

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

Dhanbad: 826003(Jharkhand) (Fax No- 0326-2224278)

TENDER NO: - BCCL/CHD/Electrical / 1(5)11 / 4276

Dt. 25.7.2011

TENDER-NOTICE

Sealed Tenders are invited from Proven Manufacturers or their exclusively authorized sole selling agents authorized by their manufacturer to offer against this tender for supply of **Electrical fitting/fixtures and other E&M items** to the Central hospital, Dhanbad for the period of **ONE YEAR**. Tender for **Electrical fitting/fixtures and other E&M items** will be received up to **26.8.2011 at 1.00 PM** and will be opened on schedule date at **4 PM** in presence of attending tenderers or their authorized representatives. Tender must be submitted in two bids system super scribed on the envelop of the tenders number for which tender is submitted.

Tender forms with detail Terms-Conditions and specification of items can be had from the office of the under signed on any working day between 10.30 AM to 01.30 PM on up to one day before the stipulated due date of opening. on cash payment of tender fee (Non refundable.) Down Loaded Tender shall also be accepted if it is accompanied with requisite tender fee in form of Bank Draft in favour of Bharat Coking Coal Ltd payable at Dhanbad.

	Tender No	Name of Item	Estd Value	EMD	Tender Fee	Due Date of
SL						opening of
						Tender
1	BCCL/CHD/Elec	Electrical fitting/fixtures	6.70 lakhs	13,400.00	1000.00	26.8.2011
	trical/ 1(5)11	and other E&M items				
	dt.					

Sale of tender paper shall starts from :- 5.8.2011

Last date of sale of tender documents :-25.8.2011 i.e. One day before the stipulated due date of opening.

Tender shall be received upto :-26.8.2011 at 1.00 P.M and shall be opened on the same day at 4.P.M.

VENUE OF TENDER OPENING :- Office of the Chief of Medical Services, CHD.

COST OF TENDER DOCUMENTS &

Required Amount of Earnest Money :- Rs.1000.00 (One Thousand)only.

The undersigned reserved the right to accept or reject any or all the tenders either in part or full, without assigning any reason thereof.

Chief of Medical Services Central Hospital Dhanbad

For More details visit our website:- http://bccl.cmpdi.co.in or bccl.gov.in.



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

(Fax No- 0326-2224278)
(Under jurisdiction of Dhanbad Court & Jharkhand High court only)

DUE DATE & TIME FOR SUBMISSION:- 26.8.2011 UPTO:- 1.00PM

DUE DATE & TIME FOR OPENING:- 26.8.2011 AT:- 4.00PM

COST OF TENDER DOCUMENT - Rs 1000=00

TENDER NO: BCCL/CHD/Electrical/1(5)11/4276

REQUIRED AMOUNT OF EARNEST MONEY - Rs 13,400=00

OPEN TENDER ENQUIRY

Dated:- 25.7.2011

ent has been downloaded from our website Part-III
pearing required Bank Draft for the requisite Tender
along with the tender otherwise their offer shall be
without any reference.However,the contents of the
ailable for sale in our office shall be deemed as assibility of errors & omissions in the downloaded
tenderer

Dear Sirs,

Sub:- Notice Inviting Tender for Supply of Electrical fitting/fixtures and other E&M items for CHD.

Sealed tenders are invited in duplicate only from the proven manufacturers or their exclusively authorised sole selling agents authorised by their manufacturer to offer against this tender. for supply of **Electrical fitting/fixtures and other E&M items to Central Hospital Dhanbad of BCCL** as per detailed specifications at Annexure –A

PROVEN MEANS THOSE MANUFACTURERS OR EXCLUSIVELY AUTHORISED SOLE SELLING AGENTS. WHO HAVE SUPPLIED TENDERED ITEM(S) IN PAST. TO (a) OEM OR (b) TO THE MINING INDUSTRY AND/OR TO THE OTHER INDUSTRIES(PRIVATE OR GOVERNMENT/PUBLIC SECTOR 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 ORDERS RECEIVED BY THEM.HOWEVER TRAIL ORDERS PLACED BY BCCL CO.HQ. MAY BE CONSIDERED IF THE FIRM OBTAINS PROVEN STATUS ON PERFORMANCE BASIS AGAINST SUCH TRAIL ORDERS

PROVEN MEANS THOSE MANUFACTURERS OR EXCLUSIVELY AUTHORISED SOLE SELLING AGENTS WHO HAVE SUPPLIED TENDERED ITEM(S) IN PAST TO THE MINING INDUSTRY AND/OR TO THE OTHER INDUSTRIES(PRIVATE OR GOVERNMENT/PUBLIC SECTOR 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 ORDERS RECEIVED BY THEM.HOWEVER TRAIL ORDERS PLACED BY BCCL CO.HQ. MAY BE CONSIDERED IF THE FIRM OBTAINS PROVEN STATUS ON PERFORMANCE BASIS AGAINST SUCH TRAIL ORDERS

- 2. The offers are to be submitted before the closing date and time as mentioned above.
- 3. Tenderers may be deposited in person by the tenderer in the Tender Box kept at the MM Department ,, office of the CMS, CHD, Bharat Coking Coal Limited , Jagjivan Nagar 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 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. 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' 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 be marked 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 be marked Part II.
- (c) "Part III" [Applicable for those tenderers who will down load tender documents from our web site.]
- In this case the intending tenderer must enclose 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 be marked "Part-III".
- All the above three envelopes containing the tender shall be properly sealed. Envelopes. Stapled shall not be accepted. The name and address of the bidder must also be indicated on the envelopes. Please note that envelopes 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 submission and opening along with the name and address of the bidder.
- 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 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.
- 09. The price bids i.e. Part- II of only those tenders whose Part- I is found to be technocommercially 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 13,400=00 (Rupees thirteen thousand four hundred)only in terms of Bank Draft of any scheduled bank drawn in favour of Bharat Coking Coal Limited payable at Dhanbad must accompany the part –I (Techno commercial Offer) otherwise the offer shall be considered unresponsive.
- (b) If it accompanies the part –II (Price bid) it will be presumed that the tenderer did not deposit the requisite earnest money and their offer shall be considered unresponsive. For un successful tenderer earnest money shall be refunded immediately finalization of the tender.
- 12. Security money Successful tenderer are required to deposit security money in form of Bank Draft of any schedule bank drawn in favour of Bharat Coking Coal Limited payable at Dhanbadof 10 % value of the order (value means FOR destination price) within 15 days from the date of receipt of order otherwise supply order shall be cancelled and firms 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 un satisfactory performance and or contractual failure the security money shall be forfeited. Please confirm the acceptance of this clause clearly.

State/ Central Govt Organisation /PSU & valid DGS&D / NSIC (registered for tendered items) firms shall be considered for exemption for submission of EMD/ Security money, 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 AND JHARKHAND HIGH COURT ONLY.

IMORTANT NOTE:.

- (i). The agencies are requested to go through all the Annexure-C 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). 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.
- (iv). 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
- (v). 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.
- (vi). 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
- (vii). Erased and over written quotations will be summarily rejected unless corrections are authenticated with the tenderers signature.
- (viii). BCCL reserves the right to increase or decrease the tendered quantity against any/all the items of the tender
- (ix). The tenderer must submit separate sheet in Part 'l' (Techno-commercial offer) indicating any deviation in their offer from the Technical and Commercial terms specified/required.
- (x).offer of those tenderers will not be considered commercially acceptable who did not successfully execute previous order placed on them by BCCL despite giving commercial notice and against whom penal action have been initiated for breach of contract.
- (xi). In case a firm is proven for a sub-assly of any particular Equipment, it will be considered proven for components of that particular sub-assly of the Equipment only.
- (xii) Purchase Preference Policy as per Govt.of India's office memorandum no. DPE 13(12)/2003-Fin.Vol II dt.18th July 2005 valid upto 31/03/2008 is applicable for any Govt.Dept/PSU tender. It is applicable to contracts of value of 5.0 crore and above but not exceeds 100.00 crore.
- (xiii). As per Central Vigilance Commission (CVC) guide lines,no post tender negotiations may be held except in case of Proprietary Purchase or for items with limited source of supplies (negotiation in such case may be held only with L-1 / preferred L-1 vendor)
- (xiv). If L-1 tenderer do not have adequate capacity to supply full quantity tendered, the uncovered quantity order may be distributed to L-2 tenderer at L-1 rate.

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.

Encl: As above Yours faithfully

For & on behalf of Bharat Coking Coal Limited

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 dispatch inspection in stages of manufacturing process, if buyer wish to do so.
- viii) A statement certifying that the bidder accepts all the commercial terms and conditions of Bharat Coking Coal Limited given in this bid documents without any reservation what so ever.
- 2. (A) PART II i.e. PRICE BID should contain the following:
 - i) Rate (Prices) must be quoted FIRM & FOR Destination basis with the following break up.
 - a) Ex-Works Price
 - b) Freight ,Insurance ,Packing & Forwarding charges on lump-sum basis.
 - c) Excise duty if applicable(It will be payable extra on Ex-works price basis)
 - d) Sales Tax(It will be payable extra as applicable)
- NOTE: 1. Please confirm in the technical bid Part-I that their rate is not inclusive of sales tax otherwise their offer may be ignored. However if their rate is inclusive of 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 dispatching 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%	1/2%
1501Km - 2000 Km	4%	2%	1/2%
1001 Km -1500 Km	3%	2%	1/2%
501 Km – 1000 Km	2%	2%	1/2%
Below 500 Km	1%	2%	1/2%

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".

- 3. VALIDITY:- The offer must be valid for acceptance for a period of 6(Six) months from the date of opening tender. Offers will not be permitted to be withdrawn during this period.
- 4. ULTIMATE CONSIGNEE:- The materials may be consigned to any of the depot of BCCL.
- 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 technocommercial 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.
- 9..DELIVERY:-
- i) Required delivery schedule-

Sl.no	Item	Delivery Schedule
1	AS PER ANNEXURE- 'A'	Within 30 days which will be reckoned from 7 th day of dispatch of the order.

- 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 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. 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)T o 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 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 2. Whether the tenderer is a exclusively authorized	Yes/No
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
	163/110
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.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'C' of NIT accepted	Yes/No

10.Whether acceptance of Price fall clause as per clause 15 of Annexure'C' 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	
No.		-	
1	Submission of original Tender specific authorization of Manufacturer/Principal company, if quotation is submitted by dealer.	To be submitted	
2	Security-Money as per NIT (Exemption allowed for State/Central Govt. Organization /PSU& DGS&D/NSIC registered for tendered items)	To be agreed for Submission upon Order placement	
3	Submission of <i>Notary certified</i> copy of valid registration of BIS/DGS&D/DGMS/NSIC etc if Manufacturer	To be submitted if applicable	
4	 (a) Please confirm that price in your price bid is given" with break up in following head (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) to 4(f)	
	Acceptance of Jurisdiction of Dhanbad Court and Jharkhand High Court in case of any legal disputes	To be agreed	
6	Delivery Clause	To be agreed / Indicated	
7	Acceptance of Force majure clause	To be agreed	
8	Inspection Clause as per NIT	To be agreed	
9	Please confirm acceptance of all other commercial terms as per NIT.	To be agreed	
10	Submission of self attested Order copies for NIT Items	To be submitted	
11	Bank Details of Tenderer	To be submitted	
12	Ultimate Consignee clause as per NIT	To be agreed	
13	Price variation clause as per NIT	To be agreed	
14	Packing for Transit clause as per NIT	To be agreed	
15	Have you submitted tender fee or proof of payment of tender fee in part I as indicated in Annexure-B	To be checked	
16	. 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	

17	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
18	Have you submitted the requisite EMD or have enclosed proper document Notarized as per NIT for exemption in submitting EMD.	To be Checked
19	.Have you sought any deviation in commercial or technical parameters	To be agreed / Indicated
20	Please. Submit sales / vat tax certificate/ TIN	To be submitted

ANNEXURE-A

TECHNICAL DETAILS OF ITEMS AGAINST TENDER NO: – BCCL/CHD/Electrical/ 1(5)11/DUE ON 26.8.2011

dt.

Annexure-A

			1		
CLM		36.1	Quantity	Rate per	m . 177.1
Sl.No.	Description of Articles	Make	required	Unit	Total Value
1	Capacitor for Metal Halide lamp		15		
2	Outdoor type 85 watt CFL complete fitting without bulb		10		
3	Bulb(CFL) for 85 watt CFL complete fitting		15		
4	Switch socket combined (plain) 15/16 amps		60		
5	Switch socket combined with fuse & indicator (5 in 1) 15/16 amps		48		
6	Socket (Piano) 15/16 AMP		60		
7	Switch Piano type 15/16 AMP		60		
8	Top (3 Pin plug) 5/6 amps		26		
9	Top (3 Pin plug)15/16 amps		115		
10	Kettle Element 1500 watt 220v		15		
	Ballast for METAL Halide Lamp				
11	250/400watt		10		
12	Ignitor METAL Halide Lamp 250/400watt		10		
13	CFL 5 watt		50		
14	Bulb for METAL Halide Lamp 250watt		10		
15	Bulb for METAL Halide Lamp 400watt		5		
16	PVC. pendene Holder		100		

17	PVC. batten Holder	50	
18	PVC. angle Holder	50	
19	Rotary holder for tube light	200	
	E.S. holder procelain base siutable for		
	400/250 watt metal halide lamp/SV		
20	lamp/MV lamp	10	
	E.S. holder procelain base sutable for 125		
21	watt M.V./70 watt/ Metal Halide lamp.	10	
	Pin type holder porcelain base suitable for		
22	100/200 watt bulb	40	
	PVC insulated Copper conduct or single		
23	core Cable (Roll)		
	a. size 1 sq mm	20	
	b. size 2.5 sq mm	20	
	c. size 6 sq mm	4	
	d. size 10 sq mm	4	

	PVC Copper 3 core round cable 1.5 sq mm		
24	(90 MTR.coil)		
	PVC insulated Copper 3 core round cable		
25	size- 2.5 sq mm (90 MTR. Coil)	4	
	TPN MCB DB prewired single door 18		
26	way	5	
27	Switch (Piano) 5/6 amps	250	
28	Socket (Piano type) 3/5 pin 5/6 amps	250	
29	O.T. bulb 24 volt 70 watt (for MOT)	40	
30	Single pole MCB		
	a. 6 amps	50	
	b. 10 amps	50	
	c. 16 amps	50	
	d. 20 amps	60	
	e. 32 amps	40	
	f. 63. amps	40	
31	MCB isolator double pole		
	a. 20 amps	20	
	b. 40 amps	20	
32	MCB isolator 3 pole 63 amps	25	
33	MCB isolator 4 pole		
	a. 63 amps	15	
	b. 100 amps	15	
34	SPN MCB DB (Prewired) 12 way	8	

	TPN switch (Rewirable type fuse) comp		
35	set		
	a. 63 amps	8	
	b. 100 amps	4	
36	Kettle Element 3 kw (as per sample)	10	
37	Kettle Element 6 kw 415 v (as per sample)	20	
38	Heating Element 1 k.w (as per sample)	60	
39	Heater Element 1500 watt	100	
40	Heater plate	30	
41	Capacitor 2 mfd	30	
42	Capacitor 2.5 mfd	60	
43	Capacitor 3.15 mfd	60	
44	CFL 26 watt	50	
45	CFL 23 watt	50	
46	CFL 20 watt	50	
47	CFL 18 watt	50	
48	CFL 15 watt	50	
49	4 pole safe trip		
	a. 63 amps	10	
	b. 100 amps	10	

50	2 pole safe trip 40 amps	30	
51	MCCB DTH 100 amps	2	
52	MCCB DTH 200 amps	4	
53	MCCB DTH 250 amps	2	
54	MCCB DTH 400 amps	1	
55	HRC fuse FN 125 Make - L&T	6	
	HRC fuse 250 amps FN 250 Make -		
56	L&T	3	
57	HRC fuse FN 400 Make - L&T	3	
58	Wooden scrow size in pkt.		
	a. 1/2"	2	
	b. 3/4"	2	
	c. 1"	2	
	d. 1 1/4"	2	
	e. 3/2"	2	
	f. 2"	2	
	g. 5/2"	2	
59	Brass Machine screw size in pkt		

	a. 3/2"	2	
	b. 1"	2	
	Brass Machine screw with nut and washer		
60	size		
	a. 1"x1/8"	200	
	b. 3/2"x2/8"	150	
61	Detofix powder / kg.	2	
	PVC adhesive insulating tape(1.8cmx9mtr		
62	x 0.15mm)	100	
63	Ball Bearring 6204	2	
64	Ball Bearring 6206	3	
65	Contactor repair kit BCH make 16 amps	10	
66	Over load protector 16 amps make -BCH	4	
67	CRC-2-26 415ml/300gms / bottle	2	
68	V' Belt B-81	7	
69	V' Belt B-82	3	
70	V' Belt B-83	9	
71	V' Belt B-85	3	
72	V' Belt B-91	8	
73	V' Belt B-78	12	
74	Bearing Grease / kg.	2	
75	Hacksaw blade	20	
76	Painting brush size-	20	
70	a. 3"	2	
	b. 2"	2	
	c. 1"	2	
	C. I		
77	POL lamp 18w/36w	30	
78	Holder for POL lamp 18/36w	30	
	Socket wrench with light -T handle with		
79	extention (2nos) set	1	
80	Room heater 1 k.w.	5	
81	Room heater 2 k.w.	5	
82	Battery 12v X 7ah	10	
83	Drill bit-(Diamond headed)suitable for M.S. work size		
	a. 1/8	3	
	b. 2/8	3	
	c. 3/8	3	
84	Drill bit suitable for RCC work size		
	a. 1/8	3	
	1	- 1	1

	b. 2/8	2	
	c. 3/8	3	
85	Drill bit suitable for wooden works size		
	a. 1/8"	2	
	b. 2/8"	2	
	c. 3/8"	2	

IMPORTAN 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 3 PM on immediate next working day.
- (C) This tender is fresh invitation to tenderers .
- (D) **VENUE OF TENDER OPENING**:--OFFICE OF CMS,BCCL/Central Hospital Jagivan Nagar Dhanbad.

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