



## BHARAT COKING COAL LIMITED

( A Subsidiary of Coal India Limited )

Office of the Chief General Manager(Ws)

SARAIIDHELA, DHANBAD : 828127

Phone No.0326-2202002;FaxNo.0326-2222644

NIT No. 110078/06/05/LOCO Engine Battery/62

Dated 18.07.2011

DUE DATE & TIME FOR SUBMISSION	10.08.2011 up to 1 PM
DUE DATE & TIME FOR OPENING	10.08.2011 at 3 PM
REQUIRED AMOUNT OF EARNEST MONEY	Rs.3,664/-

To,

M/s -----

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Dear Sir,

You are invited to submit your Tender for Supply of following item to **Patherdih Coal Washery** :

High Performance Low maintenance(HP-LW) Heavy Duty Lead Acid Diesel LOCO Starter Battery Unit. Normal Capacity-450AH,8 Volts, Excide make or equivalent-08 Nos.

1. Tenders are invited in duplicate for supply of tendered item from those to whom this NIT has been issued or from Proven / Bonafide manufacturers or their authorized Sole / Selling Agents/ Distributors/ Dealers or past suppliers of Washery Division. Tenders should be submitted in Sealed cover duly superscribing our tender no. & date, due date of opening of tender and name of the Tenderer strictly in the manner as described in clause No. 3 of this document .

2. Tender may be deposited in person by the tenderer or by post/ courier on or before the due date and time . Tenders shall be deposited in the Tender Box kept in the office of the Dy.GM(M.M.), Washery Division, Saraidhella, Dhanbad.

3. (a) The offers are to be submitted in two parts. The 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 and superscribed with the tender and the date of opening and marked as "Part-I"

(b) The 'Part II', i.e. "price bid" should contain the details of price only. The envelope should be sealed and superscribed with the tender number and the date of opening and marked as "Part-II".The Part- II i.e. Price Bid should contain the following:-

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

(a) Ex- Works Price, if any

(b) Freight, Insurance, Packing & Forwarding charges separately, if applicable

Cond..P/2.

(c) Excise duty if applicable (It will be payable extra on Ex-works price basis against documentary evidence)

(d) Sales Tax will be payable extra as applicable.

**NOTE:** 1. In case the quoted rate is inclusive of sales tax or excise duty, the existing rate of E.D./ S.T. should be indicated.

2. Sealing of the envelopes must be with wax and embossed upon 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. The two sealed envelopes i.e. “Part-I (Techno commercial bid) “Part-II” (Price bid) should be kept in a bigger envelope marking details of the tender no. and due of opening.

4. Part –I (Techno commercial offer) will be opened on the due date of tender opening in presence of the authorized representative of the attending bidders, if the estimated value of the tender is Rs.10.00 lakh or more.

**NOTE:**

(a) Tender not submitted in the above manner may not be accepted .

(b) If tender discloses 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 tenderers 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 and if the estimated value of the tender is Rs. 10.00 lakh or more.

5. 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.

6. Payment terms: The following payment terms will govern this tender: 100% payment shall be made within 30 days of receipt and acceptance of material at site by the consignee or bill whichever is later. Tenderers are requested not to put any additional condition in their offer and shall quote strictly as per terms of payments.

7. Liquidated Damage – As per general terms & conditions as at Sl.No14 hereinafter.

8. Price Variation- The rate offered in price bid should be on firm basis with no escalation clause whatsoever during the execution of the contract will normally be accepted.

9. Validity – The offer must be valid for **180 days** from the date of opening of the TENDER.

10. Earnest Money:- (A) Earnest Money of **Rs. 3,664/-** in the form of Bank Draft /Banker's cheque of any schedule bank drawn in favour of Bharat Coking Coal Limited payable at Dhanbad must be submitted in the EMD envelope failing which the offer will be considered unresponsive and will be ignored.

(B) For unsuccessful tenderers the Earnest Money will be refunded immediately after finalization of the tender. The Earnest Money will be forfeited if any tenderer withdraws their offer before finalization of the tender without any valid and acceptable reason.

(C) Those firms who are Central / State Govt. Undertaking' or are registered with D.G.S& D/NSIC/BCCL ancillaries for tendered items and who can submit copy of valid registration certificate on the due date of the tender are exempted from furnishing Earnest Money Deposit.

11. Security Deposit:- Successful tenderer may be required for security deposit of 10% of the total value of the order including taxes & duties, transportation chares etc. in form of Bank Draft in favour of BCCL payable at Dhanbad or Bank Guarantee as per our format within 15 days of placement of order. In case the firm fails to submit the same the order will be cancelled and the case will be processed to order elsewhere and the firms performance will be kept recorded for future dealing with them. For successful tenderers, the Earnest Money deposit may be adjusted against the security deposit. Security Deposit will be released within 30 days of satisfactory execution of the order. For un-satisfactory performance the Security Deposit will be forfeited /Bank Guarantee will be encashed by BCCL .

12. Delivery is required as **Within 08-12 weeks** The tenderer should confirm their delivery period in clear terms.

13. Printed terms & conditions of the tender will not be considered. Tenderers are requested to submit their offer complete in all respects as per the details furnished in the tender and confirm compliance to each point in the Part-1 i.e. containing Technical and Commercial terms of their offer. All supporting documents are also to be submitted in Part-1 i.e. Envelope containing Technical& Commercial terms. All the pages of the tender document must be signed with Company's Seal.

14. In the event of failure to supply the Material within the stipulated delivery schedule, liquidated damage will be recovered at the rate of 0.5% of the value of undelivered item each week or part thereof limited to 10%. This can be increased to 15% at the discretion of the appropriate authority. BCCL also reserve the rights to cancel the supply order or part thereof at the risk & cost of defaulting supplier.

15. Tenderers who suo-moto offer different prices or change the terms of the offer which effects the quoted price of the firm within validity of the offer will be treated as invalid offer and action against such tenderer as per C.I.L. rules/ procedure shall be taken.

16. Details regarding location of works is to be indicated. BCCL reserves the right to carry out pre- despatch inspection/ inspection during manufacturing process if necessary.

17. Tenderers are to please note with care that normally no deviation from our terms mentioned in the NIT is acceptable .Tender which are in deviation may be ignored without any further reference to the tenderers.

18. FOLLOWING CLAUSES SHALL ALSO APPLY TO THIS NIT:-

(A) All clauses of the NIT should be read carefully and complied with. We may not ask the tenderers to furnish clarifications for commercial terms quoted by them. Offers which are not as per NIT shall be ignored/ rejected.

- (B) Proveness has to be established by the tenderers wherever asked for .
- (C) For Washery Division a tender will be treated as “Proven” if the tenderer has supplied the tendered items to any Public Undertaking or Private undertaking if certified copies of respective Purchase Orders are enclosed with the techno-commercial bid. If specified in the enquiry, only supplies made to Coal Washeries shall be taken into consideration.
- (D) If asked for in the enquiry, certified copies of valid Authorised dealership certificate for the items in question should be enclosed in your techno-commercial bid, where ever asked for , maker’s name/ brand should be mentioned in the offer.
- (E) If asked for in the enquiry , certified copies of valid DGS& D registration/ NSIC registration certificate should also be enclosed.
- (F) If the tendered items are also being manufactured by our own ancillary units, some quantity subject to maximum of 50% of the tendered quantity may be diverted on our ancillaries at the quoted technically acceptable lowest rates. Ancillary firms must submit the attested copy of the valid Ancillary Certificate with the Part-I of the offer.
- (G) The participating ancillary units of BCCL who are registered for the tendered items should furnish their approved annual capacity and details of orders received by them during the year (till the date of submission of offer) for the items in question. BCCL may place order on them subject to a maximum of 50% of their approved annual capacity .If there are more than one ancillary this quantity will be suitably distributed among them. The order placed will be on the lowest rates obtained against this tender. Those participating ancillaries who do not comply with this clause shall not be offered any lowest rates for their acceptance and ultimately no order will be placed on them in this system.
- (H) Materials offered by the tenderers must be covered by tenders standard Guarantee/Warrantee Clauses of 12 months from the date of commissioning or 18 months from date of supply (which ever is earlier) against manufacturing defects/faulty workmanship/breakage etc. unless otherwise stipulated.
19. Each and every page of tender document must be signed and stamped.
20. Hand written offer will be rejected.
21. Eligibility criteria – Proveness means those Manufacturers or exclusively Authorized Sole selling agents who have supplied tendered items in the past to (a) OEM or (b) to the mining industries and /or to the other industries (Private or Government/Public sector undertaking, indigenous or global) against regular firm order (not trial order) placed by company’s head quarter. For this purpose firm should submit authenticated copy of such purchase order received by them. However trial orders placed by BCCL Co. Head Quarter may be considered if the firm obtains proven status on performance basis against such trial order.

**Dy. General Manager (MM)**  
For & on behalf of Washery Division/BCCL



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**NIT No.110078/06/05/LOCO Engine Battery/62**

**Dated:18-07-2011**

**Annexure-I**

**Additional Term & Conditions**

01. The tenderer is required to certify that the price quoted by the is same as applicable to all Govt. Dept./ DGS&D/PSUs including CIL & its subsidiaries.
02. The offer to be submitted in three envelopes, i.e. (a) Techno-commercial bid, b) Price Bid and c) EMD Envelope. The three envelopes shall be properly sealed. Envelopes stapled shall not be accepted. The three envelopes shall be placed into another big envelope. All the envelopes shall be super scribed with the tender no. & date, due date of opening and name & Address of the tenderer as well as the tendering authority.
03. The authenticity of the credentials submitted with the offer may be verified as and when required. As such, the original documents should be provided immediately for verification if required by this office. The copies the credentials shall be self attested and the copies of the approval certificate like DGMS approval, BIS license, NSIC/DGS&D registration certificates, etc shall be duly notarized.
04. A general check list of commercial term & conditions is enclosed herewith and the same must be submitted duly filled in as per the instruction given in the check list.
05. In case the supplies are made by the manufacturer through their authorized dealer/agent, the manufacturer will carry out pre-dispatch inspection of the batteries. The batteries so inspected will be sealed with the official seal of the manufacturer and the pre-dispatch inspection certificate shall be submitted with the supply.
06. A guarantee certificate is also required to be submitted with the supply stating that the batteries supplied by them are new and genuine and as per the order and if any manufacturing defect is found after the supply the same shall be replaced shall be replaced free of cost.
07. Make of the quoted battery must be confirmed.
08. The firms quoting against the website NIT must establish their eligibility and provency as per clause no.18(B)&(C)and 21 of the NIT by submitting copy of the Purchase Orders and proof of successful execution against the same during past five years.
09. Manufacturer's test certificate is required to be submitted with supply.
10. Tenders not submitted in above manner shall not be accepted.

**Dy.GM(MM)/WD**

Annexure-III

**Checklist of Commercial Term & Conditions**

Tenderers are requested to confirm their acceptance or non-acceptance of the various commercial term & conditions as per the NIT as mentioned below and submit the same with their offer duly signed and stamped. For acceptance they have to write 'YES' in the "YES/NO" column and for non-acceptance please write 'NO' in the 'YES/NO' column.

<b><u>Sl.No.</u></b>	<b><u>Term &amp; Conditions</u></b>	<b><u>YES/NO</u></b>
01.	Quoted for the NIT Items & Quantity	
02.	Payment Term	
03.	Delivery Period	
04.	EMD deposited	
05.	Security Deposit	
06.	Liquidated Damage Clause	
07.	Warranty/ Guarantee	
08.	Submission of Dealership Certificate	
09.	Whether ancillary for the tendered item	
10.	Whether NSIC/DGS&D regd. for the tendered item	
11.	Price Fall Clause	
12.	Force majeure Condition	
13.	Price Certificate	
14.	Prices are Firm	
15.	Submission of pre-dispatch Inspection Certificate	
16.	Submission of Manufacture's Test Certificate	
17.	Submission of documents for eligibility & Proveny	

Note: Any deviation to be recorded separately

Signature of the Tenderer with Seal

## ANNEXURE-IV

PAYMENT OF SUPPLIERS/CONTRACTORS

IN TRIPLICATE

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

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)	
	TELEPHONE No AND FAX NO :	
	C. 9-DIGIT CODE NO OF THE BANK AND BRANCH : (Appearing on the MICR cheque issued on the bank) or 5 digit code of SBI	
	D. ACCOUNT TYPE : (S.B. Account/Current Account OR Cash Credit with code 10/11/13)	
	E. LEDGER NO/LEDGER FOLIO NO. :	
	F. ACCOUNT NUMBER (CORE BANKING) :	

## 3. 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 incorrect information, I would not hold the user institution responsible. I have read the opinion invitation letter and agree to discharge responsibility excepted of me as a participant under the scheme. Any bank charges levied by the bank of such e-transfer shall be born by us.

Date :-

(-----)

Signature of the Customer/Vender /Supplier/Contractor

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

(-----)

Signature of the Authorised Officials from the Bank