

BHARAT COKING COAL LIMITED

(A Subsidiary of Coal India Limited)

☎ : 0326 - 2202002

WASHERY DIVISION

FAX No. : 0326 - 2222644

SARAIHELLA : DHANBAD - 828127 (JHARKHAND)

UNDER JURISDICTION OF DHANBAD COURT ONLY

NOTICE INVITING TENDER

TENDER NO. : 900010/01/07/09-10/1070016/

DATED : 07-04-09

DUE DATE & TIME FOR SUBMISSION : 11.5.09, 1 P.M.

DUE DATE & TIME FOR OPENING : 11.5.09, 3 P.M.

REQUIRED AMOUNT OF EARNEST MONEY : Rs. 7572/- only.

COST OF TENDER PAPER : NIL / Rs. -

(PLEASE SEE CLAUSE NO. 8)

To
M/s.

Sl. Description	Qty.
1. Coal Frother	2625 Kgs.

Dear Sir,

You are Invited to submit your TENDER FOR SUPPLY OF Materials as above
(Annexure 'B' enclosed) as per details furnished below :-

1. Tenders are invited in duplicate for supply of tendered items from those to whom this NIT has been issued or from Proven / Bonafide manufacturers or their authorized Sole / Selling Agents / Distributors / Dealers or past suppliers of Washery Division. Tenders should be submitted in Sealed cover duly superscribing our Tender No. & date, due date and name of the Tenderers, strictly in the manner as described in clause No. 2 & 3 of this document.
2. Tenders may be deposited in person by the tenderer or by post / courier on or before the due date and time. Tenders shall be deposited in the Tender box kept in the office of the Dy. C. M.M. (P & S), Washery Division, Saraidhella.
3. (a) The offers are to be submitted in one / two parts. In case of two parts, the first part Part-I i.e. Techno commercial offer should contain the detailed technical and commercial terms of the offer. However, this should not contain the price. The envelope should be sealed superscribed with the tender number and the date of opening and marked as "Part-I".

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- (b) The second Part "Part-II i.e. price bid" should contain the details of price and the envelope should be sealed superscribed with the tender number and the name of the bidder and marked as "Part-II". The Part-II i.e. Price Bid should contain the following:-
- i) Rate (Prices) must be quoted on FIRM price & FOR Destination basis with the following break up.
- (a) Ex- Works Price - if any
- (b) Freight, Insurance Packing & Forwarding Charges separately, if applicable.
- (c) Excise duty if applicable (It will be payable extra on Ex-works price basis against documentary evidence).
- (d) Sales Tax will be payable extra as applicable.

- NOTE : 1. In case the quoted rate is inclusive of sales tax or excise duty, the existing rate of E. D./S. T. should be indicated.
2. Sealing of the envelopes must be ONLY by sealing was embossed with the logo or monogram of the tenderers. The name and address of the bidder must also be indicated on the envelopes. Please note that envelopes sealed by only Gum or stapled shall not be accepted. The two sealed envelopes i.e. "Part-I" (Techno-commercial bid). "Part-II" (price bid) should be kept in a bigger envelope marking details of the tender No. and due date of opening.

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

NOTE :

- (a) Tender not submitted in the above manner may not be accepted.
- (b) If tender discloses their price in the techno-commercial bid (Part-I), the offer will be re-sealed and will be treated as invalid offer by the Tender opening Committee. The price bids i.e. Part-II of only those tenderers whose Part-I is found to be techno-commercially acceptable to BCCL will be opened later on. Date and time of opening will suitably be intimated to such bidders whose offers are found techno-commercially acceptable, and if the estimated value of the NIT is more than Rs. 10.00 lakhs.

5. Bharat Coal Limited reserves the right to accept or reject any or all offers in Part-I or Part-II without assigning any reason thereof. No dispute of any kind can be raised against this decision by any bidder in any court of law or elsewhere.

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

Liquidated Damage - As per general terms & conditions as at Sl. No. 12 hereinafter.

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

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Validity — The TENDER must be valid for 120 days from the date of opening of the TENDER.

Earnest Money :— (A) Earnest Money of Rs. 7972/- in the form of Bank Draft/Banker's cheque of any schedule bank drawn in favour of Bharat Coking Coal Limited payable at Dhanbad must accompany the part-1 of the offer i.e. the first envelope containing technical & Commercial terms, failing which the offer will be considered unresponsive and will be ignored.

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

(C) Those who are Central/State Govt. Undertaking, or are registered with D. G. S & D/ NSIC/BCCL Anciliaries for tendered items and who can submit copy of valid regn. Certificate on the due date of the tender - are exempted from furnishing Earnest Money.

9. Security Deposit :— Successful tendered may be required furnish security deposit for 10% of the total value of the order including taxes, duties, transportation charges etc. in form of Bank Guarantee as per our format within 15 days of placement of order, In case the firm fails to submit the same the order will be cancelled and the case will be processed to order elsewhere and the firms performance will be kept recorded for future dealing with them, For successful tenderers, the Earnest Money deposit may be adjusted against the security Deposit. Bank Guarantee will be released within 30 days of satisfactory execution of the order. For un-satisfactory performance the Bank Guarantee may be encashed by BCCL.
10. Delivery is required as Immediately, Required for Dugda Col Wash
The tenderer should confirm their delivery period in clear terms.
11. Printed terms & conditions of the tender will not be considered. Tenderers are requested to submit their offer complete in all respects as per the details furnished in the tender and confirm compliance to each point in the Part-1 i.e. containing Technical and Commercial terms of their offer. All supporting documents are also to be submitted in Part-1 i.e. Envelope containing Technical & Commercial terms. All the pages of the tender document must be signed with Company's Seal.
12. In the event of failure to supply the Material within the stipulated delivery schedule liquidated damage will be recovered at the rate of 0.5% of the value of undelivered item each week or part thereof limited to 10%. This can be increased to 15% at the discretion of the appropriate authority. BCCL also reserve the right/s to cancel the supply order or part thereof at the risk & cost of defaulting supplier.
13. Tenderers who suo-moto offer different prices or change the terms which effects the quoted price of the firm within validity of the offer will be treated as invalid offer and action against such tenderer as per C.I.L. rules / procedure shall be taken.
14. Details regarding location of works is to be indicated. BCCL reserves the right to Carryout pre-despatch inspection / inspection during manufacturing process if necessary.
15. Tenderers are to please note with care that normally no deviation from our terms mentioned in the NIT is acceptable. Tender which are in deviation may be ignored without any further reference to the tenderers.

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16. Bill of quantity is enclosed as Annexure - I.

17. FOLLOWING CLAUSES SHALL ALSO APPLY TO THIS NIT :—

- (A) All clauses of the NIT should be read carefully and complied with. We may tenderers to furnish clarifications for commercial terms quoted by them. Off . the
not as per NIT shall be ignored / rejected. ch are
- (B) Provenness has to be established wherever the tenderers are requested to do so.
- (C) For Washery Division, a tender will be treated as "Proven" if the tenderer has suppliers the tendered items to any Public Undertaking or Private undertaking if certified copies of respective Purchase orders are enclosed with the techno-commercial bid. If specified in the enquiry, only supplies made to Coal Washeries shall be taken into consideration.
- (D) If asked for in the enquiry, certified copies of valid Authorized dealership certificate for the items in question should be enclosed in your techno-commercial bid, where ever asked for, maker's name / brand should be mentioned in the offer.
- (E) If asked for in the enquiry, certified copies of valid D G S & D registration / NSIC registration certificate should also be enclosed.
- (F) If the tendered items are also being manufactured by our own ancillary units, some quantity subject to maximum of 50% of the tendered quantity may be diverted on our ancillaries at the quoted technically acceptable lowest rates.
- (G) The participating ancillary units of BCCL, who are registered for the tendered items should furnish their approved annual capacity and details of orders received by them during the year for the items in question. BCCL may place order on them subject to a maximum of 50% of their approved annual capacity. If there are more than one ancillary, this quantity will be suitably distributed among them. The order so placed will be on the lowest rates obtained against this tender. Those participating ancillaries who do not comply with this clause shall not be offered any lowest rates for their acceptance and ultimately, no order will be placed on them in this system.
- (H) Materials offered by the tenderers must be covered by tender's standard Guarantee Warantee clauses of 12 months from the date commissioning or 18 months from the date of supply (whichever is earlier) against manufacturing defect / faulty workmanship breakage etc. Unless otherwise stipulated.

18. Each and every page of tender document must be signed and stamped

19. Hand written offer will be rejected.

15/4/08
BHARAT COKING COAL LTD.
FOR WASHERY DIVISION

BCCL Press 04 / 19 / 08 - 09 - 20 x 4 Pads.

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07/4/08

CHECK LIST of COMMERCIAL TERM & CONDITIONS of NIT

You are required to confirm acceptance or non-acceptance of the various commercial term & conditions as per the NIT as mentioned below and submit the same with your offer duly signed and stamped. For acceptance you have to tick mark the 'YES/NO' column and for the non-acceptance please mark 'X' in the 'YES/NO' column.

SLNo.	Term& Condition	YES/NO
01.	Quoted for NIT items & qty.	
02.	Payment term	
03.	Delivery Period	
04.	EMD deposited	
05.	Security Deposit	
06.	Liquidated Damage	
07.	Warranty/Guarantee	
08.	Force Majure Conditions	
09.	Submission of Dealership Certificate	
10.	Submission of Test Certificate	
11.	Whether Ancillary for the tendered item	
12.	Whether NSIC/DGS&D Regd. for the tendered item	
13.	Price Certificate	
14.	Submission of Proof of Proven ness	
15.	Submission of Approval Certificates	
16.	Prices are Firm	

Note: Any deviation to the NIT other than above to be recorded separately.

Signature of the Tenderer with Seal

Remark of the Dealing Asst: Offer commercially acceptable/ not acceptable

Remark of the Dealing Officer: Signature of the Dealing Asst
Agreed/ not agreed to the above remark

Signature of the Dealing Officer
Countersigned

Dy. CMM/WD

