



BHARAT COKING COAL LIMITED

(A Subsidiary of Coal India Ltd)
EXCAVATION WORKSHOP: SINIDIH
P.O.TUNDOO, DIST. DHANBAD
PIN - 828128
JHARKHAND

Phone: 0326-2392114

REF NO:-BCCL/EXCV/SWS/ 2010-11/ 851

Dt.20.11.10

To,

M/s BEML
KAMAL KUNJ
KOLAKUSMA, SARAIIDHELA
DHANBAD- 828127

To,

M/s LARSEN & TOUBRO
EARTH MOVING MACHINERY SERVICE
DEGUR AVENUE, KHOIRASOL
DURGAPUR- 713212

Sub: -- NIT for complete overhauling of 02 nos. Transmission applicable to D-355.DOZER.

Dear Sir,

Sealed quotation in Two BID, (i) Techno-commercial (ii) Price are invited from you for the job as given below:

Description	Identification (Transmission Sl. No.)	Qty
Complete overhauling and Testing of Transmission applicable to D-355 DOZER. The following is included in the scope of repair: - 1. Transmission 2. Transmission Pump	I) H&P329.B97 ii) 06815.	02 Nos.

Job Requirements: Complete overhauling of Transmission applicable to D-355. DOZER and testing of the overhauled transmission for its assured performance.

All the test certificate and data are to be submitted along with the repaired transmission.

Materials: All the assessed required spares should be BEML/KOMATSU make. The material should be as per the part no. of BEML/KOMATSU Part-Book. You have to certify the make of spares fitted.

Inspection of Job: Job wise/Transmission wise requirement of spares to be assessed at our end. You may inspect the jobs on any working day from 8.00AM to 4.30PM at Excavation Workshop, Sinidih, Dhanbad.

Other terms & Conditions: As per annexure-'A' enclosed.

Your sealed tender containing complete i) Technical & Commercial terms and ii) Rate with break-up consisting the description of spares, part no, Rate and Quantity in two separate sealed envelopes inside one sealed cover should reach the office of the undersigned on or before 13.12.2010 up to 12.00Noon.The opening date and time of your technical bid will be13.12.10 at 3.00 PM.

The opening date and time of your price bid will be confirmed after getting approval from competent authority.

.Thanking you.

Encl: As above.

Yours faithfully,

General Manager (Excvn)
Sinidih Excavation Workshop.

ANNEXURE-- 'A'
SINIDIH EXCAVATION WORKSHOP

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 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 technical literature, drawings etc. wherever DGMS approval is required a copy of valid DGMS and ISI license to be enclosed.

As proof of a regular supplier/repairer the tenderer must submit the supply/work order copies for the QUOTED ITEM and performance report if any. In case of copies of orders of CIL or its subsidiaries the rates and quantity should not be erased.

3. COMMERCIAL :

i) Will consist of ownership status; viz. company, partnership, Govt.Undertakings etc.

ii) Financial data: - PAN No.& Current Income tax clearance certificate, 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.).

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.

Those tenderers who still insist for a price variation clause in their bid, linked to the prices announced by the Govt.Bodies/PSUs only, they must indicate the logic of price variation and ceiling of variation. In such a case their quoted price shall be loaded with ceiling of price variation, for comparison purposes, to determine their rank in the price.

iv).Validity of Quotation: To be minimum 180 days from the date of opening of tender.

v) Delivery period: The delivery period to be mentioned in clear terms indicating commencement & completion of delivery. The overhauled transmission may be delivered in staggered manner.

vi) Warranty period: It should be 1 Year or 3000 working hrs. from the date of commissioning or 18 months from the date of delivery of the overhauled transmission. Performance bank guarantee for 10% of total landed order / consignment value to be deposited for the period of warranty plus for additional 06 months.

vii) Payment Terms: - 100% payment will be made with in 30 days after receipt & acceptance of consignment against submission of all required documents & performance bank guarantee. Payments may be made separately for separate jobs.

viii) Earnest Money: An earnest money of Rs.33346.50 i.e. @ 1% of the estimated landed value in terms of Bank Draft of any schedule bank drawn in favour of Bharat Coking Coal Limited payable at Dhanbad must accompany part-I (Techno-commercial offer) otherwise offer shall be considered unresponsive.

ix) Security money – Successful tenderer are required to deposit security money in the form of Bank Draft / Bank Guarantee of any schedule Bank of 10% value of the order (value means F.O.R destination price) within 21 days from the date of receipt of order. Bank Draft should be drawn in favour of “ Bharat Coking Coal Limited” payable at Dhanbad .In case they fail to deposit the same, the order shall be cancelled and the case shall be processed to order elsewhere and the firm's performance is to be kept recorded for future dealings with them. The security will be refunded to the firm within 30 days of satisfactory execution of the contract. (Execution of the contract means successfully completion of supply against the order) For unsatisfactory performance and/or contractual failure the security, money shall be forfeited. Please note that security money may be converted in to Performance Bank Guarantee wherever required.

ix) State/Central Govt. Organisation /PSU & Valid DGS&D/NSIC registered (for tendered items), firm shall be considered for exemption from submission of EMD/ Security money, if they can submit these documents after duly signed by Notary Public.

x) **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.**

Contd. to ---- P/2

PRICE BID (IN SEPERATE SEALED COVER)

- i) It will consist of prices of each item with description, part no, quantity for its job and the extension value of the item.
- ii) Service charges for its job to be offered.
- iii) **PRICE:** Unless otherwise specified else where in this document, the rates should be quoted item wise, Price must be quoted on landed price basis as per following details: -
 - a) Rate should be firm.
 - b) Packing and forwarding charges if any for overhauled job.
 - c) Sales tax
 - d) Any other taxes/duties (details to be furnished)
 - e) Road Transportation Charges (if any): To & fro transportation to be arranged by the firm along with insurance if required.
 - f) All unserviceable parts except perishable item to be return to the consignee.

4. Penalty. In the event of failure of the supplier to dispatch the ordered items 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 1\2% 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 upto 15% at discretion of management of BCCL."

5. AFTER SALE SERVICE: The firm to be given proper tag/ card bearing full details of item. The installation & commissioning may have to done by the firm.

6. PRICE FALL CLAUSE: i) Price charged for the item/s of this tender/ supply/work order shall in no case exceed the lowest price at which the firm sell/done or offer same item to any other customer during the tenure of the order / contract.

ii) In any case if the firm reduce the price or offered lower rate for same item to other customer that should be immediately intimated to us to enable us to amend the rate of order.

7. NEGOTIATION: Negotiation if required shall be done as per CVC circular.

8. INSPECTION: Inspection clause to be mentioned in details. Final inspection and acceptance to be made at consignee's end i.e. by representative of Sinidih Workshop.

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

10. BCCL reserves the right to accept or reject partly or fully or all the tenderers without assigning any reason thereof.

Yours faithfully,

General Manager (EXCVN.)
Sinidih Excavation Workshop

<bccl.doc>

LETTER OF PERFORMANCE GUARANTEE.

APPENDIX-III

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

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

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

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

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

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

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

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

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

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

For ----- Bank Limited

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

FOR PAYMENT TO SUPPLIERS/ CONTRACTORS

IN TRIPLICATE

**PROFORMA FOR COLLECTING PAYMENT THROUGH ELECTRONIC MODE INCLUDING
ELECTRONIC FUND TRANSFER (EFT) & ELECTRONIC CLEARING SYSTEM (ECS)**

(To be submitted in triplicate)

1.	VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S NAME & ADDRESS : (with Telephone No & Fax No) :	
2	PARTICULARS OF BANK ACCOUNT:	
	A. BANK NAME :	
	B. BRANCH NAME : (Including RTGS CODE)	
	ADDRESS :	
	TELEPHONE NO AND FAX NO :	
	C. 9-DIGIT CODE NUMBER OF THE BANK & BRANCH : (Appearing on the MICR cheque issued on the bank) or 5- digit code No of SBI	
	D. ACCOUNT TYPE : (S.B. Account/Current Account OR Cash Credit with code10/11/13	
	E. LEDGER NO/LEDGER FOLIO NO :	
	F. ACCOUNT NUMBER(CORE BANKING) & STYLE OF ACCOUNT : (As appearing on the Cheque Book)	

4. DATE OF EFFECT

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or in correct information, I would act hold the user institution responsibility. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the scheme. Any bank charges levelled by the bank of such e-transfer shall be Born by us.

Date:-

(.....)
Signature of the Customer/Vendor/
Supplier/Contractor

Certified that the particulars furnished above are correct as per our records.

(.....)
Signature of the Authorized Officials from
the bank