Bharat Coking Coal Limited A Mini Ratna Company (A Subsidiary of Coal India Limited- A Maharatna Company) Regt. Off: **Koyla Bhawan, Koyla Nagar Dhanbad-826005** CIN :U10101JH1972GOI000918		**Bharat Coking Coal Limited** **Office of the General Manager** **Purchase Department** **Putkee Balihari Area Office** **Po- Kusunda, Dhanbad-828116** **Phone: 0326-2230181/9470599317** **Website: www.bcclweb.in**

Under jurisdiction of Dhanbad Court only.

TENDER NO – PBA/PUR/2019-20/WS/**67** Date **26.09.2019**

DUE DATE & TIME FOR SUBMISSION- **18.10.2019** upto 1:00 PM

DUE DATE & TIME FOR OPENING- **18.10.2019** at 3:00 PM

ESTIMATED VALUE - **Rs 1,74,982.00**

COST OF TENDER DOCUMENT – RS. **Not Applicable**

REQUIRED AMOUNT OF EARNEST MONEY – **RS. 3500.00** **(Refundable)**

(Please see clause no.10 & 12)

TENDER PAPER ISSUED FROM - **27.09.2019 to 17.10.2019**

SECURITY MONEY – IT MAY BE ACCEPTED IN TERMS OF BANK GUARANTEE ALSO OF ANY SCHEDULE BANK (REF CLAUSE NO.- 11)

TENDER ENQUIRY

Document issued to: …….. …….. …….	~~If this Tender Document has been downloaded from our website Part III envelope (Clause 7[c] bearing required Bank Draft for the requisite Tender Fee must be enclosed along with the tender with company seal & signature otherwise their offer shall be rejected out rightly without any reference. However, the contents of the tender documents available for sale in our office shall be deemed as authentic .The responsibility of errors & omissions in the downloaded documents will be with tenderer. This is also applicable if the document is purchase from office.~~

Dear Sirs,

Sub: Notice Inviting Tender for supply of **Digital earth leakage relay with CBCT range 0.1A to 9.99Amp time 1 sec to 60 sec 110V etc.**

Sealed tenders are invited only from the proven sources / manufacturers or their authorised sole selling agents / distributors authorised by their manufacturer /proven means sources having supplied same/similar item in BCCL/Govt.Agency/CIL in past within 5 years (photocopy of order copy with challan have to be enclosed in Part – I Bid), All Micro and Small Enterprises (MSMe) who are having Udyog Aadhar memorandum should be given all benefits available under Procurement Policy for MSMe Order 2012 and 2016, sources to offer against this tender for supply of **Digital earth leakage relay with CBCT range 0.1A to 9.99Amp time 1 sec to 60 sec 110V etc.** to BCCL as per annexure – "A".

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

3. Tenderers may be deposited in person by the tenderer in the Tender Box kept at Tender cell, Purchase Department, Office of General Manager, P.B.Area P.O.Kusunda, Dist: Dhanbad or sent by post or courier to the above address. Bharat Coking Coal Limited, however, do not take any responsibility for loss of tender in transit. A tender, which has not been received on the due date and before the time of submission of the tender, no relaxation in this respect will be entertained.

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

5. ~~Tender documents/forms purchased by one firm are not transferable to another firm~~.

6. The tender document is divided into the following parts:
   - i) Annexure ' A' - Technical specification
   - ii) Annexure ' B' - Commercial terms without price.

iii) Annexure ‘ C ’ - GST Submission clause
iv) Annexure ‘D’ - Check List

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

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

Sealing of all the envelopes must be ONLY by sealing wax embossed with the logo or monogram of the tenderers . The name and address of the bidder must also be indicated on the envelopes. Please note that envelopes sealed by only Gum or stapled shall not be accepted.

All these three sealed envelopes i.e. “Part – I ” [Techno-commercial bid] , “Part- II ” [Price bid] ~~and “Part – III ” [Requisite tender fee as indicated in the tender notice]~~ should be kept in a bigger envelope giving details of the tender No. and due date of opening.

~~In absence of “Part III” envelope offer shall be rejected out rightly without any reference for those tenderers who have down loaded the tender documents from our website.~~

8. Part - I (Techno commercial Offer) ~~and “Part – III” (Tender fee)~~ will be opened on **18.10.2019** the due date of tender opening in presence of the authorised representative of the attending bidders

NOTE.

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

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.

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

10. Earnest Money:

a) An Earnest money of 2% **(Rs.3500.00)** of the tender value in form 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.

11. 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 or in the form of Bank Guarantee should be submitted on Rs. 250/- non-judicial stamp paper of a Public Sector Bank 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. Security will be refunded to the firm within 30 days of execution of the contract for unsatisfactory performance and/or contractual failure security money shall be forfeited.

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

12. State/Central Govt. Organisation /PSU & Valid DGS&D/NSIC/ANCILLARY/MSME registered (for tendered items) , firm shall be considered for exemption for submission of EMD only ,if they can produce documentary evidence.

13. 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 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 & no further clarification on technical commercial aspects may be entertained.

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

(iv). 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 alongwith other pages of the offer should be signed and stamped by company's authorised signatory.

(v). All pages of downloaded/purchase tender documents should be signed and have company's seal & RE-SUBMITTED WITH OFFER OTHERWISE TENDER SHALL BE LIABLE FOR REJECTION OUT RIGHTLY.

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

(vii). 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.

(viii) Bharat Coking Coal Limited reserves the right:-
" Purchase preference to be given to the Central Public Sector Enterprises (CPSEs) in line of Govt of India's guide line ".

(ix) Norms of Award of Contract to BCCL, Ancillary units shall be applicable subject to documentary evidence.
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. Submission of return of GST clause (taxes and duties & input tax credit) as per Annexure – C.
Encl: As above

18. **MSME Enterprises:-**
As per provision of Micro, Small and Medium Enterprises Development Act, 2006, The vendors should confirm their Registration Number along with the name of their Registration Authority. They should also attaché a duly self-certified copy (certify the Chief Executive of the Enterprises) of the valid registration certificate with each invoice against each dispatch of all purchase order.

"25% of the tendered quantity shall be reserved for procurement from participating Micro & Small Industries subject to their quoting price within the price band of L-1 + 15% and bringing down their price to L-1 price in a situation L-1 price is from someone other than a Micro and Small enterprises, the supply shall be shared proportionately (to tendered qty.)

Out of 25% of the this quantity, 4% shall be procured from Micro & Small Enterprises owned by SC & ST entrepreneurs provided they met the tender requirement and L-1 price. In event of failure of such Micro & Small Enterprises to participate in tender process of meet tender requirement and L-1 price this 4% requirement earmarked for Micro & Small Enterprises owned by SC / ST shall be met from other Micro & Small Enterprises.

Special provision for Micro and Small Enterprises owned by women. Out of the total annual procurement from Micro and Small Enterprises, 3% from within the 25% target shall be earmarked for procurement from Micro and small Enterprises owned by women.

The form has to submit a copy of Entrepreneurs memorandum certificate i.e. EM – Part -2 issued by district industries Centre to claim their status as “MICRO” & “SMALL” Entrepreneurs. “SC” & “ST” Entrepreneurs has to submit necessary cast certificate issued by State Authorities.

All Micro and Small Enterprises (MSMe) who are having Udyog Aadhar memorandum should be given all benefits available under Procurement Policy for MSMe Order 2012. The registration acknowledgement/copy for the same duly notorised to be submitted along with the offer.

Yours faithfully
For & on behalf of Bharat Coking Coal Limited

Annexure – A

Sl. No.	Description of Materials	Unit	Quantity
1.	Digital earth leakage relay with CBCT range 0.1A to 9.99Amp time 1 sec to 60 sec 110V	No.	04
2.	Copper contact fixed type 400 Amp	No.	28
3.	Moving contact for 11KV switch	No.	06
4.	415V coil for ML-12 contactor	No.	02

Note:- ***Please mention the MAKE of quoted items.***

Area Manager (MM)
P.B. Area

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.

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

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

a) Net Ex-works (Basic Price) For Indian Manufacturers or Net Indian Port/Warehouse Price (For Sole Selling Indian Agent).
b) CGST, SGST or IGST or UT-GST (as per prevailing GST ACT, 2017 and rule thereon) on the date of offer
c) Freight charges - as indicated by the bidder.
d) Insurance charges - as indicated by the bidder.
e) Any other taxes / duties as legally leviable and spelt out clearly by the bidder.
f) Any other charges submitted by the bidder in the price bid.
g) Total Landed Cost (total of price elements – a to g above).

NOTE: - 1. Please confirm in the technical bid Part-I that their rate is not inclusive of Good Service tax otherwise their offer may be ignored. However if their rate is inclusive of Good Service tax they must indicate the applicable rate of Good Service tax 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 GST 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
iv) 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 and other miscellaneous charges	5% of FOB value	5% of FOB value

To arrive the FOR destination Price in Indian Rupees , the exchange rate published in National Newspaper applicable on the date of opening of Price Bids will be taken. The applicable rate will be "Selling BC Rate".

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

4. ULTIMATE CONSIGNEE:- The materials may be consigned to the Depot Officer, P.B. Regional Store, P.O. Kusunda.

5. 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.

6. PAYMENT TERM;-

a) For indigenous supplies.

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

b) For imported supplies if Price is on 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 Payment to the supplier's account through e-banking.

a. Name of the Bank.
b. Name of the Branch with complete address.
c. Party's Account Style.

d. Party's nature of Account.
e. Party's Account Number.
f. Self Attested Copy of PAN/GST with Company Seal.
g. Name of Proprietorship of firm

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

9..DELIVERY:-

i) Required delivery schedule- within **30(Thirty) days**. Early delivery will be appreciated.
Delivery will be at Regional Store, P.B. Area.
ii) The bidder should be in a position to supply in specific delivery period at least 25% of the total quantity of the tender , otherwise offer shall be considered unresponsive.
iii) Delivery will be counted from the date of receipt of the order. Failure to supply the material in time may attract penalty as per clause No. 10

10.PENALTY FOR FAILURE TO SUPPLY IN TIME:

- As per Appendix -I

11. (a) GUARANTEE/WARRANTY/PERFORMANCE BANK GUARANTEE
(For Equipment only)

i)) The item will be warranted against any manufacturing defects/workmanship for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance. Any defect observed on this account shall be attended to immediately and in no case beyond a period of one month. For specific warranty on assemblies and sub-assemblies, details given in Technical specification may be referred to.
ii) Special Warranty Clause:- If the order is decided to be placed on the bidder, the bidder should confirm against the clause that in the event of any breakdown or failure of performance due to defects in materials, design, workmanship, spare parts etc. BCCL shall promptly notify the supplier in writing of any claims arising under this warranty. The repairs replacement or rectification work shall be carried out by the supplier at site at no cost to the 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, GST, 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.

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

iv) A performance Bank Guarantee on Scheduled / Nationalised Bank in India valid for 18 months from the date of receipt/acceptance for 10% value of the order as a coverage towards the supplier's performance against the contract (in the standard format Appendix- III enclosed herewith) , must be submitted within 20 days of placement of order. No payment will be made without submission of the performance bank guarantee. The order value means F.O.R. destination price including taxes duties , transportation & insurance charges and other charges. The performance bank guarantee is required in case of supply of equipment.

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

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

12. PACKING FOR TRANSIT.

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

withstand , without limitation , rough handling during transit . Packing case size and weights shall take into consideration , where appropriate , the remoteness of the goods final destination and absence of heavy handling facilities at all the points in

transit. The packing , marking and documentation within and outside the package shall comply strictly with such special requirement as shall be expressly provided for in the order.

13. QUALITY CONTROL MEASURE

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

14. PRICE FALL CLAUSE:

- As per Appendix -II

15. FORCE MAJEURE CLAUSE

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

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

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

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

16. 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.

PENALTY FOR FAILURE TO SUPPLY IN TIME

APPENDIX-I

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 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 cancelling 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.

APPENDEX – III

PROFORMA FOR DECLARATION TO BE SUBMITTED BY THE TENDERER ON COMPANY PAD

DECLARATION

I _____ Partner/Legal Attorney / Accredited Representative of M/s _____, solemnly declare that :

1. We are submitting our offer _____ _____ against Tender Notice No. _____ dt. _____.

2. None of the Partners of our firm is relative of employee of Bharat Coking Coal Limited
3. All Information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Tender is complete, correct and true.
4. All documents/credentials submitted along with this Tender are genuine, authentic, true and valid.
5. If any information and document submitted is found to be false/incorrect any time, department may cancel my Tender and action as deemed fit may be taken against us, including termination of contract, forfeiture of all dues including Earnest Money and banning / delisting of our firm and all partners of the firm etc.
6. NSIC certificate if any copy is attested by SELF.

Signature of the Tenderer with seal

Date: _____

ANNEXURE- "C"

1. **INPUT TAX CREDIT:** BCCL IS ENTITLED TO AVAIL INPUT TAX CREDIT ON ACCOUNT OF CGST, SGST, IGST FOR INDIGENOUS PRODUCTS, IGST FOR IMPORTED PRODUCTS. HENCE, SET OFF ALLOWED AGAINST CGST, SGST, IGST AS PER RELEVANT TAX ACT SHALL BE CONSIDERED FOR DETERMINING TENDER STATUS FOR WHICH BIDDERS SHALL AGREE TO SUBMIT FOLLOWING DOCUMENTS, AT THE TIME OF SUPPLY, ALONG WITH THEIR BILLS FOR ENABLING BCCL TO INPUT TAX CREDIT.

i. Invoice issued by the supplier should contain following elements as per Section 31 of CGST ACT, 2017 and GST Invoice, Credit and Debit Note Rules, 2017
   - name, address and GSTIN of the supplier;
   - a serial number of Invoice (should not be hand-written)
   - date of its issue;
     name, address and GSTIN or UIN;
   - name and address of the recipient and the address of delivery, along with the name of State and its code;
   - HSN code of goods or Accounting Code of services;
   - Description and quantity of goods or services, total value of supply of goods or services or both;
   - taxable value of supply of goods or services or both taking into account discount or abatement, if any;
   - rate of tax as well as amount of tax; (central tax, State tax, integrated tax, Union territory tax or cess)
   - Place of supply along with the name of State, in case of a supply in the course of inter-State trade or commerce;
   - Address of delivery where the same is different from the place of supply;
   - whether the tax is payable on reverse charge basis; and
   - Signature or digital signature of the supplier or his authorized representative.

ii. Vendors / service providers should show CGST, SGST or IGST element separately in their offer and invoice should be raised as per GST Invoice Rule and GST Input Tax credit rules.

iii. Bidder has to submit a declaration on invoice or as separate Annexure along with that CGST, SGST or IGST as mentioned in Invoice has been deposited and Prescribed return has been uploaded on GST Portal as per the provision of GST Act and rules thereon.

iv. GST Registration Number of BCCL is 20AAACB7934MFZB. Kindly note that the above mentioned IDs are provisional ID and when GST authority issues final registration certificate, the same shall be indicates. In case Supply Contract is concluded on you, your bills (cenvatable) should bear this number to enable BCCL to claim INPUT TAX CREDIT.

v. Amount of Statutory levies like CGST, SGST or IGST will be released when the same will appear in GSTR-2 of BCCL in the common portal of GST.

vi. In case of Motor Vehicle, if TCS will be collected, bidder will issue TCS Certificate in prescribed form i.e. 27D.

2. **TAXES & DUTIES**:

Percentage / Specified amount of Taxes and duties should be clearly mentioned otherwise, BCCL reserves the right to reject such offers. Taxes and duties applicable on the date of Price-bid opening will be considered for calculating landed price for comparison /status purpose against this tender.

a. CGST and SGST: if bidder is having local office/warehouses in the state of supply and is having valid GSTIN number in that state, then CGST and SGST if applicable will be payable extra as per prevailing GST Act and Rules only in case of Intra state supply. Refund, credit, if any, obtained of CGST and SGST shall be passed on to BCCL which shall be certified by the Auditor of the supplier at the time of supply.

b. IGST: if bidder is supplying goods from other than the state of supply and not having any office/warehouses in the state of supply then IGST if applicable will be payable extra as per prevailing GST Act and Rules only in case of Intra state supply. Refund, credit, if any, obtained of IGST shall be passed on to BCCL which shall be certified by the Auditor of the supplier at the time of supply.

c. The legally applicable rate of TAX should be clearly mentioned in the commercial bid and the rate in the price bid.

d. Delivery is to be effected on door delivery basis thus successful bidder will have to arrange the prescribe E-Way bill at their end

ANNEXURE- "D"

CHECK- LIST

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

1. Whether the tenderer is a Manufacturer/Proven source / authorised Sole selling agent 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.
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 180 days offer's 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 14 of Annexure 'B' (Appendix II) of NIT accepted Yes/No
11. Whether banned or delisted by any Govt or Quasi Govt Agency/PSU Yes/No
12. Whether downloaded tender document enclosed With offer authentic company seal & signature Yes/No.
13. Whether you have accepted commercial Terms & Conditions & clause no. 17 as per annexure C. Yes/No
14. All documents submitted by bidder is Self attested Yes/No.

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

SIGNATURE OF THE TENDERER
WITH SEAL & STAMP