

BHARAT COKING COAL LTD.  
(A Subsidiary of Coal India Ltd.)  
OFFICE OF THE CHIEF GENERAL MANAGER (WJA) /R  
P.O.: MOONIDIH, DIST: DHANBAD.

Est. value: Rs. 151254/-

E-mail: areal4gm@sify.com

Under Jurisdiction of Dhanbad Court only

Tender No: BCCL/WJA/MND/AM (MM)/AP-06/09-10/1677 dt. 6.5.09  
The date & time for submission: 19.05.09 at 1.00 Pm  
The date & time for opening: 19.05.09 at 3.00 Pm  
Required amount of Earnest Money: Rs. 3025/- only.  
(Please see clause No. 13)

Dear Sir,

Sub: Notice Inviting Tender for supply of Industrial Gases, Oxygen & DA for Moonidih

- 1) Sealed Tenders are invited in duplicate from the proven manufacturers or their Authorised sole selling agents/distributors authorised by their manufacturer to offer against the tender for supply \_\_\_\_\_ to BCCL, WJ Area as per annexure - 'A'.

As above.

Proven name of the manufacturer who have supplied the similar items in BCCL or Areas against H.Q. Supply Order or they are supplier of similar items(s) in other subsidiaries/Areas of CIL or any other Govt. Dep't/Undertakings. Those tenderers who did not supply the similar items(s) for last 3 (three) years to BCCL or Areas of BCCL or any other subsidiaries of CIL or any Govt. Dep't/Undertakings will not be considered. Proven and for prove of provenity they must enclosed the supply order copies of similar items(s) along with the offer, order for successfully supplied quantity during preceding 3 (three) should not be less than 40% of our tendered quantity.

(Similar items(s) means the item, which are in the tender, period, will be considered as on the date of tender opening).

- 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 on or before the due date and time in the Tender box, kept at Materials Management Dep't, Office of The C.G.M. WJ Area, Bharat Coking Coal Limited, P.O. Moonidih, Dhanbad or sent by post or courier to the above address. BCCL, WJ Area however will not take any responsibility for loss of Tender in transit. A Tender, which was 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.

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4) Tender sent through telegram, telex, fax or e-mail will not be considered.

5) The details of technical specification of required item is as per annexure 'A'.

6) Quotation against the tender enquiry must be submitted in the following way: -

i) 'A' Technical details with technical specifications.	It should be in Part I
ii) 'B' Commercial terms and conditions without price	Techno-commercial Bid
iii) Price Only	It should be Part II Price Bid

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".

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-I (Techno-commercial Bid) & Part II" (Price Bid) thereafter should be put in another envelope superscribing "Tender Number & Due date of opening on....." and Bids enclosed on the TOP LEFT CORNER of this envelope.  
19.5.09

8)

(a) ~~Part-I~~ (Techno-commercial Offer) will be opened on the due date of tender opening in presence of the authorised representative of the attending bidders.

Note:-

(i) Tenders 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-I~~ 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.

The Part Price Bid should contain the following:-

1) Rate (prices) must be quoted FIRM & F.O.R. destination basis with the following breakup.

(i) Ex-works Price.

(ii) Freight, Insurance, Packing and Forwarding charges on lump-sum basis if any.

(iii) Excise duty if applicable (It will be payable extra on Ex-works price basis) against Documentary evidence.

(iv) Sales Tax (It will be payable extra as applicable).



Notes:-

- 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, i.e. "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. 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 B.C.C.L. WJ Area 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.

- 9) Payment Terms: - The following terms will 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 site by the consignee.**
- 10) Liquidated damage: - As per general terms and conditions 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 -variation: - 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. 3025/- only in term 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 offer shall be considered unresponsive. For un-successful tenderers earnest money shall be refunded immediately after finalisation of tender, with approval of competent authority. The tender money/earnest money will be forfeited if any tenderer withdraws their offer before finalisation of the tender or fails to submit order acceptance within 15 days from the date of order.
- 14) Security Money deposit: - Successful tenderers 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 the order including taxes, duties, transportation charges etc (value means FOR destination price) within 15 days from the date of receipt of order.



In case the firm fails to submit the same, the order will be cancelled and the case will be processed to order elsewhere and the Firm's performance will be kept recorded for future dealing with them. For successful tenderer EMD will be adjusted against security deposit, which will be refunded to him 30 days of execution 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's organisation/TSV & 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's Authorities for according such exemption. All such documents should be self attested & also duly attested by the Notary Public.

16) Delivery Period: - The tenderer should confirm in their offer "Part-I": Immediately/Ex-stock/ as and when required basis.

17) Printed terms and conditions of the tender shall not be considered. Tenderers are requested to submit their offer complete in all respects upon going through all details furnished in the tender and confirm compliance to each point in the "Part-I". All the pages of the tender document must be signed with companies seal. Erased and over written quotation will be summarily rejected unless corrections are authenticated with the tenderer's 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 charges will be recovered at the rate of 0.5% of the value for each week or part thereof loaded to 10%. This can be increased to 15% at the discretion of the appropriate authority. BCCL WJ Area also reserve 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. B.C.C.L. reserves the right to carryout pre-despatch inspection/inspection during manufacturing process if necessary.

22) Price Fall Clause will be applicable.

i) 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.

ii) If 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 CGM, WJA, BCCL, Ebonidih Bhanbad 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 correspondingly reduced. The above stipulated will not, however apply to export by the supplier.

the bidder should confirm their acceptance of the above clauses.

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

Yours Faithfully,



06.05.09

Area Manager (MM)/DY.CMM  
WJ Area, Moonidih.



No. WJA/MND/AM(MM)/AP-06/09-10/

dt. 06.05.09

DESCRIPTION & TECHNICAL SPECIFICATION OF INDUSTRIAL GASES.

Sl.

No.	Item description	Qty.
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- |     |  |               |
|-----|--|---------------|
| 1). | Dissolved Acetylene (DA) gas for Industrial use<br>98% purity confirming to IS-308/1988 at pressure of -- 600 Cum.<br>20 Kg/Cm <sup>2</sup> (Min) each cylinder and capacity 6.4 cum<br>with latest amendment. |               |
| 2). | Compressed Oxygen for Industrial use 99.5% purity<br>confirming to IS-309/92 at pressure of 140 Kg/Cm <sup>2</sup> each<br>cylinder and capacity of 7 Cum with latest amendment<br>if any.                     | ----1800 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 :-
- i). 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.
- ii). DA (Acetylene - 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 remain firm and for supply on FOR destination basis. including packing & forwarding, freight & insurance charges.
- 6). Packing - The consignment should be security packed to with stand the rigors of transport to prevent any loss of transit.
- 7). Inspection : Final inspection by the consignees but within 03 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> or	} Settled pressure
8 Cum Oxygen	---- 152.8 kg/cm <sup>2</sup>	

06.05.09  
DY. CMM/AREA MANAGER (MM)  
WJA:MOONIDITH