturers or their exclusively authorized sole selling agents (in case of imported products) authorized by their manufacturer to offer against this tender, for supply of **Serology and Rapid test Kit**. to Central Hospital Dhanbad of BCCL as per annexure – “A”.

PROVEN MEANS THOSE MANUFACTURE OR EXCLUSIVELY AUTHORISED SOLE SELLING INDUSTRY WHO HAVE SUPPLIED TENDERED ITEMS(S) IN PAST TO (a) OEMOR (b) TO THE MINING INDUSTRY AND/OR TO THE OTHER INDUSTRIES (PRIVATE OR GOVERNMENT/PUBLIC SECTORE UNDERTAKING –INDIGENOUS OR GLOBAL) AGAINST REGULAR (FIRM) ORDER (NOT TRAIL ORDER) PLACED BY COMPANY’S HQ FOR THIS PURPOSE THE FIRM SHOULD SUBMIT AUTHENTICATED COPY OF SUCH PURCHASE ORDER RECEIVED BY THEM HOWEVER TRAIL ORDERS PLACED BY BCCL CO HQ.MAY BE CONSIDERED IF THE FIRM OBTAINS PROVENS STATUS ON PERFORMANCE BASIS AGAINST SUCH TRAIL ORDERS

FOR CONSUMABLES.

PROVEN MEANS THOSE MANUFACTURE OR EXCLUSIVELY AUTHORISED SOLE SELLING INDUSTRY WHO HAVE SUPPLIED TENDERED ITEMS(S) IN PAST TO TO THE MINING INDUSTRY AND/OR TO THE OTHER INDUSTRIES (PRIVATE OR GOVERNMENT/PUBLIC SECTORE UNDERTAKING –INDIGENOUS OR GLOBAL) AGAINST REGULAR (FIRM) ORDER (NOT TRAIL ORDER) PLACED BY COMPANY’S HQ FOR THIS PURPOSE THE FIRM SHOULD SUBMIT AUTHENTICATED COPY OF SUCH PURCHASE ORDER RECEIVED BY THEM HOWEVER TRAIL ORDERS PLACED BY BCCL CO HQ.MAY BE CONSIDERED IF THE FIRM OBTAINS PROVENS STATUS ON PERFORMANCE BASIS AGAINST SUCH TRAIL ORDERS

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

3. Tenderer may be deposited in person by the tenderer in the tender box kept at tender cell, purchase department, Office of the chief of medical services, Central hospital Dhanbad,PO Jagjiwan nagar,Dhanbad,or sent by post or courier to the above address. BHARAT COKING COAL LTD, however do not take any responsibility for loss of tender in transit.(i) A tender which has not been

received on the due date and before the time of the opening of the tender, the same will not be considered. No relaxation in this respect will be entertained

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

5. The details of required items is at Annexure-A.

6. Quotation Against This tender enquiry must be submitted in the following way.

(i) A- Technical details with Technical specification – These should be in part –I(Techno-commercial)

(ii) B - Commercial terms without price.

(iii) C Price only- It should be in part ii – Price Bid

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

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

©Part-III ( Applicable for those tenderes who will down loaded tender documents from our website)

In this case the intending tender must enclosed the requisite tender fee as Bank Draft from any schedule Bank drawn in favour of BHARAT COKING COAL LIMITED payable at Dhanbad in the part-III envelope. The envelope shall be sealed super scribed with tender number and due date of opening and must mark part-III.

The entire envelope containing the tender shall be properly sealed. Envelope stapled shall not be accepted. The name and address of the must also be indicated on the envelope.

All these three sealed envelope i.e part-I (Techno-commercial bid), part-II (price bid) and part-III (Tender fee) shall be kept in a bigger envelope giving details of the tender no. and due date of submission and opening along with name and address of the bidders.

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

8. Part - I (Techno commercial Offer) will be opened on 20.05.2010. the due date of tender opening in presence of the authorized representative of the attending bidders

#### NOTE.

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

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

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

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

#### 11. Earnest Money:

a) An Earnest money of **Rs. 21370.00** in terms of Bank Draft of any schedule Bank drawn in favour of Bharat Coking Coal Limited payable at Dhanbad must accompany the Part I(Techno-commercial offer) otherwise offer shall be considered unresponsive.

b) If it is accompany the Part-II(Price bid) , it will be presumed that tenderer did not deposit the requisite Earnest money and their offer shall be considered unresponsive. For unsuccessful tenderer , Earnest money 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 of any schedule Bank drawn in favour of “BHARAT COKING COAL LIMITED” payable at Dhanbad of 10% value of the order(value means 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 is to be kept recorded for future dealings with them. EMD should be converted to security money which will be refunded to the firm within 30 days of execution of the contract. For unsatisfactory

performance and/or contractual failure the security money shall be forfeited. Please confirm the acceptance of this clause clearly.

13. State /central Govt. Organization / PSU & valid DGS & D / NSIC registered( for tendered items), firm shall be considered for exemption for submission of EMD / Security money if they can produce documentary evidence.

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.

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

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

**16. 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.**

**IMPORTANT NOTE:.**

(i). The agencies 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) Firms who are manufacturer must submit their complete and valid NSIC/DGD & D registration certificate with the list of items. BIS licence / DGMS approval etc may also enclose if required.

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

(v). 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

(vi). 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 authorized signatory.

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

(viii). Erased and over written quotations will be summarily rejected unless corrections are authenticated with the tenderers signature.

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

(x). 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.

(xi) Bharat Coking Coal Limited reserves the right:-

“Purchase preference to be given to the Central Public Sector Enterprises (CPSEs) in line of Govt of Indis's guide line”

Not withstanding 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.

17.Commercial terms and conditions as per Annexure-B

**Encl: As above**

**Yours faithfully  
For & on behalf of Bharat Coking Coal Limited**

## **ANNEXURE- B**

### **COMMERCIAL TERMS:-**

#### **1. Part-I i.e. TECHNO COMMERCIAL OFFER**

Should contain the following (but not the price of any item):-

- i) Name and address of the original Manufacturer along with full details of the contacts persons, Telephone No, Fax No. , E. Mail address etc.
- ii) Details of order received giving the name of the buyer, their address and country, date of order and number/quantity item ordered and supplied. Specific details should be given regarding the item supplied with full address of the user , so that the same can be verified if felt necessary.
- iii) Details of collaborations, if any.
- iv) Details of After Sales Service to be provided , namely address of service depots , if any , strength of after sales service personnel and their qualifications and backgrounds.
- v) Details of Training offered, if any.
- vi) Details of quality control measures/stage inspections carried out .Accreditation of any approved std. quality control institute or organization may be indicated certifying the quality system of the bidder.
- vii) Details regarding location of the works. The purchaser reserves the right to inspect the works of the bidder . What are the facilities they will provide to carry out pre despatch inspection in stages of manufacturing process , if buyer wish to do so.
- viii) A statement certifying that the bidder accepts all the commercial terms and conditions of Bharat Coking Coal Limited given in this bid documents without any reservation what so ever.

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

- i) Rate (Prices) must be quoted FIRM & FOR Destination basis with the following break up.
  - a) Ex-Works Price
  - b) Freight, Insurance, Packing & Forwarding charges on lump-sum basis.
  - c) Excise duty if applicable( It will be payable extra on Ex-works price basis)
  - d) Sales Tax(It will be payable extra as applicable)

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

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

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

#### **2 (B) – Detail evaluation of financial bids.**

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

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%	½%
1501Km - 2000 Km	4%	2%	½%
1001 Km -1500 Km	3%	2%	½%
501 Km – 1000 Km	2%	2%	½%
Below 500 Km	1%	2%	½%

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 & Insurance	12% of FOB value	10% of FOB value
2	Insurances Charges	1/2% of FOB value	½% of FOB value
3	Custom Duty	As applicable	As applicable
4	Port handling and clearance Charges , Inland transportation another 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”.

2. **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.

3. **ULTIMATE CONSIGNEE:-** The materials may be consigned to any of the depot of BCCL.

4. **PRICE VARIATION:** I) Only FIRM price shall be quoted .No price variation will be allowed during the pendency of the contract excepting for price fall clause.

5. **PAYMENT TERM:-**

a) For indigenous supplies.

100% within 30 days of receipt and acceptance of the materials by the consignee or from the date of receipt of Bill , whichever is later by the consignee.

b) For imported supplies if Price is on FOB basis.

In case of imported items where the price is on F.O.B. value 90% will be paid against letter of credit. Balance 10% will be paid after receipt and acceptance of materials. Agency commission will be paid in Indian Rupee .Clearly indicate the quantum of Agency Commission included in the F.O.B Price.

7. Either the Indian Agent on behalf of the foreign principal or the foreign principal may directly bid in a tender but not both.

If an agent participates in a tender on behalf of one manufacturer , he should not quote on behalf of another manufacturer along with the first manufacturer for the same item.

8. In case of indigenous supplies , Tenderers are required to furnish the following details/information in the techno-commercial bid Part-I for transferring the Money to the supplier's account through e-banking while making payment

- a. Name of the Bank.
- b. Name of the Branch with complete address.
- c. Party's Account Style.
- d. Party's nature of Account.
- e. Party's Account Number.

In absence of above details / information offer may be liable to be considered unresponsive.

9..DELIVERY:-

i) Required delivery schedule-

AS PER ANNEXURE- 'A' encl.(Within 30 days of supply order date)

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

iii) The delivery schedule quoted in the offer shall be firm and final. Delivery counted from the 10<sup>th</sup> date of the order. Failure to supply the material in time may attract penalty as per clause No. 9

10.PENALTY FOR FAILURE TO SUPPLY IN TIME:- As per Appendix –I

10(a) GUARANTEE / WARRANTY.

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

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

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

ii) 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.

11. (b) SPECIAL GUARANTEE / WARRANTY – As per Annexure - A

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.

12. QUALITY CONTROL MEASURE

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

13. PRICE FALL CLAUSE:- As per Appendix -II

14. FORCE MAJEURE CLAUSE

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

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

b) For delays arising out of Force Majeure , the bidder will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither BCCL nor the bidder shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exists.

© If any of the force Majeure conditions exists in the place of operation of the bidder even at the time of submission of bid, he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.

15. INSPECTION & TESTS.

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

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

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

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

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

For Chief of medical services

(APPENDIX-I )

**PENALTY FOR FAILURE TO SUPPLY IN TIME**

The time and date of delivery of stores stipulated in Purchase order shall be deemed to be of the essence of the contract and delivery of the stores must be completed by the date specified . No materials should be supplied beyond the specified delivery period, unless specific approval has been obtained from the purchaser. In the event of failure to delivery or dispatch the stores within the stipulated date/ period in accordance with the samples and/or specification mentioned in the supply order, and in the event of breach of any terms and conditions mentioned in the supply order. Bharat Coking Coal Limited reserves the right:



( a) To recover from successful tenderer, as agreed liquidated damages, a sum not less than 0.5% (half percentage) of the price of the stores which successful tenderer has not been able to supply (for this purpose part of a unit supplied will not be considered) as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10%. Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division .

b) To purchase from 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 supplier must confirm the acceptance of this Penalty clause which will not be altered.

### **PRICE FALL CLAUSE.**

#### **APPENDIX-II**

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

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

The bidder should confirm their acceptance of the above clauses..

ANNEXURE- “C”

CHECK- LIST

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

- |  |        |
|--|--------|
| 1. Whether the tenderer is a Manufacturer  | Yes/No |
| 2. Whether the tenderer is a exclusively authorized marketing outlet of a manufacturer   | Yes/No |
| 3. If the reply against(2) above is yes, then indicate name & full address of the Principal.                                     | 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. Acceptance of six months validity period as per clause No.3 of Annexure B of NIT Yes/No
6. Whether quoted prices are FIRM/VARIABLE as per clause No.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 'B' of NIT accepted Yes/No
10. Whether acceptance of Price fall clause as per clause 15 of Annexure 'B' of NIT accepted Yes/No
11. Whether banned or delisted by any Govt or Quasi Govt Agency/PSU Yes/No
12. Pls. also see ADDITIONAL CHECK list

#### ADDITIONAL CHECK LIST FOR COMMERCIAL TERMS

SL	Commercials Terms as per NIT	Required
1	Submission of original Tender specific authorization if dealer from your Manufacturer/Principal	To be submitted
2	Security-Money(Exemption allowed for State/Central Govt. Organization /PSU& DGS&D/NSIC registered for tendered items)	To be agreed for Submission upon Order placement
3	(a) Following head:- Please confirm that price in your price bid is given" with break up in (b) EX works price (c) Freight & Insurance, (d) P&F charges (e) ED if applicable (f) Sales Tax	Confirmation required (Without quoting Price) whether offer submitted by you covers the price break up as given at sr no 4(a)
4	Acceptance of Jurisdiction of Dhanbad Court and Jharkhand High Court in case of any legal disputes	To be agreed
5	Delivery Clause	To be agreed / Indicated
6	Acceptance of Force majeure clause	To be agreed

7	Inspection Clause as per NIT	To be agreed
8	Please confirm all other commercial terms as per NIT.	To be agreed
9	Submission of self attested Order copies for NIT Items	To be submitted
10	Bank Details	To be submitted
11	Ultimate Consignee	To be agreed
12	Price variation clause	To be agreed
13	Packing for Transit clause	To be agreed
14	Have you submitted tender fee or proof of payment of tender fee in part I as indicated in Annexure-B	To be checked
15	. Have you carefully prepared and signed with name & Designation and stamped the company's seal on all the pages of the tender document.	To be complied
16	Have you enclosed a blank format of price bid as quoted by you(Without Price) along with your offer with the confirmation that price bid have been carefully prepared and signed on all pages of the price bid.	To be complied
17	. Have you submitted the requisite EMD or have enclosed proper document Notarized as per NIT for exemption in submitting EMD.	To be agreed
18	Have you sought any deviation in commercial or technical parameters	To be complied
19	Please. Submitted sales / vat tax certificate	To confirmed

### **IMPORTANT TERMS**

(A) All commercial terms of the NIT schedule must be accepted in toto. In case you deviate on any of the commercial terms of the NIT, that must be pointed out specifically.

(B) In case if the opening date of the tender falls on Holiday or on Saturday , the tender shall be opened at 4 PM on immediate next working day.

(C) This tender is fresh invitation to tenderers .

(D) VENUE OF TENDER OPENING:--OFFICE OF CMS,CHD

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

**Manager (Store)**

**Central Hospital, Dhanbad.**

### ANNEXTURE –A

S.No	Name of items	Packing	Quantity Required
	<b>Serology and Strips tests kits</b>		
	<b>Blood Grouping anti Sera</b>		
1	Anti -A (Igm monoclonal)	10 ml	150x10ml
2	Anti -B	10 ml	150x10ml
3	Anti -D (Igm monoclonal)	10 ml	150x10ml
4	Anti D (Igm+IgG)	10 ml	20x10ml
5	Anti AB	10 ml	40x10ml
6	Anti A1 Lectin	5 ml	15x5ml
7	Anti H Lectin	5 ml	15x5ml
8	Coomb's Reagents	5 ml	10x5ml
9	Bovine Albumin	5 ml	30x5ml
	<b>Rapid Card Tests</b>		
10	Human Immunodeficiency Virus(HIV)	tests	6000 tests
11	Hepatitis C Virus (HCV)	tests	6000 tests
12	VDRL/RPR	tests	6000 tests
13	HBs Ag	tests	6000 tests
14	Strip tests for occult blood tests in stool/card	tests	500 tests
	<b>Dipeticks for urine tests</b>		
15	For sugar and protien	tests	3000 tests
16	eight (8) parameter	tests	2000 tests
17	Sugar and ketone bodies	tests	500 tests
18	one (1) parameter	tests	500 tests
19	For microalbumin (micral)	tests	500 tests
20	P.Hydron Dip sticks range ph-0-13,100 pies pack	pack	5 packets
	<b>Skin Tests &amp; card/slide</b>		
21	PPD.5 T.U	5 ml	20 x 5 ml

22	Antistreptolysin-O(ASO) qualitative -100 tests kit	tests	1500 tests
23	Rhematoid factor qualitative 100 tests kit	tests	1500 tests
24	CRPqualitative 100 tests kit		
25	Widal slide tests for saimeneila	tests	1500 tests
26	Rapid card tests for TB.	tests	1000 tests
27	Rapid cars tests for typhoid	tests	500 tests
28	Malaria PF & PV combined one step (Rapid tests)	tests	1000 tests
29	Troponin-1 Rapid cars tests	tests	2000tests
30	Rapid card tests for dengue	tests	500 tests
31	Rapid card tests for chicken gunnia	tests	25 tests
32	Pregnancy tests ,card test	tests	25 tests
33	PSA Rapid card	tests	1500 tests
34	Brain Thromboplastin (Reagents with ISI value greater	kits	10 kits
	than 1.1 will not be accepted , one vial not exceeding 5 ml		
35	Activated throbofax with calcium chloride for partial throboplastin time	tests	100 tests

**Other important Terms and conditions;** other important Terms and conditions;-Offer of only those bidders shall be considers.

(A) Whose products have been satisfactory used in past at CHD

(B) Manufacture supplying reagents to NABC accredited labs or prestigious Govt. intuitions like SGPGI,Lucknow/PGI chandigarh/AIIMS New Delhi etc. Offer should be supported with supply order copy and copy of accredited of lab. If offer are not supported by above documents it will not be accepted.

Manager (Stores)  
Central Hospital,Dhanbad



**BHARAT COKING COAL LIMITED**  
( A Subsidiary of Coal India Limited )  
Office of the Chief of medical services  
Central Hospital, BCCL ,PO Jagjiwan Nagar,  
**DHANBAD-826003**

TENDER NO : BCCL/CHD/PC/ Path/ 10-11/1634

Dated:-02.04.2010

**DUE DATE & TIME FOR SUBMISSION—20.05.2010**

**UPTO :- 1.00PM**

**DUE DATE & TIME FOR OPENING----- 20.05.2010**

**AT :- 4.00PM**

**COST OF TENDER DOCUMENT ---Rs.1000=00**

**REQUIRED AMOUNT OF EARNEST MONEY – Rs. 32790.00 (2% of Estimated tender value)**  
(Please see clause no 10 & 12)

**OPEN TENDER ENQUIRY**

Documents issued to ----- ----- -----	If this Documents has been downloaded from our website part-III envelope (clause 9 © bearing required Bank Draft for the requisite. Tender fee must be enclosed along with the tender otherwise their offer shall be rejected out rightly without any reference, However, the content of the tender documents available for sale in our office shall be deemed as authentic. The responsible of errors & omissions in the downloaded documents will be with tender.
--	---

Dear Sirs,

**Sub: Notice Inviting Tender for Supply of Biochemistry for Semi auto analyzer & auto analyzer.**

1. Sealed tenders are invited in duplicate from proven manufacturers or their exclusively authorized sole selling agents (in case of imported products) authorized by their manufacturer to offer against this tender, for supply of **Biochemistry for Semi auto analyzer & auto analyzer.** to Central Hospital Dhanbad of BCCL as per annexure – “A”.

PROVEN MEANS THOSE MANUFACTURE OR EXCLUSIVELY AUTHORISED SOLE SELLING INDUSTRY WHO HAVE SUPPLIED TENDERED ITEMS(S) IN PAST TO (a) OEMOR (b) TO THE MINING INDUSTRY AND/OR TO THE OTHER INDUSTRIES (PRIVATE OR GOVERNMENT/PUBLIC SECTORE UNDERTAKING –INDIGENOUS OR GLOBAL) AGAINST REGULAR (FIRM) ORDER (NOT TRAIL ORDER) PLACED BY COMPANY’S HQ FOR THIS PURPOSE THE FIRM SHOULD SUBMIT AUTHENTICATED COPY OF SUCH PURCHASE ORDER RECEIVED BY THEM HOWEVER TRAIL ORDERS PLACED BY BCCL CO HQ.MAY BE CONSIDERED IF THE FIRM OBTAINS PROVENS STATUS ON PERFORMANCE BASIS AGAINST SUCH TRAIL ORDERS

FOR CONSUMABLES.

PROVEN MEANS THOSE MANUFACTURE OR EXCLUSIVELY AUTHORISED SOLE SELLING INDUSTRY WHO HAVE SUPPLIED TENDERED ITEMS(S) IN PAST TO TO THE MINING INDUSTRY AND/OR TO THE OTHER INDUSTRIES (PRIVATE OR GOVERNMENT/PUBLIC SECTORE UNDERTAKING –INDIGENOUS OR GLOBAL) AGAINST REGULAR (FIRM) ORDER (NOT TRAIL ORDER) PLACED BY COMPANY’S HQ FOR THIS PURPOSE THE FIRM SHOULD SUBMIT AUTHENTICATED COPY OF SUCH PURCHASE ORDER RECEIVED BY THEM HOWEVER TRAIL ORDERS PLACED BY BCCL CO HQ.MAY BE CONSIDERED IF THE FIRM OBTAINS PROVENS STATUS ON PERFORMANCE BASIS AGAINST SUCH TRAIL ORDERS

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

3. Tenderer may be deposited in person by the tenderer in the tender box kept at tender cell, purchase department, Office of the chief of medical services, Central hospital Dhanbad,PO Jagjiwan nagar,Dhanbad,or sent by post or courier to the above address. BHARAT COKING COAL LTD, however do not take any responsibility for loss of tender in transit.(i) A tender which has not been received on the due date and before the time of the opening of the tender, the same will not be considered. No relaxation in this respect will be entertained

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

5. The details of required items is at Annexure-A.

6. Quotation Against This tender enquiry must be submitted in the following way.

(i) A- Technical details with Technical specification – These should be in part –I(Techno-commercial

(ii) B - Commercial terms without price.

(iii) C Price only- It should be in part ii – Price Bid

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

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

©Part-III ( Applicable for those tenderes who will down loaded tender documents from our website)

In this case the intending tender must enclosed the requisite tender fee as Bank Draft from any schedule Bank drawn in favour of BHARAT COKING COAL LIMITED payable at Dhanbad in the part-III envelope. The envelope shall be sealed super scribed with tender number and due date of opening and must mark part-III.

The entire envelope containing the tender shall be properly sealed. Envelope stapled shall not be accepted. The name and address of the must also be indicated on the envelope.

All these three sealed envelope i.e part-I (Techno-commercial bid), part-II (price bid) and part-III (Tender fee) shall be kept in a bigger envelope giving details of the tender no. and due date of submission and opening along with name and address of the bidders.

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

8. Part - I (Techno commercial Offer) will be opened on 20.05.2010. the due date of tender opening in presence of the authorized representative of the attending bidders

NOTE.

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

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

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

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

11. **Earnest Money:**

c) An Earnest money of **Rs. 32790.00** in terms of Bank Draft of any schedule Bank drawn in favour of Bharat Coking Coal Limited payable at Dhanbad must accompany the Part I(Techno-commercial offer) otherwise offer shall be considered unresponsive.

d) If it is accompany 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 finalisation of the tender.

12. **Security money** – Successful tenderer are required to deposit security money in the form of Bank Draft of any schedule Bank drawn in favour of “BHARAT COKING COAL LIMITED” payable at Dhanbad of 10% value of the order(value means 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 is to be kept recorded for future dealings with them. EMD should be converted to security money which will be refunded to the firm within 30 days of execution of the contract. For unsatisfactory performance and/or contractual failure the security money shall be forfeited. Please confirm the acceptance of this clause clearly.



13. State /central Govt. Organization / PSU & valid DGS & D / NSIC registered( for tendered items), firm shall be considered for exemption for submission of EMD / Security money if they can produce documentary evidence.

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.

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

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

**16. 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 agencies 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) Firms who are manufacturer must submit their complete and valid NSIC/DGD & D registration certificate with the list of items. BIS licence / DGMS approval etc may also enclose if required.

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

(v). 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

(vi). 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 authorized signatory.

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

(viii). Erased and over written quotations will be summarily rejected unless corrections are authenticated with the tenderers signature.

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

(x). 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.

(xi) Bharat Coking Coal Limited reserves the right:-

“Purchase preference to be given to the Central Public Sector Enterprises (CPSEs) in line of Govt of Indis's guide line”

Not withstanding 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.

17.Commercial terms and conditions as per Annexure-B

**Encl: As above**

**Yours faithfully  
For & on behalf of Bharat Coking Coal Limited**

## **ANNEXURE- B**

### **COMMERCIAL TERMS:-**

#### **6. Part-I i.e. TECHNO COMMERCIAL OFFER**

Should contain the following (but not the price of any item):-

- i) Name and address of the original Manufacturer along with full details of the contacts persons, Telephone No, Fax No. , E. Mail address etc.
- ii) Details of order received giving the name of the buyer, their address and country, date of order and number/quantity item ordered and supplied. Specific details should be given regarding the item supplied with full address of the user , so that the same can be verified if felt necessary.
- iii) Details of collaborations, if any.
- iv) Details of After Sales Service to be provided , namely address of service depots , if any , strength of after sales service personnel and their qualifications and backgrounds.
- v) Details of Training offered, if any.
- vi) Details of quality control measures/stage inspections carried out .Accreditation of any approved std. quality control institute or organization may be indicated certifying the quality system of the bidder.
- vii) Details regarding location of the works. The purchaser reserves the right to inspect the works of the bidder . What are the facilities they will provide to carry out pre despatch inspection in stages of manufacturing process , if buyer wish to do so.
- viii) A statement certifying that the bidder accepts all the commercial terms and conditions of Bharat Coking Coal Limited given in this bid documents without any reservation what so ever.

#### **7. (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.
  - e) Ex-Works Price
  - f) Freight, Insurance, Packing & Forwarding charges on lump-sum basis.
  - g) Excise duty if applicable( It will be payable extra on Ex-works price basis)
  - h) Sales Tax(It will be payable extra as applicable)

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

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

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

2 (B) – Detail evaluation of financial bids.

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

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%	½%
1501Km - 2000 Km	4%	2%	½%
1001 Km -1500 Km	3%	2%	½%
501 Km – 1000 Km	2%	2%	½%
Below 500 Km	1%	2%	½%

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 & Insurance	12% of FOB value	10% of FOB value
2	Insurances Charges	1/2% of FOB value	½% of FOB value
3	Custom Duty	As applicable	As applicable
4	Port handling and clearance Charges , Inland transportation another 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”.

8. **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.
9. **ULTIMATE CONSIGNEE:-** The materials may be consigned to any of the depot of BCCL.
10. **PRICE VARIATION:** I) Only FIRM price shall be quoted .No price variation will be allowed during the pendency of the contract excepting for price fall clause.

#### 11. PAYMENT TERM;-

a) For indigenous supplies.

100% within 30 days of receipt and acceptance of the materials by the consignee or from the date of receipt of Bill, whichever is later by the consignee.

b) For imported supplies if Price is on FOB basis.

In case of imported items where the price is on F.O.B. value 90% will be paid against letter of credit. Balance 10% will be paid after receipt and acceptance of materials. Agency commission will be paid in Indian Rupee. Clearly indicate the quantum of Agency Commission included in the F.O.B Price.

7. Either the Indian Agent on behalf of the foreign principal or the foreign principal may directly bid in a tender but not both.

If an agent participates in a tender on behalf of one manufacturer, he should not quote on behalf of another manufacturer along with the first manufacturer for the same item.

8. In case of indigenous supplies, Tenderers are required to furnish the following details/information in the techno-commercial bid Part-I for transferring the Money to the supplier's account through e-banking while making payment

a Name of the Bank.

b.Name of the Branch with complete address.

c.Party's Account Style.

d.Party's nature of Account.

e.Party's Account Number.

In absence of above details / information offer may be liable to be considered unresponsive.

#### 9..DELIVERY:-

i) Required delivery schedule-

AS PER ANNEXURE- 'A' encl.(Within 30 days of supply order date)

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

iii) The delivery schedule quoted in the offer shall be firm and final. Delivery counted from the 10<sup>th</sup> date of the order. Failure to supply the material in time may attract penalty as per clause No. 9

#### 10.PENALTY FOR FAILURE TO SUPPLY IN TIME:- As per Appendix –I

##### 10(a) GUARANTEE / WARRANTY.

i)If the order is decided to be placed on the bidder, the bidder should confirm against the clause that in the even of any breakdown or failure of performance due to defects in materials, design, workmanship, spare parts etc. BCCL shall promptly notify the supplier in writing of any claims arising under this warranty. The repairs replacement or rectification work shall be carried out by the supplier at site at no cost to the purchase within 21 days of settlement of warranty claims.“At no cost to the purchaser” means, the supplier will have to bear all the expenses up to the destination site i.e. Ex-works prices, Excise duty, Sales tax, Insurance, Inland Transportation Charges etc. as applicable to ensure free delivery of warranty replacement at BCCL colliery sites.

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

ii) 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.

11. (b) SPECIAL GUARANTEE / WARRANTY – As per Annexure - A

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.

12. QUALITY CONTROL MEASURE

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

13. PRICE FALL CLAUSE:- As per Appendix -II

14. FORCE MAJEURE CLAUSE

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

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

b) For delays arising out of Force Majeure , the bidder will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither BCCL nor the bidder shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exists.

© If any of the force Majeure conditions exists in the place of operation of the bidder even at the time of submission of bid, he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.

15. INSPECTION & TESTS.

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

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

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

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

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

For Chief of medical services

**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 is the supply order, and in the event of breach of any terms and conditions mentioned in the supply order. Bharat Coking Coal Limited reserves the right:

( a) To recover from successful tenderer, as agreed liquidated damages, a sum not less than 0.5% (half percentage) of the price of the stores which successful tenderer has not been able to supply (for this purpose part of a unit supplied will not be considered) as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10%. Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division .

b) To purchase from 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 supplier must confirm the acceptance of this Penalty clause which will not be altered.

**PRICE FALL CLAUSE.**

**APPENDIX-II**

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

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

The bidder should confirm their acceptance of the above clauses..

CHECK- LIST

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

- |  |        |
|--|--------|
| 1. Whether the tenderer is a Manufacturer  | Yes/No |
| 2. Whether the tenderer is a exclusively authorized marketing outlet of a manufacturer   | Yes/No |
| 3. If the reply against(2) above is yes, then indicate name & full address of the Principal.                                     | 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. Acceptance of six months validity period as per clause No.3 of Annexure B of NIT  | Yes/No |
| 6. Whether quoted prices are FIRM/VARIABLE as per clause No.5of Annexure 'B' of NIT  | Yes/No |
| 7 Whether Price quoted is on FOR destination basis as per NIT  | Yes/No |
| 8 Whether Payment terms as per clause No.6 of Annexure 'B' of NIT accepted   | Yes/No |
| 9. Whether Liquidated damages & Risk purchase clause as per clause No.10 of Annexure 'B' of NIT accepted                         | Yes/No |
| 10. Whether acceptance of Price fall clause as per clause 15 of Annexure 'B' of NIT accepted                                     | Yes/No |
| 11. Whether banned or delisted by any Govt or Quasi Govt Agency/PSU  | Yes/No |
| 12. Pls. also see ADDITIONAL CHECK list  |        |



# **ADDITIONAL CHECK LIST FOR COMMERCIAL TERMS**

SL	Commercials Terms as per NIT	Required
1	Submission of original Tender specific authorization if dealer from your Manufacturer/Principal	To be submitted
2	Security-Money(Exemption allowed for State/Central Govt. Organization /PSU& DGS&D/NSIC registered for tendered items)	To be agreed for Submission upon Order placement
3	(a) Following head:- Please confirm that price in your price bid is given" with break up in (g) EX works price (h) Freight & Insurance, (i) P&F charges (j) ED if applicable (k) Sales Tax	Confirmation required (Without quoting Price) whether offer submitted by you covers the price break up as given at sr no 4(a)
4	Acceptance of Jurisdiction of Dhanbad Court and Jharkhand High Court in case of any legal disputes	To be agreed
5	Delivery Clause	To be agreed / Indicated
6	Acceptance of Force majeure clause	To be agreed
7	Inspection Clause as per NIT	To be agreed
8	Please confirm all other commercial terms as per NIT.	To be agreed
9	Submission of self attested Order copies for NIT Items	To be submitted
10	Bank Details	To be submitted
11	Ultimate Consignee	To be agreed
12	Price variation clause	To be agreed
13	Packing for Transit clause	To be agreed
14	Have you submitted tender fee or proof of payment of tender fee in part I as indicated in Annexure-B	To be checked
15	. Have you carefully prepared and signed with name & Designation and stamped the company's seal on all the pages of the tender document.	To be complied
16	Have you enclosed a blank format of price bid as quoted by you(Without Price) along with your offer with the confirmation that price bid have been carefully prepared and signed on all pages of the price bid.	To be complied
17	. Have you submitted the requisite EMD or have enclosed proper document Notarized as per NIT for exemption in submitting EMD.	To be agreed
18	Have you sought any deviation in commercial or technical parameters	To be complied
19	Please. Submitted sales / vat tax certificate	To confirmed

**IMPORTANT TERMS**

(A) All commercial terms of the NIT schedule must be accepted in toto. In case you deviate on any of the commercial terms of the NIT, that must be pointed out specifically.

(B) In case if the opening date of the tender falls on Holiday or on Saturday , the tender shall be opened at 4 PM on immediate next working day.

(C) This tender is fresh invitation to tenderers .

(D) VENUE OF TENDER OPENING:--OFFICE OF CMS,CHD

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

**Manager (Store)**  
**Central Hospital, Dhanbad.**

# ANNEXTURE -A

S.No	Name of items	Packing	Quantity Required
1	Blood Sugar (GOD/POD),end point	tests	20000 tests
2	Urea ( Kinetic)	tests	9000 tests
3	Cynmethaemoglobin with std,end point 1000 ml	tests	50000 tests
4	Uric acid ,end point	tests	500 tests
5	inorganic phosphatase -10 tests kit	tests	300 tests
6	Acid profile(same company for a,b,c)	tests	150 tests
7	<b>Lipid profile</b>		
	a-serum cholestrol (2 x 150 ml)	kit	15 kits
	b-serum triglycride (2 x 150 ml)	kit	15 kits
	c-HDL precipitata(10 ml)	kit	15 kits
8	Total protien/albimin with std ,end point 2x 150 ml	tests	500 tests
9	calcium (Arsenazo) end point 2x 75 ml	tests	800 tests
10	Billirubin end point 2x 250 ml	tests	3000 tests
11	Creatinine ( kinetic)	tests	25000 tests
12	Alkaline phosphatase ( kinetic)	tests	4000 tests
13	Amylase (kinetic)	tests	100tests
14	SGOT-2 x 150 ml (kinetic)	tests	3500 tests
15	SGPT (2 x 150 ml-kinetic	tests	2500 tests
16	CK-Nac (kinetic)	tests	750 tests
17	Ck-MB (kinetic)	tests	750 tets
18	LDH,kinetic	tests	1000 tests
19	<b>Quality control sera</b>	tests	
	(a)Level-1 12x 5 ml pack	kit	1 kit
	(b)Level-II 12x 5 ml pack	kit	1 kit
	<b>Reagents for autoanalyzer (Roche Hitachi 902</b>	tests	
20	Albumin	tests	1200 tests
21	Alkaline phosphate	tests	2000 tests
22	Triglycerine	tests	3000 tests
23	Amylase	tests	300 tests
24	Biliburin-Total	tests	3000 tests
25	Biliburin-Direct	tests	1000 tests
26	Calcium	tests	3000 tests
27	cholestrol	tests	3000 tests
28	Creatinine	tests	4000 tests
29	Glucose	tests	30000 tests
30	SGOT	tests	1000 tests
31	SGPT	tests	3000 tests
32	HDL-C Direct	tests	3000 tests
33	Total Protien	tests	1200 tests
34	Urea	tests	20000 tests
35	Uric Acid	tests	400 tests
36	Hbac	tests	400 tests
37	Haemolysing reagents for Hba/c	tests	400 tests
38	Phosphorus	tests	200 tests
39	RA quantitative with calibrators & controls -200 T packs	tests	400 tests
40	C-Reactive protien CRP,quantitative with calibrators and controls 100 T pack	tests	400 tests
41	Antistreptolysein -O(ASO),quantitative with calibrators and controls 100 T pack	tests	400 tests

42	Total iron	tests	400 tests
43	Ferritine	tests	400 tests
44	Total iron binding capacity (TIBC)	tests	400 tests
45	Trasferine saturations	tests	400 tests
46	Microalbumin with calibration	tests	1000 tests
	<b>Control &amp; consumable</b>		
47	Thermal printing paper 60 mm size	roll	200 roll
48	Thermal printing paper 56 mm size	roll	30 roll
49	Thermal printing paper 120 mm size	roll	50 roll
50	Thermal printing paper 80 mm size	roll	50 roll
51	Filter paper whatman's (Qualitative cycles) 90 mmX 100 circle	pkts	50 pkts
52	Tissue paper roll (Fine quality)	roll	400 roll

**Other important Terms and conditions;-Offer of only those bidders shall be considers.**

(A) Whose products have been satisfactory used in past at CHD

(B) Manufacture supplying reagents to NABC accredited labs or prestigious Govt. intuitions like SGPGI,Lucknow/PGI chandigarh/AIIMS New Delhi etc. Offer should be supported with supply order copy and copy of accredited of lab. If offer are not supported by above documents it will not be accepted.

Manager (Stores)  
Central Hospital,Dhanbad