



BHARAT COKING COAL LIMITED

(A Subsidiary of Coal India Limited)

Office of the General Manager(Rescue)

MRS,Dhansar

PO: Dhansar, Dhanbad

PIN: 82810060

Fax: 0326 2291380

Web site : <http://bccl.cmpdi.co.in>

Under jurisdiction of Dhanbad Court only.

TENDER NO : BCCL/MRS /Resuscitating Apparatus/ 09-10 /1086

DUE DATE & TIME FOR SUBMISSION — Up to **06 Aug.2009 1 PM**

DUE DATE & TIME FOR OPENING AT **06 Aug.2009 3..30 PM**

ESTIMATED COST - Rs 4.8 Lacs.

COST OF TENDER DOCUMENT – Rs 1000/-

REQUIRED AMOUNT OF EARNEST MONEY –Rs.9,600/-

(Please see clause no.11 & 13)

DATED 27/6/2009

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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Dear Sirs,

Sub: Notice Inviting Tender for supply of 2 nos. RESUSCITATING APPARATUS FOR MINES RESCUE SERVICES BCCL.

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 2 nos. Resuscitating Apparatus for MRS,Dhansar BCCL as per detailed specifications as Annexure – “A”.

PROVEN MEANS THOSE MANUFACTURERS OR EXCLUSIVELY AUTHORISED SOLE SELLING AGENTS WHO HAVE SUPPLIED TENDERED ITEM(S) IN PAST TO (a) OEM OR (b) TO THE MINING INDUSTRY AND/OR TO THE OTHER INDUSTRIES(PRIVATE OR GOVERNMENT/PUBLIC SECTOR UNDERTAKING—INDIGENOUS OR GLOBAL) AGAINST REGULAR (FIRM) 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 ORDERS

2. The offers are to be submitted before the closing date and time as mentioned above.

Late tenders will not be considered.

3. Tenderers may be deposited in person by the tenderer in the Tender Box kept in the chamber of GM secretary at the office of GM(Rescue), BCCL, Dhanbad or sent by post or courier to the above address. MRS, BCCL, 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. Tender document may be purchased from the office of the GM (Rescue) on cash payment of Rs 1000/- to the above office. Sell of tender papers will start from 06th July 2009 and will be closed on 05th Aug 2009 at 1pm
6. The tender document is divided into the following parts:
- i) Annexure 'A' - Technical specification
 - ii) Annexure 'B' - Commercial terms and conditions
 - iii) Annexure 'C' - Check List
7. (a) 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 load 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 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. Please note that envelopes stapled shall not be accepted.
- 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 and 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 (Technocommercial Offer) & Part-III (Tender fee) will be opened on the due date & time of tender opening in presence of authorised representative of the attending bidders.
- Note-
- a). Tenders not submitted in above manner will not be accepted.
- b). If tenderer disclose their price in the Techno Commercial bid (Part-I) the offer will be resealed 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 o 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. 9600/- in terms 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 is accompany 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% of the order(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 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 registered (for 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. 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 ONLY.

IMPORTANT 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 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 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 authorised 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). BCCL reserves the right to increase or decrease the tendered quantity 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 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.

(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.

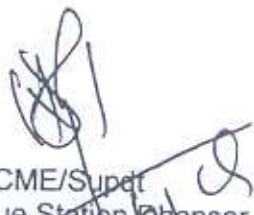
(xii). As per Central Vigilance Commission (CVC) guide lines, no post tender negotiations may be held except in case of Proprietary Purchase or for items with limited source of supplies (negotiation in such case may be held only with L-1 / preferred L-1 vendor)

(xiii). 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, MRS, 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


Dy CME/Supdt
Mines Rescue Station Dhanesar
Dhanbad (BCCL)
For & on behalf of Bharat Coking Coal Limited

Copy to:-

1. Sr PRO BCCL with the request to publish this NIT in company's website and news papers as per the norms of the company.
2. D (T) OP / D(T) P&P / CVO.
3. CGM (Finance) / CME (IE)
4. GM (Administration) to display this NIT in the Koyla Bhawan notice board.
5. Dy. Chief Material Manager (P) BCCL , Lyons Range , Kolkata
6. Material Management Cell CIL , 5th Floor Core , I & II Scope Minar , Laxmi Nagar, Dist- Centre New Delhi, 92.