TENDER NO. - PB/PUR/2009-10

DUE DATE & TIME FOR SUBMISSION: 01.12.2009 UPTO 1 P.M.
DUE DATE & TIME FOR OPENING: 01.12.2009 A.F 3 P.M.
COST OF TENDER DOCUMENT - RS. 1000.00 (One Thousand)
REQUIRED AMOUNT OF EARNEST MONEY - RS. 1000.00
(Please see clause no. (9) & (12)
SECURITY MONEY - IT MAY BE ACCEPTED IN TERMS OF BANK GUARANTEE ALSO OF ANY SCHEDULED BANK (REF CLAUSE NO. - 11)

TENDER INQUIRY

Dear Sirs,

Subject: Notice Inviting Tender for supply of Cylinder of Steam Winder.

1. Sealed tenders are invited in duplicate only from the proven manufacturers or their authorised sole selling agents / distributors authorized by their manufacturer to offer against this tender for supply of Cylinder of Steam Winder to BCCI as per annexe 'A'.

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

3. Tenders may be deposited in person by the tenderer in the Tender Box kept at Tender Cell, Purchase Department, Office of General Manager, P.B. Area, P.O. Kansilingam, Dist. Dhubab at or before the time and date as mentioned above. 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 acceptance 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: Check 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 economical 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 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 down load tender documents from our website.

In case the intending tenderer may obtain the requisite tender fee as Bank Draft from any scheduled Bank drawn in favour of "BHARAT COALING COAL LIMITED" payable at Dhamnod in the "Part - III" envelope. The envelope shall be sealed, superscribed with tender number and due date of opening and must mark "Part-III".
Sealing of all the envelopes must be ONLY by sealing wax imprinted 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 staples 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 number and due date of opening.

In absence of "Part-III" envelope offer shall be rejected outright 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 authorized representative of the attending bidders.

9. Tenders not submitted in the above manner will not be accepted.
   a) If tender disallow their price in the techno-commercial bid (Part-I) the offer will be resealed and will be treated as invalid offer by the Tendering Committee.
   b) 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.

10. Earnest Money:
    a) An Earnest money of Rs.10,000.00 in form of Bank Draft of any scheduled Bank drawn in favour of Bharat Coalig Coal Limited payable at Dhamnod must accompany the Part I (Techno-commercial offer) otherwise offer shall be considered unresponsive.
    b) If it is accompanied the Part-III (Price bid), it will be presumed that tenderer did not deposit the requisite Earnest money and their offer shall be considered unresponsive. For unsuccessful tenderer, Earnest money shall be refunded immediately after finalisation of the tender.

11. Security money - Successful tenderers are required to deposit security money in the form of Bank Draft of any scheduled Bank drawn in favour of "BHARAT COALING COAL LIMITED", payable at Dhamnod or in the form of Bank Guarantee of a Public Sector Bank of 10% value of the order (value amount F.O.R. destination price) within 15 days from the date of receipt of order otherwise supply order shall be cancelled and firm's performance as to be kept recorded for future
dealings with them, EMD should be converted to security money which will be refunded to the firm within 30 days of execution of the contract. For unsatisfactory performance and/or contractual failure the security money shall be forfeited. Please confirm the acceptance of this clause clearly.

12. State/Central Govt. Organisation, PSU & Valid DBKEYS/DBRSC registered for tendered items, bids shall be considered for exemption for submission of EMD/security money, if they can produce documentary evidence.

13. The bidders must give a declaration that they have not been banned or de-listed by any Government or quasi-Government agencies or PSU’s. If a bidder has been banned by any Government or quasi-Government agencies or PSU’s, 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.

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

15. Tenders of those tenderers who suo moto offer different prices or change the terms which affect the quoted price of the item 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.

16. ALL CONTRACTS WILL BE IN ACCORDANCE WITH THE PREVALENT INDIAN LAW AND ALL DISPUTES ARE SUBJECT TO THE JURISDICTION OF Dhalbod COURT ONLY.

IMPORTANT NOTE:

(i) The agencies are requested to go through all the Annexure and furnish specific replies to each question raised therein.

(ii) Printed terms and conditions of the tender 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 & no further clarification on technical commercial aspect may be entertained.

(iii) Normally no deviation is acceptable to our tender documents. Offers as asked must be submitted complete in all respects.

(iv) Self attested copies of orders received from subsidiaries of CIL or any other Govt. Undertaking are kept for the quoted items should be submitted along with the quotation in the Part-III Technical-commercial offer.

(v) The complete offer should be typed in the letter head of the tenderer hand written quotation will be summarily rejected. It forms 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 annexed by company’s authorised signature.

(vi) All pages of tender documents should be signed and have company’s seal.

(vii) Bared and cover 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 (Technical-commercial offer) indicating any deviation in their offer from the Technical and Commercial terms specified required.
(ix) Bharat Coking Coal Limited reserves the right—

Purchaser preference to be given to the Central Public Sector Enterprises (CPSEs) in line of Govt of India's guideline.

Notwithstanding anything said above, BCCL reserves the right to follow any guideline or instruction received from the Government or any statutory body from time to time.

End: As above

Yours faithfully

For & on behalf of Bharat Coking Coal Limited,