



**BHARAT COKING COAL LIMITED**  
( A Subsidiary of Coal India Limited )  
Office of the Chief General Manager(MM)  
Commercial Block L-III , Koyla Bhawan : Koyla Nagar  
Dhanbad : 826005(Fax No- 0326-2230183)

Web site : <http://bccl.cmpdi.co.in> , email :- mgr06\_mmbccl@cmpdi.co.in

**Under jurisdiction of Dhanbad Court only.**

**ADVERTISED TENDER**

TENDER NO : PUR/ 540178 /Insecticide/PHC/08-09/112

Dt 14.12.2009

DUE DATE & TIME FOR SUBMISSION— 28.01.2010 UPTO 1 PM

DUE DATE & TIME FOR OPENING- 28.01.2010 AT 3 PM

COST OF TENDER DOCUMENT – Rs. 1000/-

VENUE OF TENDER OPENING- CGM(MM),MM DIV,BCCL,KOYLA BHAWAN,DHANBAD

REQUIRED AMOUNT OF EARNEST MONEY – Rs. 12000/-

( Please see clause no.11 & 13)

***TENDER ENQUIRY***

Document issued to: ..... ..... .....	If this Tender Document has been downloaded from our website Part-III envelope(Clause 7[c] bearing required Bank Draft for the requisite Tender Fee must be enclosed along with the tender otherwise their offer shall be rejected out rightly without any reference. However, the contents of the tender documents available for sale in our office shall be deemed as authentic .The responsibility of errors & omissions in the downloaded documents will be with tenderer
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**Sub: Notice Inviting Tender for Supply Of Insecticides & Larvicides for PHC, Deptt BCCL**

Dear Sirs,

1. 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 **Insecticides & Larvicides for PHC, Deptt BCCL** as per detailed specifications at Annexure – “A”.

**PROVEN MEANS THOSE MANUFACTURERS OR EXCLUSIVELY THEIR AUTHORISED SOLE SELLING AGENTS WHO HAVE SUPPLIED TENDERED ITEM(S) IN RECENT PAST TO THE REPUTED PRIVATE/ GOVT/ PUBLIC SECTOR UNDERTAKING HOSPITAL(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.AND ARE:-**

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 Tender cell, Purchase Department, office of the CGM(MM), Bharat Coking Coal Limited , Commercial Block , Level –III , Koyla Bhawan , Koyla 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 ' - Techno-Commercial- 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 . In other words it contains the required details as per annexure `A to C` as stated at Clause 6. However, this should not contain the price. The envelope should be sealed super scribed 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 super scribed with the tender number and the date of opening and must mark Part II.

( c ) "Part – III" [ Applicable for those Tenderers who will down loaded 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 favor 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 mark "Part-III".

All the 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.

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 & time 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 authorised representative of the attending bidders

#### NOTE.

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

b) If tender disclose their price in the techno-commercial bid(Part-I) , the offer will be re-sealed and will be treated as invalid offer by the Tender opening Committee.

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 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.12000=00** in the form of Bank Draft of any schedule Bank drawn in favour of **Bharat Coking Coal Limited payable at Dhanbad** must accompany the Part I(Techno-commercial offer) otherwise offer shall be considered unresponsive.

b) If it accompanies 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.

c) For unsuccessful tenderer, the EMD shall be refunded only after finalization of the tender

12. **Security money** – Successful tenderer are required to deposit security money in the form of Bank Draft of any schedule Bank of 10% of the order value (value means F.O.R 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 Dhanbad. In case they fail to deposit the same, the supply order shall be cancelled and the 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). For unsatisfactory supply or contractual failure the security money shall be forfeited. Please confirm the acceptance of this clause clearly.

13. State/Central Govt. Organization /PSU & Valid DGS&D/NSIC registered (for all the tendered items) , firm shall be considered for exemption for 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 A certificate that the rates quoted by the firm are the lowest and the same are applicable to other Govt. Hospital/ Hospitals of Public undertaking should be given along with the quotation.

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 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/PSU’s/Govt Deptt’s/Reputed Private Organization for the quoted items only should be submitted (For like to like comparison) along with the quotation in the Part-I with the rate received(Techno-commercial offer). List of past supplies for the item(s) with the details of order 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 alongwith 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 tenderer's signature.

(viii).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.

(ix).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.

(x) Purchase Preference Policy as per Govt.of India's office memorandum no. DPE 13(12)/2003-Fin.Vol II dt.18<sup>th</sup> 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.

(xi). 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)

(xii). 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.

**Notwithstanding 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

## **ANNEXURE- B**

### **COMMERCIAL TERMS:-**

1.Part-I i.e. TECHNO COMMERCIAL OFFER should contain the following(but not the price of any item):-

- i) Name and address of the original Manufacturer along with full details of the contacts persons, Telephone No, Fax No. , E. Mail address etc.
- ii) Details of 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.
- iii) 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.
- iv) A separate 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.

2 (B) Rates of items to be quoted in following format.

Serial No	Name of item	Packing unit	Basic price	Excise duty	Sales tax/VAT	Packing & forwarding charges	Freight charges	Insurance charges	For Destination/ Landed Value

#### **NOTE: -**

(a). Please confirm in the technical bid Part-I that the rate is not inclusive of sales tax otherwise the offer may be ignored. However if the rate is inclusive of Ex-duty they must indicate the applicable rate of Excise duty in the technical bid i.e. Part-I

(b). 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.

(c ) A blank format of Price Bid without showing price but indicating applicable tax percentage if any should be enclosed.

2.( C )Detail evaluation of financial bids.

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
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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%

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 the depot of BCCL / Family Welfare & PHC, Kalyan Bhawan, Dhanabad.

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;-** 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.

7. 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 while making payment

- Name of the Bank.
- Name of the Branch with complete address.
- Party's Account Style.
- Party's nature of Account.
- Party's Account Number.

8..**DELIVERY:-** within 30-45 days of supply order. 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.9

9..**PENALTY FOR FAILURE TO SUPPLY IN TIME:** (- As per Appendix –I)

10. **PACKING FOR TRANSIT & STORAGE.**

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.

11. **QUALITY CONTROL MEASURE**

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

12. **PRICE FALL CLAUSE:** (- As per Appendix –II )

13. **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 Majure Conditions. In the event of delay lasting out of Force Majure, 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 Majure , the bidder will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majure and neither BCCL nor the bidder shall be liable to pay extra costs provided it is mutually established that Force Majure 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.

#### **14. INSPECTION & TESTS.**

i) 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.

ii) 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.

iii) Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.

For Chief General Manager(MM)

#### **PENALTY FOR FAILURE TO SUPPLY IN TIME**

#### **APPENDIX-I**

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

In the event of failure to delivery or dispatch the stores within the stipulated date/ period in accordance with the samples and/or specification mentioned 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 stipulation will not, however apply to exports by the supplier.

The bidder should confirm their acceptance of the above clauses



**Techno-Commercial -List**

( To be filled by the Tenderer duly signed and stamped )  
Write YES or NO (Preferably)

1. Whether the tenderer is a Manufacturer-
2. Whether the tenderer is a exclusively authorized marketing outlet of a manufacturer-
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 Authorization as  
Exclusive Authorized Marketing Outlet is enclosed with the offer-
5. Acceptance of 6(Six) months offer's validity period as per clause of NIT-
6. Whether quoted prices are FIRM as per clause of NIT-
- 7 Whether Price quoted is on FOR destination basis as per NIT-
- 8 Whether rates are quoted as per NIT-
- 9 Whether Payment terms as per NIT accepted-**
10. Whether Liquidated damages & Risk purchase clause as per clause of NIT accepted-
11. Whether acceptance of Price fall clause as per NIT accepted -
12. Whether receipt of Tender fee/demand draft for tender fee enclosed-
13. Whether banned or delisted by any Govt /Quasi Govt /PSU-
- 14 Whether EMD/Security Deposit clause accepted as per NIT-
- 15 Whether import licenses /other documents enclosed (for imported items)-
16. Whether Supply order copies (for the same quoted items) of CIL/Other PSU/Govt depts/Reputed Private Organization enclosed.
17. Whether Penalty Clause, Force Majeure Clause, Inspection Clause accepted as per NIT-
18. Whether Lowest Rate Certificate enclosed-
19. Whether all the NIT terms have been accepted as per NIT in TOTO-
20. Whether you have 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-
21. Whether you have submitted the requisite EMD or have enclosed proper document notarized as per NIT for exemption in submitting EMD for all the tendered items-
22. In case of deviation from NIT, whether a list of deviation has been enclosed -  
(Answer all from 1 to 22)

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

SIGNATURE OF THE TENDERER  
WITH SEAL & STAMP

**ANNEXURE-A****TECHNICAL PARAMETERS AND TERMS****Tender no PUR/540178/Insecticides/PHC/08-09/**

<b>S L</b>	<b>Name of item</b>	<b>Quantity Required</b>	<b>Pack Size</b>
<b>1</b>	<b>Fenthion 82 .5 % emulsifiable concentrate</b>	<b>250 ltrs</b>	<b>10 Ltrs Drum</b>
<b>2</b>	<b>Deltamethrine-2.5% micronised in special aqueous suspension concentrate formulation without organic solvents</b>	<b>130 ltrs</b>	<b>1 Ltr Bottle</b>

- (1) Supplied item must have minimum 18(eighteen) months self life at the time of delivery.
- (2) All the mandatory certificates/documents required for supply of Larvicides & Insecticides must be enclosed in technical bid.
- (3) Manufacturers Test & Guarantee Certificates must be submitted along with the supply.
- (4) Illustrated leaflets/Literatures must be submitted along with technical bid.
- (5) Product should be ISI Mark.