



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

Purchase Department  
Office of the General Manager  
P.B. Area  
P.O. Kusunda, Dist: Dhanbad  
Jharkhand  
Pin: 828116  
Ph. 0326-2330361  
Web site: <http://bccl.cmpdi.co.in>

Under jurisdiction of Dhanbad Court only.

TENDER NO – PBA/PUR/2009-10/ 03

Date: 22.04.2009

DUE DATE & TIME FOR SUBMISSION- 22.05.2009 upto 1:00 PM

DUE DATE & TIME FOR OPENING- 22.05.2009 upto 3:00 PM

COST OF TENDER DOCUMENT – RS. 1000.00 (One Thousand)

REQUIRED AMOUNT OF EARNEST MONEY –RS. 9305.00

(Please see clause no.10 & 12)

SECURITY MONEY – IT MAY BE ACCEPTED IN TERMS OF BANK GUARANTEE ALSO OF ANY SCHEDULE BANK (REF CLAUSE NO.- 11)

**TENDER ENQUIRY**

Document issued to: ..... ..... .....	If this Tender Document has been downloaded from our website Part-III envelope (Clause 9[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 Quick Setting Cement and its Chemical Ingredients.

1. Sealed tenders are invited in duplicate only from the proven manufacturers or their authorised sole selling agents / distributors authorised by their manufacturer to offer against this tender. for supply of Quick Setting Cement and its Chemical Ingredients to BCCCL as per annexure – "A".
2. The offers are to be submitted before the closing date and time as mentioned above.
3. Tenderers 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.Kusunda, Dist: Dhanbad or sent by post or courier to the above address. 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 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.

22.4.09

15 pages

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 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 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 download 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, 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 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.

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 of opening.

In absence of "Part-III" envelope offer shall be rejected outright without any reference for those tenderers who have downloaded 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 authorised representative of the attending bidders.

NOTE:

- a) Tenders not submitted in the above manner will 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 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 on. Date and time of opening will suitably be intimated to such bidders whose offers are found techno-commercially acceptable.

9. 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.

10. Earnest Money:

- a) An Earnest money of Rs.9305.00. in form 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 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 tenderer are 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 or in the form of Bank Guarantee of a Public Sector Bank of 10% value of the order(value means F.O.R destination price) within 15 days from the date of receipt of order.

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otherwise supply order shall be cancelled and firm's performance is 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 DGS&D/NSIC registered (for tendered items), firm 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 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.

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 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.

16. 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 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 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 & no further clarification on technical commercial aspects 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 or Deptt. for the quoted items should be submitted along with the quotation in the Part-I (Techno-commercial 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 and have company's seal.

(vii). Erased and over 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' ( Techno-commercial offer) indicating any deviation in their offer from the Technical and Commercial terms specified/required.

*[Handwritten signature]*  
22.07.2017

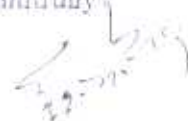
(ix) Bharat Coking Coal Limited reserves the right:-

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

Notwithstanding anything said above, 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,

A handwritten signature in dark ink, appearing to be 'S. S. Chatterjee', is written over the typed name 'S. S. Chatterjee'.

For & on behalf of Bharat Coking Coal Limited .