NOTICE INVITING TENDER (NIT)

Tender Fee: Rs. 5000.00
(Vide D/D/MR No. dated )

In case tender is downloaded from the website the tenderers are required to submit the tender fee in the form of Demand Draft only in favour of Bharat Coking Coal Limited, payable at Dhanbad. No. other mode of payment is acceptable. Instruction for the tenderers who have downloaded the tender documents may also be seen in Clause-VIII of the tender. The tender fee is not required to be paid by Central and State Government Departments/Undertakings and Ancillaries of BCCL against submission of necessary documents.

TENDER VALUE: Rs. 50,00,000.00
EMD VALUE: Rs. 100,000.00

BY REGD.POST/HAND/AIR MAIL

To,
M/s ________________________________________
Dear Sir,

Sub: TENDER FOR APPOINTMENT OF SERVICE PROVIDER FOR DISPOSAL OF SCRAP MATERIAL THROUGH E.AUCTION.

Type of Tender: THREE COVER BID

LAST DATE OF SUBMISSION: 16-06-2009, 1.00 PM
DUE DATE OF OPENING: 16-06-2009, 3.30 PM

OFFICE AT WHICH THE TENDER SHALL BE SUBMITTED: - CHIEF GENERAL MANAGER (MM), M.M.DEPT, BCCL (HQ), KOYLA BHAWAN, DHANBAD - 826005. (JHARKHAND)

CLAUSE I ELIGIBILITY CRITERIA:

. Tenders are invited from the experienced Service provider for E.auction who have successfully finalized the sale of scrap, rejected/obsolete materials, unserviceable Plant and Machineries, surplus stores/spares and miscellaneous articles etc. of Government Departments/Undertakings, valuing at least Rs.5.00 crores (Rupees Five Crores Only) per year in the past three i.e, in 2006-07, 2007-08 & 2008-09, through e.auction. Certificate of your Chartered Accountant confirming the sale so finalized in each of the three years must be submitted along with the offer. Otherwise, the offers of the tenderer will be summarily rejected.

. Detailed activities to be carried out by Service Provider. (This will be as per Clause –II mentioned below)
Service provider must have his own secured portal located in his own server and related telecommunication and computer hardware and set-up, operate and maintain it at his own cost during the currency of the contract.

CLAUSE II  NATURE AND SCOPE OF WORKS OF THE PROPOSED SERVICE PROVIDER:

1 In consideration of the Service Charges as decided, the tenderer shall agree to be appointed as a Service Provider, for a period of two years from the date of conclusion of the agreement, for the disposal /sale of scrap, rejected/obsolete materials, unserviceable Plant and Machineries, surplus stores/spares and miscellaneous articles available at different locations in the command area of Bharat Coking Coal Limited through e-auction. BCCL, however, shall reserve the right to add subsequently other items also for disposal and the items thus added shall be deemed to be covered by the agreement concluded.

2 BCCL shall furnish the list of items to be disposed off, time to time on “as is where is” basis. The tenderer shall conduct the e-auction on their website. The tenderer shall arrange to conduct the e-auction/s at their own expense which would include the preparation of the lot catalogue, terms and conditions of the auctions and any other expenses involved in conducting the e-auction. The decision for the acceptance/rejection of the rates offered by the bidders shall be as per the norms fixed by BCCL from time to time. In the event of acceptance of a lot, all the remaining works i.e. realization of money, issue of release order and other formalities etc. would be required to be completed by the tenderer. In all cases where release orders are issued by the tenderer confirming the sale of lot/s on behalf of BCCL Authorization Letter/s shall be issued by BCCL for the delivery of materials from the respective locations.

3 Tenderer shall not in any case initiate disposal action without prior consent / approval of Reserve Price by BCCL.

4 The bidders are free to inspect the items/materials, ready for disposal for their satisfaction.

5 Items/materials for disposal will be disposed off (i.e. materials will be lifted by the party from Company’s premises against full payment through the tenderer within 1 (one) month from the date of BCCL’s Authorization Letter i.e. the order issued to any Firm/ Party to lift the materials, failing which the Authorization Letter shall be liable for termination by BCCL and BCCL shall entertain no claim, grievance or grudge on this account. However, BCCL reserves the right to extend the delivery period beyond the stipulated period to lift the materials on its own terms and conditions.

6 The tenderer shall be responsible for deciding financial agreement with customers/buyers for disposal of materials as it deems expedient.

7 In all cases wherever the tonnage of the lots will be indicated as approximate, delivery of the same will be given to the party against the actual weight lifted by the party. The amount paid by the bidder who will be depositing the amount on the basis of approximate quantity declared, will be got adjusted accordingly.

8 Customers/buyers shall raise Demand Drafts in favour of BHARAT COKING COAL LIMITED and it shall be incumbent upon the tenderer to submit the same to BHARAT COKING COAL LIMITED, within 10 days of the receipt of the Demand Draft.

9 The tenderer shall deal with all claims and complaints of the customers/buyers and forward the recommendation to BCCL for final settlement. However, refund of money on account of non-delivery of materials shall be made by BCCL.

10. The tenderer will collect Sales Tax Declaration Form and any other documents statutory required from the customers and pass them on to BCCL along with payment.

11. The tenderer shall act as Service Provider for disposal of items. BCCL will however have option to decide upon the items for getting them disposed off either at their own or through the tenderer.

12. BCCL shall be responsible for raising invoices as per the terms of Sale Order booked by the tenderer.

13. Wherever any amount is due from buyers, recovery shall be done by the tenderer.

14. The tenderer will nominate one official and BCCL will nominate one official for dealing with all matters relating to this agreement.

15. All the lots submitted for disposal by BCCL till the date of expiry of the agreement shall be finalized for disposal as per the terms and conditions of the agreement concluded.
16. Any amendment of this agreement will be applicable only if made in writing and signed by duly authorized representative of the respective parties on their behalf.

17. BCCL and/or the tenderer shall not be liable for any failure or delay in performance due to any cause beyond its control including fires, strikes, go slow, lock outs closure, pestilence uncertain and unstable labor situation, accident war riots, civil commotion, political upheavals, Government actions, epidemics, breakdown of machinery acts, demands or otherwise or any other causes or conditions beyond the control of BCCL and/or tenderer whether directly due to or consequence of the aforesaid cause or not, and the existence of such cause or consequences shall operate to extend the time of performance on the part of BCCL and/or the tenderer by such period as may be necessary to enable BCCL and/or tenderer to effect performance after the cause of delay shall have ceased to exit. The provisions aforesaid shall not be limited or abrogated by any other terms and agreement whether written or printed.

18. BCCL shall not be responsible for any liability in respect of labour/employee appointed/engaged by the tender for execution/performance of this contract. All formalities required under the provision of respective Labour Laws /Rules shall be duly and punctually observed at their own cost and they alone shall be responsible for payment of any dues, compensation or any amount, required to paid under any provisions of Laws/Rules in any case for default on the part of tenderer. If BCCL in any case is held liable under any Laws/Rules then in such cases the tenderer shall not only make payment of such dues and/or caused but also be responsible for payments of damages of BCCL.

19. In case of any dispute or difference between the parties arising out of or in connection with this agreement, or in the matter of any interpretation of any clause(s) of the agreement, or any of its terms, or in the matter of any claim or enforcement of any right or obligation of the parties, the same shall be referred for arbitration to an arbitrator appointed by the Chairman–Cum–Managing Director of Bharat Coking Coal Limited, and the award of such Arbitrator shall be final and binding on the parties to this agreement. Subject as foressaid, the Arbitration Act 1940 and the Rules and Schedule there under and statutory amendment thereon for the time in force shall be deemed to apply to the arbitration proceedings under this clause.

20. In the event of the buyer’s failure to fulfill any obligations under the general conditions of sale including default and/or failure on the part of the buyer to remove/lift the goods against any lots within the stipulated time after payment of the entire value the sale of such lot shall be cancelled for the quantities not lifted by the Buyer as on date and the Earnest Money amount in respective of the same being treated as adjusted towards the part value of materials, shall be forfeited and BCCL will be entitled to re-sell the goods through the tenderer, at the entire risk and cost of the Buyer as and when BCCL may deem fit without any notice to the Buyer and BCCL shall be at full liberty to retain and/or adjust recover from Buyer’s any other amount lying with tenderer/BCCL to the Buyer’s credit either under those contract or in any other contract or which may at any time become payable/refundable to the Buyer either under this contract or any other contract the amount of losses or damages or claim or expenses that may be incurred by BCCL, if any, further amount is still found payable/recoverable from the Buyer. The Buyer shall pay to BCCL in demand without any objection or demur. The decision of BCCL in regard to the actual losses incurred by BCCL including the reasonableness of the rate at which BCCL may re-sell the quantities shall be final and binding on the Buyer provided always, if any, loss in incurred by BCCL, the buyer shall only be entitled to the refund of the amount retained by the tenderer/ BCCL by way of advance payment towards sale value (excluding Earnest Money) without any interest thereon but not any other amount. Any gain on any re-sale as aforesaid shall, however, belong to BCCL.

21. BCCL reserves to the right to extend the validity of the agreement, if concluded with the tenderer, with mutual consent for a further period of 1(one)year at the same rates and terms and conditions.

22. BCCL shall be liberty to terminate the agreement concluded at any time during the existence of the agreement by giving clear three months notice. The tenderer shall be responsible for clearing the entire account and payment dues, if any to BCCL.
23. The Contract can also be terminated by BCCL, if there is any breach of any of the terms of the contract by tenderer. In that case, the tenderer shall be liable for damages as assessed and claimed by BCCL besides the dues payable to BCCL, under the Contract.

CLAUSE III. PAYMENT OF SERVICE CHARGES:

1. In consideration of this service, as detailed above, BCCL shall pay service charges as a percentage of the actual value of materials delivered against sale of lots finalized by the tenderer. The value of the Service Charges will be calculated on the actual value of materials delivered excluding E.D. Sales Tax /any other taxes applicable.

2. The procedure of payment of service charges shall be as detailed hereunder:

i. On the completion of the delivery of the materials against Delivery Order issued by the tenderer/ Authorization Letter issued by BCCL, the respective Stock Holders shall submit, within 21 days of the final delivery of the material, duly signed documents along with the bill/s raised in favour of the purchaser against the Authorization Letter/ Delivery Order. Copies of the complete set of such documents shall be forwarded to, amongst others to the tenderer and the original copies to the CFM (Purchase), BCCL’s Paying Authority for payment.

ii. Based on the documents, received from the respective Stock Holders, the tenderer shall then raise and submit their bills to CFM (Purchase), BCCL, Hqrs, for the Service Charges as finalized as a percentage of the sale proceed. The value of the Service Charges, it is reiterated, is to be calculated on the actual value of the materials delivered excluding Excise Duty and Sales Tax, if applicable.

iii. Payment of the Service Charges, as admissible against the bills submitted shall be made by the Office of the CFM (Purchase) within 21 days of the receipt of the bills.

CLAUSE IV: The intending tenderers are required to quote their rates for the Service Charges as a percentage of the actual value of the materials delivered against the sale of lots finalized by them, besides rendering the services as detailed at Clause II. The rate of “Service Charges” quoted shall be exclusive of Taxes and Duties, which must also be specified separately as a percentage of the Service Charges/Taxes/Duties applicable, as the case may be.

<table>
<thead>
<tr>
<th>Service Charges as %age of the value of materials actually delivered</th>
<th>%</th>
<th>%age (in words)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Service Tax</td>
<td>%</td>
<td>% age (in words)</td>
</tr>
<tr>
<td>2 Education tax</td>
<td>%</td>
<td>% age (in words)</td>
</tr>
<tr>
<td>3 Any other Tax/Duty.</td>
<td>%</td>
<td>% age (in words)</td>
</tr>
</tbody>
</table>

CLAUSE V. VALIDITY:

The rate of Service Charges quoted must be firm and the offer must remain open for acceptance up to 180 days (One Hundred and Eighty) days from the date of opening of the Tender.

CLAUSE VI. EARNEST MONEY /SECURITY DEPOSIT:

The tenderer has to deposit Rs.100, 000.00 (Rupees One Lakh only), towards EMD in form of Demand Draft in favour of Bharat Coking Coal Limited payable at Dhanbad along with the offer. For unsuccessful tenderer, EMD shall be refunded after the finalization of the tender. EMD shall be forfeited if the tenderer withdraws their offer before finalization of the tender or fails to submit the acceptance to conclude the agreement, if required to do so. EMD shall be converted in to Security Deposit for successful bidder. The Earnest Money has to be deposited in Cover-I of the tender. The successful tenderer will be required to deposit Security Deposit @10% of the value of
the agreement in the form of Bank Draft/Bank Guarantee. The successful tenderer shall furnish the Security Deposit within 15 (fifteen) days of the date of finalization of the agreement. The amount of Earnest Money shall be adjusted against the Security Deposit in the case of the successful tenderer. Security Deposit shall be refunded after the satisfactory execution of the agreement. For unsatisfactory performance and/or contractual failure, the Security Deposit shall be forfeited. State/Central Government /PSUs and valid DGS&D/NSIC registered firms for the tender item shall be exempted from submission of EMD/Security Deposit. For this purpose self attested photocopies of the valid registration with DGS &D/ NSIC etc. for the tendered items shall be required to be submitted by the tenderer.

CLAUSE VII. TAXES AND DUTIES:

Percentage/Specified amount of Taxes and Duties, legally leviable shall be clearly mentioned otherwise BCCL reserves the right to reject such vague offers.

CLAUSE VIII. PROCEDURE FOR SUBMISSION OF TENDER:

i. All pages of the offer should be typed on the letter head of the tenderer and be duly signed and stamped Hand written quotation will be summarily rejected.

ii. 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.

iii. Quotation erased and over written will be summarily rejected unless all corrections are duly authenticated with the signature of the tenderer on the seal of the company. If the tender is submitted locally, the envelope must be super scribed with the TENDER NUMBER and the date of opening. If the tender is sent by post, it should be sent in two envelops. The outer envelop should only bear the address of the purchaser without mentioning the TENDER NUMBER or the date of opening and the inner envelop containing cover I.II. & III should bear the Tender Number and date of opening. 

Tenders sent by Telegram, Telex, Fax, or E-Mail will not be considered.

The offer should be submitted in duplicate sets in three separate sealed covers, all enclosed in a bigger envelope.

COVER- I (QUALIFICATION BID)

Qualification Bid must contain the Earnest Money Deposit in the form of demand draft drawn in favour of Bharat Coking Coal Limited payable at Dhanbad. This cover shall also contain the Tender Fee of required value in the form of demand draft in favour of Bharat Coking Coal Limited payable at Dhanbad, if the tender document has been downloaded from website by all the firms except the Central /State Government undertakings/PSUs/Ancillaries to BCCL. If the Tender Document has been purchased from BCCL Dhanbad, the photocopy of the first page of the tender document towards the evidence of purchase of document must be deposited in Cover- I. If the Firm is a State/Central Govt/or PSU/Ancillary to BCCL or has valid DGS & D/NSIC registration for tendered item the documentary evidence for the same will be submitted.

COVER – II (COMMERCIAL BID)

This section shall contain:

The details / confirmation / documents as required as per ELIGIBILITY CRITERIA at Clause-I
The tenderer’s unconditional acceptance of the **NATURE AND SCOPE OF SERVICES** required to be provided as detailed at **Clause-II**.

The tenderer’s unconditional acceptance of Clause-III i.e. **PAYMENT OF SERVICE CHARGES**.

d) Tenderer’s confirmation that the Service Charges have been quoted in the format detailed at Clause-IV WITH OUT MENTIONING THE QUOTED RATE, shall also be submitted in **Cover-II**.

e) The details of confirmation/documents as per clause V & VII. Failure to comply with the above shall render the offer liable to be summarily rejected.

**COVER-III:**

Rate of Service Charges and Taxes/Duties in Cover-III shall be submitted in figures and words in the manner specified in **Clause No. IV**.

This cover shall contain the rate of Service Charges and Taxes/Duties and Discount if any. Conditional Discount shall not be accepted. This Cover shall not contain any other terms and conditions.

**NOTE:**

i. All the three covers shall be properly sealed only

ii. The envelopes containing the tenders must be supercribed with the Tender No. and Date and Time of Opening.

iii. Envelops should have distinctive marking as “Cover-I –Qualification Bid, Cover-II Commercial Bid and Cover-III –Price Bid, giving Tender reference and due date of opening on the TOP OF THE ENVELOPE.

iv. All the three envelopes should be put in the fourth sealed envelope super scribining brief job description. Tender No.& date and date of opening.

v. The name and address of the bidder must also be indicated on all the envelopes.

vi. The Qualification Bid (Cover-I) shall be opened on the scheduled date of opening.

vii. Only the bidder(s) who have submitted the required document towards Tender Fee and EMD in the manner as explained above shall qualify for opening of Cover-II i.e. Commercial Bid on the same date on which Cover-I is opened.

viii. However, Price Bid i.e. Cover-III will be opened on a different date. The Cover-III of only those tenderers shall be opened whose Commercial Bid have been found acceptable after the scrutiny of the Commercial Bid(s) submitted by them for which a separate intimation will be sent indicating the date for the Price Bid opening.

ix. Tender may be deposited in person by the tenderer in Materials Management Department, Bharat Coking Coal Limited, Koyla Bhawan, Dhanbad, 826005, Jharakhand. Tenders may also be sent by post to this address. Bharat Coking Coal Limited does not take any responsibility for loss of tender in transit. Tender received after the due date and time of opening of tender will be ignored.

x. Duplicate copy of offer is to be submitted without fail. Both the original as well as duplicate offers should be identical and contain same details and documents, failing which the offer may be liable for rejection.

xi. List of similar nature of jobs executed in the past along with self-attested copies of valid or otherwise, Agreement/Contracts with other Public Sector Undertakings/ Govt. Departments should be enclosed in the Commercial Bid Cover-II.
xii. Authorized representatives may be sent to attend the opening of the tender with proper authorization letter without which the representatives will not be allowed to attend the tender opening.

xiii. No representative whose offer is not received before the due date and time of opening of tender will be allowed to attend the tender opening.

xiv. BCCL reserves the right to reject any offer fully or partially without assigning any reason thereof.

xv. **BCCL reserves the right to:**
   a) Place order on Govt. Undertakings /BCCL’s Ancillary units as per BPE guidelines.
   b) To follow the guidelines issued by Govt. or India from time to time for giving preference to PSEs / Ancillaries of BCCL and/or

xvi. Notwithstanding any thing said above, Bharat Coking Coal Limited, reserves to follow any guideline or Instruction received from the Govt. or any Statutory Bodies from time to time.

xvii. Tender papers are not transferable and Tender fee is not refundable.

IX. **IMPORTANT NOTE:** You must furnish the following certificate:

   (i). **LOWEST PRICE CERTIFICATE:** That, the rate quoted by you against this tender is the lowest and is the same as applicable to other Government Departments/ Undertakings / Other Organizations.
   (ii). **Banned or De-listed supplier:**

The bidder has to give a declaration that they have not been banned or de-listed by any Government Agencies or PSU’s including CIL and its subsidiaries. If a bidder has been banned by any Government or Quasi-Government agencies or PSU’s including CIL and its subsidiaries, this fact must be clearly stated. If this declaration is not given, the bid will be rejected as non-responsive.

X. **SPECIAL INSTRUCTIONS**:

   Front page of tender paper duly signed and stamped should be closed with your quotation in Cover-II as a token of acceptance for the commercial terms and conditions of NIT against which your offer is silent.

XI. Representative of any firm who has not participated in the Tender shall not be permitted to be present at the time of opening of Tender.

XII. **PENALTY CLAUSE:**

In the event of failure of the contractor to execute the work within the stipulated date/ period of the Agreement / Contract, or in the event of breach of any of the terms and conditions as mentioned in the Agreement/Contract, Coal India Ltd., or its subsidiary Company have the right to get the work done after due notice to the defaulting contractor at the risk and cost of the defaulting contractor. It is mentioned clearly in this tender enquiry that in the event of failure of the contractor as detailed above, the cost as per risk purchase exercise may be recovered from the bills against Subsidiary Companies/Coal India Limited.
PRICE CERTIFICATE:

In the event of conclusion of Agency Agreement with you, you shall have to submit a price certificate in all your invoices in the following format. “It is certified that the rate indicated in this invoice is not higher than the rate charged to other Govt. Organization/ Public Sector Undertakings /Private Organizations”,

GENERAL TERMS APPLICABLE TO THE TENDER:

a) No subsequent alteration/revision of price or commercial terms shall be entertained unless specifically asked for BCCL. b) Any dispute arising out of the agreement between the tenderer and BCCL shall be subject to the jurisdiction of the “DHANBAD COURT”. Only. c) The deviation if any in the offer from the specified Commercial terms must be submitted in separate sheet in Part-A of Cover-I of the tender.

BCCL reserves to right to accept or reject any or all offers in part or in full without assigning any reasons thereof. No dispute of any kind can be raised against this right of the buyer in any court of law or elsewhere.

Please go through the tender documents carefully and submit your offer accordingly.

Yours faithfully,

MATERIALS MANAGER (SD)
Ref.No: BCCL/MMD/SCRAP DISPOSAL/08-09/ Date: 25.04.2009
Name of Officer- P. Ranjan, MM

SUB- Publication of Tender

As per the approval accorded the following open domestic tender (photocopy of the noting sheet enclosed) is required to be published in Newspaper/Trade Journal as per the company policy ‘For appointment of service provider for disposal of scrap etc of BCCL through e-Auction’.

1. BCCL/MMD/SCRAP DISPOSAL/08-09/
2. Item- Appointment of Service Provider for Disposal of Scrap etc of BCCL through E-Auction
3. Period – For two years
4. Tender Value- 50 Lakhs
5. Due date of receipt of tender - 3 PM on 16th June 2009
6. Due date of tender opening- 3.30 PM on 16th June 2009
7. Cost of tender - Rs. 5000.00
8. Eligibility criteria- Tenders are invited from Experienced Service Provider for e-Auction ‘as per the Eligibility Criteria specified in the tender document’.

The tender notice for publication through PRO,BCCL is put up for signature please.
Enc- As above

(P.Ranjan)
Materials Manager

DyCMM(D-4)