



BHARAT COKING COAL LIMITED
(A Subsidiary of Coal India Limited)
Office of Dy Chief Materials Manager (PUR)
Materials Management Department
6, Lyons Range, 4th Floor
Kolkata-700001
(Ph. No. 2230-4975, Fax No. 2230-4928.)

Under jurisdiction of Dhanbad Court only.

TENDER NO: KOL/72/RLB-JC/MSPIPE/ADVT/AA/2010-11/ 35 DTD 18.11.2009.

DUE DATE & TIME FOR SUBMISSION- 18.01.2010 UP TO 1.00PM

DUE DATE & TIME FOR OPENING- 18. 01.2010 AT 3.00PM

VENUE OF TENDER OPENING – BCCL, 6,LYONS RANGE, 4TH FLOOR, KOLKATA –1.

COST OF TENDER DOCUMENT – RS.5000/-

REQUIRED AMOUNT OF EARNEST MONEY –RS.8, 56,000.00

(Please see clause no.11 & 13)

SECURITY MONEY- IT MAY BE ACCEPTED IN TERMS OF BANK GUARANTEE ALSO
OF ANY SCHEDULED BANK (REF CLAUSE-12)

C.R.NO.....DATED....

TENDER ENQUIRY

Document issued to:	If this Tender Document has been downloaded from our website Part-III envelope (Clause 9[c] bearing required Bank Draft for the requisite Tender Fee must be enclosed along with the tender otherwise their offer shall be rejected out rightly without any reference.
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Dear Sirs,

Sub: Notice Inviting Tender for supply of – M S PIPE.

1.Sealed tenders are invited in duplicate only from the proven manufacturers or their exclusively authorized sole selling agents authorized by their manufacturer to offer against this tender for supply of MS PIPE to BCCL as per annexure – “A”.

PROVEN MEANS THOSE MANUFACTURERS OR EXCLUSIVELY AUTHORISED SOLE SELLING AGENT WHO HAVE SUPPLIED TENDERED ITEMS 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 TRIAL ORDER) PLACED BY COMPANY’S HQ. FOR THESE PURPOSE THE FIRM SHOULD SUBMIT AUTHENTICATED COPY OF SUCH PURCHASE ORDERS RECEIVED BY THEM. HOWEVER TRIAL ORDERS PLACED BY BCCL CO. HQ MAY BE CONSIDERED IF THE FIRM OBTAINS PROVEN STATUS ON PERFORMANCE BASIS AGAINST SUCH TRIAL ORDERS.

2. The offers are to be submitted before the closing date and time as mentioned above. Late tender will not be considered.

3. Tenders may be deposited in person by the tenderer in the Tender Box kept at Purchase Department, office of the DYCM (P), Bharat Coking Coal Limited, 6, Lyons Range, 4th Floor, Kolkata-700001 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. Tender must be received on or before the due date and the time of submission of the tender. The tender received after the due date of submission of the tender shall not be considered. No request for 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 Four Parts i.e. Part-I, Part-II, Part-III & Part-IV.

Part-I consists of the following: -

- i) Annexure 'A' - Technical specification
- ii) Annexure 'B' - Commercial terms without price.
- iii) Annexure 'C' - Check List
- iv) Annexure 'D' - Format of Integrity Pact.

7. (a) The offers are to be submitted in four parts. The first part "Part-I i.e. Techno-commercial offer" should contain the detailed Technical and commercial terms of the offer. In other words it contains the required details as per Annexure 'A' to 'D' as stated at clause 6. 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.

(c) "Part - III" [Applicable for those tenderers who will download 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 Kolkata in the "Part - III" envelope. The envelope shall be sealed, superscribed with tender number and due date of opening and must mark "Part-III".

(d) Part-IV - The intending tenderer must enclose the Integrity Pact format duly signed and stamped in all pages in Part-IV envelope. The envelope shall be sealed, superscribed with tender number and due date of opening and must mark "Part-IV".

All the envelope containing the tender shall be properly Sealed. Envelope 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 four 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] and Part-IV (Integrity Pact) should be kept in a bigger envelope giving details of the tender No. and due date & time of submission and opening along with name and address of the bidder.

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

8. Part - I (Techno commercial Offer), "Part - III" (Tender fee) and "Part-IV" (Integrity Pact) will be opened on 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 tenderer disclose their price in the techno-commercial bid (Part-I), the offer will be re-sealed and will be treated as invalid offer by the Tender opening Committee. 9. The price bids i.e. Part- II of only those tenders whose Part- I is found to be techno-commercially acceptable to BCCL will be opened later on .Date and time of opening will be 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.8,56,000.00 in terms of Bank Draft of any schedule Bank drawn in favour of Bharat Coking Coal Limited payable at Kolkata must accompany the Part I(Techno-commercial offer) otherwise the offer shall be considered unresponsive.

b) If it is enclosed in the Part-II (Price bid) , it will be presumed that tenderer has not deposited the requisite Earnest money and their offer shall be considered unresponsive.

12. 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 FOR destination price) within 15 days from the date of receipt of order. Bank Draft should be drawn in favour of “BHARAT COKING COAL LIMITED” payable at Kolkata . In case they failed to deposit the same, supply 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.

13. State/Central Govt.Organisation /PSU & Valid DGS&D/NSIC and ancillary unit of BCCL 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.**

14. 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.

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

16. 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.

17. 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 tenderers are requested to go through all the Annexure and furnish specific replies to each question raised therein.

- (ii). Printed terms and conditions of the vendor shall not be considered. Tenderers are requested to submit their offer complete in all respects maintaining serial number of items, terms and conditions as per tender documents along with all supporting documents failing which offer may not be considered.
- (iii). 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 or any other Industries (Private/Govt. Undertaking or Deptt.) 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 reject). If firm's letter heads are not sufficient to accommodate technical and pricing details preferably bigger paper may be used, such sheets along with other pages of the offer should be signed and stamped by company's authorised signatory.
- (vi). All pages of tender documents should be signed including all enclosure submitted with the tender except printed leaflet / catalogue 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 tenderer's signature.
- viii) BCCL reserves the right to increase or decrease the tendered qty. against any/all the items of the tender.
- (ix). 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.
- x) Offer of those tenderers will not be consider 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 up to 31/03/2008 is applicable for any Govt. Dept /PSU tender. It is applicable to contracts of value of 5.00 crore and above but not exceed 100 crore.
- xiii) As per Central Vigilance Commission (CVC) guidelines, no post tender negotiations may be held except in case of proprietary purchase or for items with limited source of supply (Negotiations in such case may be held only with L1/preferred L1 vendor).

- xiv) If L1 tenderer do not have adequate capacity to supply full quantity tendered, the uncovered quantity order may be distributed to L2 tenderer at L1 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 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 as shown below.
 - a) Ex-Works Price
 - b) Packing & Forwarding charges. c) Freight & Insurance.
 - d) Excise duty if applicable(It will be payable extra on Ex-works price basis) against documentary evidence.
 - e)Sales Tax(It will be payable extra as applicable)/VAT.

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.B. delivery Port basis only . The Price must be on FIRM basis.
 - ii) In case of Imported stores and prices are in Indian rupees on FOR destination basis , only applicable sales tax and statutory local levies(if any) will be payable extra. The price must be on FIRM basis.

iii) Conditional discount including quantity discount will not be considered for comparative purpose . Cash discount or Prompt payment discount will also be treated in the same manner. However only unconditional discount will be taken into account for comparative evaluation to ascertain the competitiveness of the tender. In case of F.O.B price all discount attracts custom duty etc. except trade discount.

2 (B) – Detail evaluation of financial bids.

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

Approximate distance of dispatching Station from Consignee's end.	Percentage FOR dispatching station price regarding Freight.	Packing and Forwarding Charges	Transit Insurance Charge
Above 2001 Km	5%	2%	½%
1501Km – 2000 Km	4%	2%	½%
1001 Km –1500 Km	3%	2%	½%
501 Km – 1000 Km	2%	2%	½%
Below 500 Km	1%	2%	½%

2 (B) (b) In case of Imports , the tenderers are required to quote on FOB delivery port basis. The total price will be estimated in the following manner to arrive at the CIF price & landed price of the import offers.

Sl.no	Description	Imported from USA ,Canada and Japan	Imported from European and other countries.
1	Freight & Insurance	12% of FOB value	10% of FOB value
2	Insurances Charges	1/2% of FOB value	1/2% 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 180 days 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: 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 Money 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.

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

9. DELIVERY: -

i) Commencing within 30 days or earlier from the date of receipt of order and completion as per following schedule: -

a) At least 50% quantity to be supplied within one month from the date of commencement of supplies.

b) Balance quantity to be completed within the next month.

ii) 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. GUARANTEE /WARRANTY (OTHER THAN EQUIPMENT)-

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 defects 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: Indicated at page 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 or 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-1

The time and date of delivery of stores stipulated in Purchase order shall be deemed to be of the essence of the contract and delivery of the stores must be completed by the date specified . No materials should be supplied beyond the specified delivery period, unless specific approval has been obtained from the purchaser.

In the event of failure to delivery or dispatch the stores within the stipulated date/ period in accordance with the samples and/or specification mentioned in the supply order, and in the event of breach of any terms and conditions mentioned in the supply order. Bharat Coking Coal Limited reserves the right:

- a) To recover from successful tenderer, as agreed liquidated damages, a sum not less than 0.5% (half percentage) of the price of the stores which successful tenderer has not been able to supply (for this purpose part of a unit supplied will not be considered) as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10%. Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division .
- b) To purchase 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 en cash any Bank guarantee which is available for recovery of the penalty or
- f) To forfeit the security deposit full or in part.
- g) Whenever under the contract a sum of money is recoverable from and payable by the supplier, BCCL shall be entitled to recover such sum by appropriating, in part or whole by deducting any sum or which at any time thereafter may be due to the successful tenderer in this or any other contract with Bharat Coking Coal Ltd. or any subsidiary of Coal India Ltd. Should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay BCCL on demand the remaining amount. The supplier shall not be entitled to any gain under this clause.

The supplier must confirm the acceptance of this Penalty clause which will not be altered.

PRICE FALL CLAUSE.

APPENDIX-II

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

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

The bidder should confirm their acceptance of the above clauses.

ANNEXURE- “C”

CHECK- LIST

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

- | | |
|--|---------|
| 1. Whether the tenderer is a Manufacturer | Yes/No |
| 2. Whether the tenderer is a exclusively authorized marketing outlet of a manufacturer | Yes/No |
| 3. If the reply against(2) above is yes, then indicate name & full address of the Principal. | |
| 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 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 of NIT accepted | Yes/No |
| 11. Whether banned or delisted by any Govt. or Quasi Govt. Agencies / PSUs. | Yes/ No |

NOTE: NON -ACCEPTANCE OF ANY OF THE TERMS AND CONDITIONS MAY LEAD TO REJECTION OF OFFER.

SIGNATURE OF THE TENDERER
WITH SEAL & STAMP

ANNEXURE-‘A’

TECHNICAL SPECIFICATION OF MILD STEEL PIPE AGAINST TENDER NO.
KOL/72/RLB-JC/M S PIPE/ADVT/AA/2010-11/35 dated .18.11.2009

ITEM NO.	SPECIFICATION OF STORES	UNIT	QUANTITY
1.	Black Mild Steel Tubes (Continuously welded). Manufactured by Electric Resistance welding (ERW)/ High Frequency Induction welding (HFIW) process, conforming to IS: 1239/Part-I/1990 with latest Amendment. Screwed both ends to IS: 554(Latest) for pipe threading, one end fitted with ISI marked Socket as per IS: 1239/Part-II (Latest) and the end with Plastic protection ring as per specification with ISI marked.		
	a) Size – 100mm NB Heavy quality.	MTR	5000
	b) Size – 150mm NB Heavy quality	MTR	12000
2.	Black Mild Steel Tubes (Continuously welded). Manufactured by Electric Resistance welding (ERW)/ High Frequency Induction welding (HFIW) process, Conforming to IS: 1239/Part-I/1990 with latest Amendment in Plain end as per specification with ISI marked.		
	a) Size --150 NB Heavy quality	MTR	13700
3.	Black Mild Steel (ERW), ISI marked 200 mm dia. Heavy class conforming to IS:3589(Latest) with the following Parameters:-	MTR	3500
	a) O.D. of the pipe – 219.1 mm		
	b) Min. wall thickness – 8.0 mm		
	c) Tolerance -- As per IS.		
	d) Random length -- 5 to 7 mtrs.		
	e) Testing -- Hydraulically tested as per IS: 3589		
	f) Ends -- Plain Ended.		

Other Terms: -

1. Currently valid attested copy of BIS licence indicating the sizes and process of welding covered in it must be submitted.
2. Past order copies, indicating the size, wall thickness, IS reference and the order quantity must also be submitted.
3. Quantity may vary $\pm 20\%$.

DEPUTY CHIEF MATERIALS MANAGER (P)

ANNEXURE – ‘D’

INTEGRITY PACT:

BCCL HAS SIGNED M.O.U. WITH M/S.TRANSPARENCY INTERNATIONAL INDIA FOR IMPLEMENTATION OF INTEGRITY PACT FOR PURCHASE OF TENDERS VALUED AT RS.2.00 CRORES AND ABOVE .THE INTEGRITY PACT DOCUMENT TO BE SIGNED BY THE BIDDERS IS ENCLOSED. SUBMISSION OF INTEGRITY PACT DOCUMENT DULY SIGNED.STAMPED AND ACCEPTED IS MANDATORY FOR THIS TENDER. THEREFORE, THE TENDERERS ARE ADVISED TO SUBMIT THE INTEGRITY PACT DOCUMENT DULY SIGNED, STAMPED AND ACCEPTED IN A SEPARATE SEALED ENVELOPE SUPERSCRIBING “INTEGRITY PACT AGAINST TENDER NO: KOL/72/RLB-JC/MS.PIPE/ ADVT/AA/2010-11/35 (Due on –18.01.2009)

IN CASE THIS IS NOT SUBMITTED IN A SEPARATE COVER ALONG WITH THE TENDER, THE TENDER MAY BE CONSIDERED AS UNRESPONSIVE AND MAY NOT BE CONSIDERED FURTHER FOR EVALUATION.

Independent External Monitor for this tender is

Shri D.Bandopadhyay, IAS (Retd.)
GD-89, Sector III, Salt Lake,
Kolkata –700016.

INTEGRITY PACK

Between

BHARAT COKING COAL LIMITED (BCCL) hereinafter referred to as “The principal”

And

.....here in after referred to as “The Bidder/Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for
..... The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization “Transparency International” (TI). Following TI’s national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal:

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

- i. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
- ii. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
- iii. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder/Contractor

(1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

3. The Bidder/Contractor will not commit any offence under the relevant Anti corruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details including information contained or transmitted electronically.

-16-

4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

2. The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

3. If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 – Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3% of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

3. The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous transgression

1. The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders/Contracts/Subcontractors

1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders/Contractors/ Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 – External Independent Monitor/Monitors

-17-

(Three in number depending on the size of the contract)

(to be decided by the Chairperson of the Principal)

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the principal and request the management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from parties that they act in specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

7. Monitor shall be entitled to compensation on the same terms as being extended to/provided to Outside Expert Committee members/Chairman as prevailing with Principal.

8. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

9. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

Section 10 – Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal i.e. DHANBAD.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal/ For the Bidder/Contractor

Place..... Witness 1:

Date..... Witness 2:

