



**BHARAT COKING COAL LIMITED**  
(A Subsidiary of Coal India Limited)

Office of the General Manager, Western Jharia Area  
PO: Moonidih, Dist: Dhanbad – 828 129 (Jharkhand)

Ph: 0326 –2273483, 2273445; Fax: 0326-2273445; E-Mail: area14gm@sify.com

UNDER THE JURISDICTION OF DHANBAD COURT ONLY

Order No. BCCL/WJA/MND/AM(MM)/AP-237/09-10/749

Date: 19/20.02.2010

The date & time for submission : 09.04.2010 at 1:00 PM  
Due date & time for opening : 09.04.2010 at 3:00 PM  
Required amount of Earnest Money : Rs.15,624.00 only  
(Please see Clause No. 13) /REGISTERED POST/  
Cost of Tender documents : Rs.1000.00 only

To  
M/S. \_\_\_\_\_

Estimate Value: Rs.7,81,200.00 only

Dear Sir,

Sub: Notice inviting tender for supply of Industrial Gases for W.J. Area, Moonidih.

- 1) Sealed Tender are invited in duplicate from the proven manufacturers or their Authorized sole selling agents / distributors authorized by their manufacturer to offer against the tender for supply as above to BCCL, W.J. Area as per Annexure-A.

Proven name of the manufacturer who have supplied the similar items in BCCL or Areas against HQ. Supply order or the area supplier of similar items(s) in other subsidiaries / area of CIL or any other Govt. Department / Undertakings. Those tenderers who did not supply the similar items for last 03 (three) years to BCCL or Areas of BCCL or any other subsidiaries of CIL or any Govt. Department / Undertakings will not be considered. Proven and for proves of provency they must enclosed the supply order copies of similar items(s) along with the offer, order for successfully supplied quantity during proceeding 3 (three) should not be less than 40% of our tendered quantity. (Similar items(s) means the items which are in the tender, period will be considered as on the date of tender opening).

- 2) The offers are to submit before the closing date and time as mentioned above.
- 3) Tenders may be deposited in person by the tenderer on or before the due date and time in the Tender box kept at Materials Management Department, Office of the CGM, W.J. Area, Bharat Coking Coal Limited, PO: Moonidih, Dist: Dhanbad – 828 129 or sent to post or courier to the above address BCCL, W.J. Area however does not take any responsibility for loss of Tender in transit. A Tender, which has not been submitted on the due date and before the time of opening of tender will not be considered. No relaxation in this respect will be entertained.

- 4) Tender sent through Telegram, Telex, Fax or E-mail will not be considered.
- 5) The details of technical specification or required item is as per Annexure-A.
- 6) Quotation against the tender enquiry must be submitted in the following way:
  - a. "A" Technical details with technical specification : ***It should be in***
  - b. "B" Commercial terms & condition without prices : ***part-I & techno-commercial bid***
  - c. Price only: ***It should be Part-II Price Bid***
  - d. Part-III envelop requisite tender fee as indicated in the notice in term of bank draft of any schedule bank drawn in favour of BCCL payable at Dhanbad.
- 7)
  - a. The offers are to be submitted in 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 date of opening and must mark "PART-I".
  - b. The second "Part-II i.e. price bid" should contain the details of price only. The envelope should be sealed superscribed with the tender number and date of opening and must mark "PART-II".
  - c. Sealing of the envelope must be only by sealing wax / embossed with the logo or monogram of the tenderers. The name and address of the bidders must also be indicated on the envelopes. Please note that the envelopes sealed by only gum or stapled shall not be considered / accepted. The two sealed envelopes i.e. Part (Techno-commercial Bid) & Part-II (Price Bid) thereafter should be put in another envelope super "Tender Number & Due date of opening on 09.04.2010 and Bids enclosed on the TOP LEFT CORNER of this envelope.
- 8)
  - a. PART-I (Techno-commercial Offer) will be opened on the due date of tender opening in presence of the authorized representative of the attending bidder.
    - i. Tender not submitted in the above manner will not be accepted.
    - ii. If Tenderer disclose their price in the Techno-commercial Bid (Part-I) the offer will be re-sealed and will be treated as invalid offer by tender opening committee.
  - b. The second part "PART-II i.e. Price Bid" should contain the details of price only. The envelope should be sealed superscribed with tender number and date of opening and must mark PART-II.
    - i. Price must be quoted FIRM & F.O.R destination basis with the following breakup.
    - ii. Freight, Insurance, Packing & Forwarding charges on lump sum basis, if any.
    - iii. Excise duty if applicable (It will be payable extra on Ex-work price basis) against Documentary evidence.
    - iv. Sales Tax (It will be payable extra as applicable).

- v. Guarantee: Standard guarantee will be applicable i.e. 12 months from the date of use or fitment on 18 months from the date of supply whichever is earlier.

**NOTE:**

- The rate must be quoted Firm till execution of order and F.O.R destination basis.
  - The rates should be inclusive of packing and forwarding, freight & insurance charges.
  - If the rate is inclusive of Excise duty, they must indicate the applicable rate of Excise duty in the Technical Bid, Part-I.
  - The rate must be indicated both in figure and in words. If there is a difference between two, the amount appearing in the words shall be taken for consideration.
  - Conditional discount including quantity discount will not be considered for comparative purpose evaluation to ascertain the competitiveness of the tender.
- c. Part-II envelop requisites tender fee as indicated in the tender notice should kept in a bigger envelope giving details of the tender No. & due date and time submission and opening alongwith the name and address of the bidders. In absence of Part-III envelope offer shall be rejected outrightly any reference for those tenderers who have down loaded the tender document from our web site.

Part-I (Techno-commercial) & Part-III (Tender fee) will be opened on [09.04.2010](#) due date of tender opening in presence of the authorized representative of the attending bidders.

The rate must be indicated both in figure and in words. If there is a difference between two, the amount appearing in the words shall be taken for consideration.

Conditional discount including quantity discount will not be considered for comparative purpose. Cash discount or prompt payment discount will also be treated in the same manner. However, only un-conditional discount will be taken into account for comparative evaluation to ascertain the competitiveness of the tender.

The Price Bid i.e. Part-II of only those tenderer whose Part-I is found to be techno-commercially acceptable to BCCL, W.J. Are will be opened later on. Date and time of opening will be suitable be intimated to such bidders whose offers are round techno-commercially acceptable.

- 9) Payment Terms: The following terms will be govern this tender: Tenderers are requested to not to put any additional conditions in their offer and shall quote strictly as per terms of payment as follows: 100% payment shall be made within 30 days on receipt and acceptance of materials at our site by the consignee.

- 10) Liquidated damage: As per general terms & condition Sl. No. 19.

- 11) Validity: The offer must be valid for acceptance for a period of 6 (six) months i.e. 180 days from the date of opening tender, offers will not be permitted to be withdrawn during this period.
- 12) Price validation: The rate offered in price bid should be on firm basis with no escalation change whatsoever during the purchase contract.
- 13) Earnest Money:
- a. An earnest money of Rs. **15,624.00** 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 did not deposited the requisite earnest money and their earnest money shall be refunded immediately after finalization of tender, with approval of competent authority. The tender money/earnest money will be forfeited if any tenderer withdraws their offer before finalization of the tender or fails to submit order acceptance within 15 (fifteen) days from the date of order.
- 14) Security Money: Successful tenderer will be required to deposit security money in the form of Bank Draft of any schedule Bank drawn in favour of Bharat Coking Coal Limited payable at Dhanbad for 10% of the total value of order including taxes, duties, transport charges etc (value means FOR destination price) within 15 (fifteen) days from the date of receipt of order.
- In case the firm falls to submit the same, the order will be cancelled and the case will be processed to order else were and the performance will be kept recorded for future dealing with them. For successful tenderer E.M.D will be adjusted against security deposit, which will be refunded to them 30 days of executive of the contract. For unsatisfactory performance and or contractual failure the security money shall be forfeited. Please confirm acceptance of this clause.
- 15) State / Central Govt. organization, PSV & Valid DGS&D / NSIC registered (for tendered items) firm will be considered for exemption for submission of EMD / Security money, if they can produce documentary evidence issued by Govt. Authorities for according such documents. All such documents should be self attested and also duly attested by the NOTARY PUBLIC.
- 16) Delivery Period: **As and when required basis in the year 2010-11.**
- 17) Printed terms and conditions of the tender shall not be considered Tenderers are requested to submit their offer completion in all details furnished in the tender and confirm compliance to each point in the Part-I. All the pages of the tender documents must be signed with company's seal. Erased and over written quotation will be summarily rejected unless corrections are authenticated with the tenderers signature.
- 18) Hand written offer will not be accepted, it must be typed.
- 19) In the event of failure of supply the materials within the stipulated delivery schedule, liquidated damage charge will be recovered at the rate of 0.5% of the value for each week or part thereof added to 10%. This can be increased to 15% at the

discretion of the appropriate authority. BCCL, W.J. Area also reserves the right to cancel the supply order or part thereof at the risk & cost of defaulting supplier.

- 20) Tenderers who suo-moto offer different prices or change the terms which affect the quoted price of the firm within validity period of the offer, will be treated as invalid offer and action against such tenderers as per CIL rule / procedure shall be taken.
- 21) Details regarding location of works is to be indicated in Part-I i.e. Techno-commercial offer, BCCL reserves the right to carryout pre-despatch inspection / inspection during manufacturing process, if necessary.
- 22) Price Fall Clause will be applicable:
- a. 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.
  - b. It 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 GM, WJA, BCCL Moonidih, 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 corresponding reduced. The above stipulated will not, however apply to exported by the supplier.

The bidder should confirm their acceptance of the above clause.

- 23) BCCL, WJA reserved the right to reject or to accept any tender fully or partially without any reason what so ever.

Yours faithfully,

**Dy. C.M.M /Area Manager (MM),**  
W.J. Area, Moonidih

**Technical specification of industrial gases, WJA**

Sl	Item Description	Quantity
1	Dissolved Acetylene (DA) gas for Industrial use 98% purity confirming to IS-308/1988 at pressure of 20kg/CM <sup>2</sup> (Min) each cylinder and capacity 6.4 Cum with latest amendment	3000 Cum
2	Compressed Oxygen gas for Industrial use 99.5% purity confirming to IS-309/92 at pressure of 140 Kg/CM <sup>2</sup> each cylinder and capacity of 7 Cum with latest amendment	9000 Cum

**Note:**

- 1) Cylinder security: No security deposit will be applicable for supply of gas in seller's cylinder.
- 2) Each cylinder of oxygen & DA will be fitted with protective cap.
- 3) Quantity verification: For verification of quantity being supplied in cubic meter the equivalent conversion factor is given as under:
  - a. OXYGEN: for 7 cum cylinder settled pressure should be 140 kg/sq. cum for 8 cum cylinder it should be 152.8 kg/sq. cum.
  - b. ACTYLENE (DA): 1 Kg. DA gas 0.94 cum mtr.
- 4) L-1 price will be considered on basis of price of oxygen & DA per cum together i.e. each.
- 5) The price will be remain firm and for supply on for destination basis including packing & forwarding, freight & insurance charge.
- 6) Packing – The consignment should be security packed to with stand the rigorous of transport to prevent any loss in transit.
- 7) Inspection: Final inspection will be arranged by the consignees at destination.
- 8) Delivery: As & when required by the consignee but within 03 (three) days of receipt of demand.

All offers should be as per our NIT and confirming to the technical specification enclosed.

Any offer deviating from the technical specification should be accompanied by the chart indication pressure & corresponding size of the cylinder, in cum quantity verification will be done by:

1 Kg DA gas	:	0.94 cum
7 cum oxygen	:	140 Kg/cum <sup>2</sup>
8 cum oxygen	:	152.8 Kg/cum <sup>2</sup>