

BHARAT COKING COAL LIMITED

(A Subsidiary of Coal India Limited) Phone : 0326-2202002

Fax No.0326 2222644

WASHERY DIVISION

SARAIHELLA:DHANBAD-828 127 (JHARKHAND)

UNDER JURISDICTION OF DHANBAD COURT ONLY

NOTICE INVITING TENDER

Tender No. 100011/02/06

Date : 02.03.2010

| | | |
|----------------------------------|---|---------------------------|
| DUE DATE & TIME FOR SUBMISSION | : | 26.03.2010 upto 1:30 P.M. |
| DUE DATE & TIME FOR OPENING | : | 26.03.2010 at 3:30 P.M. |
| REQUIRED AMOUNT OF EARNEST MONEY | : | 11960/- |
| COST OF TENDER PAPER | : | NIL |

(PLEASE SEE CLAUSE NO. 8)

To
M/s. _____

Dear Sir,

You are invited to submit your tender for supply of **As per Annexure-I for Moonidih Coal Washery** as per detail furnished below :

1. Tenders are invited in duplicate for supply of tendered 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 super scribing our Tender No. & date, due date and Name of the Tenders, strictly in the manner as described in clause No. 2 & 3 of this document.
2. Tenders may be deposited in person by the tenderer on 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.
3. (a) The offers are to be submitted in two parts. In case of two parts, the first part Part-I i.e. Techno commercial should contain the detailed technical and commercial terms of the offer. However, this should not contain the price. The envelop should be sealed super scribed with the tender number and the date of opening and marked as "Part-1".

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(b) The second part “Part-II i.e. Price Bid” should contain the detail of price only. The envelop should be sealed super scribed with the tender number and the date of opening and marked as “Part-II”. The part-II i.e. Price Bid should contain the following:-

- i) Rates (Prices) must be quoted on firm price & FOR Destination basis with the following breakup.
 - (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 envelop 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 envelops. Please note that envelops sealed by only Gum or stapled shall not be accepted. The two sealed envelops i.e. “Part-I” (Techno commercial bid), “Part-II (Price Bid) should be kept in a bigger envelop marking detail of the tender No. and due date of opening.
3. Part-I (Techno –Commercial offer) will be opened on due date of tender opening in presence of the authorized representative of the attending bidders. If the estimated value is more than 10.00 Lakh.

NOTE :

- (a) Tender not submitted in the above manner may 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. The price bid i.e. Part-II of only those tenderers whose Part-1 is found to be techno-commercially acceptable to BCCL will be opened later on. Date and time of opening will be 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 Lakh.
4. Bharat Coking Coal Limited reserve the right to accept or reject any or all offers in part or in full without assigning any reasons thereof. No dispute of any kind can be raised against this right of the buyer in any Court of Law or elsewhere.
5. Payment Terms : The following payment terms will govern this tender : 100% payment shall be make within 30 days of receipt and acceptance of materials at site by the consignee.
- Tenderers are requested not input any additional condition in their tender and shall quote strictly as per terms of payment as follows-
- Liquedate damage – As per General terms and conditions as at Sl.No.12 herewith.
- 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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6. Validity : The TENDER must be valid for 180 days from the date of opening of the TENDER.
7. Earnest Money : (A) Earnest Money of Rs. **11960.00** 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-I of the offer i.e. the first envelop containing technical and commercial terms, failing which the offer will be considered unresponsive and will be ignored.
(B) For unsuccessful tenderer's the Earnest Money will be refunded immediately after finalization of the tender, the Earnest money will be forfeited if any tenders withdraw their offer before finalization of tender without any valid and acceptable reason.
(C) Those who are Central / State Govt. Undertaking, or registered with DGS&D / NSIC/ BCCL Ancillaries for tendered item and who can submit copy of valid registration certificate on the due date of the tender are exempted from furnishing earnest money.
8. Security Deposit : Successful tenderer may be required to furnish security deposit for 10% of the total value of the order including tax, duty, transportation charges etc. in form of Bank Guarantee as per our format within 15 days of placement of order, incase of firm failed to submit the same the order will be cancel and the case will be processed to order else where and the firms performance will be kept recorder 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 encased by BCCL.
9. Delivery within 2 to 3 months.
The tenderers should confirm their delivery period in clear terms.
10. Printed terms and conditions of the tender will not be considered. Tenderers are requested to submit their offer complete in all respect as per the detail furnished in the tender and confirm compliance to each point in the Part-I i.e. containing technical and commercial terms of their offer. All supporting documents are also to submitted in Part-I i.e. envelop containing technical and commercial terms. All the pages of the tender documents must be signed with Company's seal.
11. In the event of failure to supply the material within the stipulated delivery schedule liquidated damage will be recovered at the 0.5% of the value of undelivered item each week or part thereof limited to 10%. This can be increase to 15% at the discretion of the appropriate authority. BCCL also reserves the right to cancel the supply or part thereof at the risk and cost of defaulting supplier.
12. Tenderers who suo-moto offers different prices or change the terms which effect the quoted price of the firm within validity of the offer will be treated as invalid offer and action against such tenderers as per CIL rules /procedure shall be taken.
13. Detail regarding allocation of works is to be indicated. BCCL reserves the right to carry out pre-dispatch inspection / inspection during manufacturing process if necessary.
14. Tenderers are to please note with care that normally no variation from our terms mention in the NIT is acceptable. Tender which are in deviation may be ignored.
15. Bill of quantity is enclosed as Annexure-I.

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16. FOLLOWING CLAUSE SHALL ALSO APPLY TO THIS NIT :-

- (A) All clause of NIT should be read carefully and compile with. We may not ask the tenderers to furnish clarification of commercial terms quoted by them. Offer which are not as per NIT shall be ignored / rejected.
 - (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 tenderers has supplied the tendered item to any Public Undertaking or Private Undertaking. Certified copy of respective purchase order 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 ask for in the enquiry, certified copy of the valid authorized dealership certificate to the items in question should be enclosed in your techno-commercial bid, wherever, asked for, maker’s name/brand should be mentioned in the offer.
 - (E) If asked for in the enquiry, certified copy of valid DGS&D registration / NSIC registration certificate should also be enclosed.
 - (F) If, the tendered item are also 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 rate.
 - (G) The participating ancillary unit of BCCL, who are registered for the tendered item should furnish their approved annual capacity an detail of orders received by them during the year for their item 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 rate obtained against this tender. Those participating Ancillaries who donot comply with this clause shall not be offered any lowest rate for their acceptance and ultimately no order will be placed on them in this system
 - (H) Material offered by the tenderers must be covered by the tender’s standard guarantee/ warranty clause of 12 months from the date of commissioning or 18 months from the date of supply (which ever is earlier) against manufacturing defect / faulty workmanship / breakage etc. unless otherwise stipulated.
17. Each and every page of tender must be signed and stamped.
18. Hand written offer will be rejected.

BHARAT COKING COAL LIMITED
FOR WASHERY DIVISION

ANNEXURE –I

| Sl.No. | DESCRIPTION | QTY |
|---|--|--------|
| SPARE FOR SECONDARY CRUSHER UNIT | | |
| 1. | Underflow chute liner for secondary Crusher house screen as per Drg. No. MCW/89/5 Material S.S. 304 | 01 Set |

Note : 1. Drawing may be seen in the office of the Dy. C.M.M. (P&S) Washery Division in any working day except Sunday and holiday.

2. For provness firm has to be submit P.O. copies of tender item from any Govt. Department or PSUs including CIL and its subsidiaries received by them.

Dy. C.M.M. (P&S)