



BHARAT COKING COAL LIMITED

(A Subsidiary of Coal India Limited)

Office of the Chief General Manager(Ws)

SARAIIDHELA, DHANBAD : 828127

Phone No.0326-2202002;FaxNo.0326-2222644

(UNDER JURISDICTION OF DHANBAD COURT ONLY)

NOTICE INVITING TENDER

NIT No. 100008/02/02/Industrial Gases/82

Dated 03.07.2010

DUE DATE & TIME FOR SUBMISSION

26.07.2010 upto 1 PM

DUE DATE & TIME FOR OPENING

26.07.2010 at 3 PM

REQUIRED AMOUNT OF EARNEST MONEY

Rs.8097/-

To,

M/s -----

Dear Sir,

You are invited to submit your Tender for Supply of Industrial gases to **Moonidih Coal Washery** as per details furnished below:

Sl.No.	Description of Materials	Qty.Reqd.
01.	Oxygen Gas duly filled in Cylinders 06-08 CuMtr per Cyl as per BIS	4040CuMtr
02.	D.A.Gas -- do --	2000CuMtr

1. Tenders are invited in duplicate for supply of tendered item 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 superscribing our tender no. & date, due date of opening of tender and name of the Tenderer strictly in the manner as described in clause No. 3 of this document .

2. Tender may be deposited in person by the tenderer or 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, Saraidhella, Dhanbad.

3. (a) The offers are to be submitted in two parts. The 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 and superscribed with the tender and the date of opening and marked as "Part-I"

(b) The 'Part II', i.e. "price bid" should contain the details of price only. The envelope should be sealed and superscribed 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) Rate (Prices) must be quoted on FIRM Price & FOR Destination basis with the following break up.

- (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 envelopes must be with wax and embossed upon 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. The two sealed envelopes i.e. “Part-I (Techno commercial bid) “Part-II” (Price bid) should be kept in a bigger envelope marking details of the tender no. and due of opening.

4. Part –I (Techno commercial offer) will be opened on the due date of tender opening in presence of the authorized representative of the attending bidders, if the estimated value of the tender is Rs.10.00 lakh or more.

NOTE:

- (a) Tender not submitted in the above manner may not be accepted .
- (b) If tender discloses 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 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 and if the estimated value of the tender is Rs. 10.00 lakh or more.

5. 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.

6. Payment terms: The following payment terms will govern this tender: 100% payment shall be made within 30 days of receipt and acceptance of material at site by the consignee or bill whichever is later. Tenderers are requested not to put any additional condition in their offer and shall quote strictly as per terms of payments.

7. Liquidated Damage – As per general terms & conditions as at Sl.No12 hereinafter.

8. 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.

9.Validity – The offer must be valid for **180 days** from the date of opening of the TENDER.

10.Earnest Money:- (A) Earnest Money of **Rs. 8097/-** 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 be submitted in the EMD envelope failing which the offer will be considered unresponsive and will be ignored.

(B) For unsuccessful tenderers the Earnest Money will be refunded immediately after finalization of the tender. The Earnest Money will be forfeited if any tenderer withdraws their offer before finalization of the tender without any valid and acceptable reason.

(C) Those who are Central / State Govt. Undertaking' or are registered with D.G.S& D/NSIC/BCCL ancillaries for tendered items and who can submit copy of valid registration certificate on the due date of the tender are exempted from furnishing Earnest Money Deposit.

11. Security Deposit:- Successful tendere may be required for security deposit of 10% of the total value of the order including taxes & duties, transportation chares etc. in form of Bank Draft in favour of BCCL payable at Dhanbad or Bank Gaurantee as per our format within 15 days of placement 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 firms performance will be kept recorded for future dealing with them. For successful tenderers, the Earnest Money deposit may be adjusted against the security deposit. Security Deposit will be released within 30 days of satisfactory execution of the order. For un-satisfactory performance the Security Deposit will be forfeited /Bank Guarantee will be encashed by BCCL .

12. Delivery is required to start immediately in phase manner as per the requirement of the consignee. The tenderer should confirm their delivery period in clear terms.

13. Printed terms & conditions of the tender will not be considered. Tenderers are requested to submit their offer complete in all respects as per the details furnished in the tender and confirm compliance to each point in the Part-1 i.e. containing Technical and Commercial terms of their offer. All supporting documents are also to be submitted in Part-1 i.e. Envelope containing Technical& Commercial terms. All the pages of the tender document must be signed with Company's Seal.

14. In the event of failure to supply the Material within the stipulated delivery schedule, liquidated damage will be recovered at the rate of 0.5% of the value of undelivered item each week or part thereof limited to 10%. This can be increased to 15% at the discretion of the appropriate authority. BCCL also reserve the rights to cancel the supply order or part thereof at the risk & cost of defaulting supplier.

15. Tenderers who suo-moto offer different prices or change the terms of the offer which effects the quoted price of the firm within validity of the offer will be treated as invalid offer and action against such tenderer as per C.I.L. rules/ procedure shall be taken.

16. Details regarding location of works is to be indicated. BCCL reserves the right to carry out pre- despatch inspection/ inspection during manufacturing process if necessary.

17. Tenderers are to please note with care that normally no deviation from our terms mentioned in the NIT is acceptable .Tender which are in deviation may be ignored without any further reference to the tenderers.

18. FOLLOWING CLAUSES SHALL ALSO APPLY TO THIS NIT:-

(A) All clauses of the NIT should be read carefully and complied with. We may not ask the tenderers to furnish clarifications for commercial terms quoted by them. Offers which are not as per NIT shall be ignored/ rejected.

(B) Proveness has to be established by the tenderers .

(C) For Washery Division a tender will be treated as “Proven” if the tenderer has supplied the tendered items to any Public Undertaking or Private undertaking if certified copies of respective Purchase Orders 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 asked for in the enquiry, certified copies of valid Authorised dealership certificate for the items in question should be enclosed in your techno-commercial bid, where ever asked for, maker’s name/ brand should be mentioned in the offer.

(E) If asked for in the enquiry, certified copies of valid DGS& D registration/ NSIC registration certificate should also be enclosed.

(F) If the tendered items are also being 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 rates. Ancillary firms must submit the attested copy of the valid Ancillary Certificate with the Part-I of the offer.

(G) The participating ancillary units of BCCL who are registered for the tendered items should furnish their approved annual capacity and details of orders received by them during the year (till the date of submission of offer) for the items 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 placed will be on the lowest rates obtained against this tender. Those participating ancillaries who do not comply with this clause shall not be offered any lowest rates for their acceptance and ultimately no order will be placed on them in this system.

(H) Materials offered by the tenderers must be covered by tenders standard Guarantee/Warranty Clauses of 12 months from the date of commissioning or 18 months from date of supply (which ever is earlier) against manufacturing defects/faulty workmanship/breakage etc. unless otherwise stipulated.

19. Each and every page of tender document must be signed and stamped.

20. Hand written offer will be rejected.

21. Eligibility criteria – Proveness means those Manufacturers or exclusively Authorized Sole selling agents who have supplied tendered items in the past to (a) OEM or (b) to the mining industries and /or to the other industries (Private or Government/Public sector under-taking, indigeneous or global) against regular firm order (not trial order) placed by company’s head quarter. For this purpose firm should submit authenticated copy of such purchase order received by them. However trial orders placed by BCCL Co. Head Quarter may be considered if the firm obtains proven status on performance basis against such trial order.

Dy.Chief Materials Manager(P&S)
For & on behalf of Washery Division/BCCL



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NIT No.100008/02/02/Industrial Gases/82

Dtd.03-07-2010

Technical Specification of the Industrial Gases

- 01.Dissolved actelene (DA) gas for industrial use 99.98% purity conforming to IS-308/1988, with latest amendments, if any, at pressure 15-20Kgs/ Sq.Cm and capacity 06-08 per Cylinder.
02. Compressed Oxygen Gas for Industrial use 99.50% purity conforming to IS-309/92, with latest amendments, if any, at pressure 140-145 Kg/Sq.Cm, Capacity 06-08CuMtr per Cylinder.
- Note;1. Cylinder security: No security deposit will be applicable for supply of gases in sellers' cylinders.
- 02.Each cylinder of oxygen and DA will be fitted with protective cap and gases supplied in approved cylinders as per Explosive Rules
03. Inspection: Final inspection shall be done at destination by the consignee.
- 04.Delivery: As and when required by the consignee but within 03 days or earlier of receipt of demand from the consignee failing which the clause no 14 of the NIT shall be applicable.
- 05 Guarantee/ Warantty: You shall be fully responsible for any manufacturing defects and in case the cylinder supplied are found to be defective and not as per the specification, you shall replace all such cylinders free of cost, within 30 days of issue of intimation.
06. Any offer deviating from the technical specification should be accompanied by the chart indicating pressure and corresponding size of the cylinder in Cu.Mtr. quantity. Verification will be done by the conversion given below:

01 Kg DA Gas= 0.94 Cu.Mtr. and 07 Cu.Mtr. Oxygen Gas= 140 kg/Sq.Cm(Pressure)

Additional Term & Condition

The following term & conditions shall also apply to the NIT:

1. The tenderer is required to certify that the prices quoted are same as applicable to any Govt. Organization/ PSUs including CIL & its subsidiaries.
2. The offer must be submitted in three bids:
 - (a) Techno-Commercial Bid
 - (b) Price Bid
 - (c) EMD

All the three envelopes should be superscribed with the tender no.& date, due date of opening, Name & address of the tendering authority as well as the tenderer and sealed with wax embossing on it the logo/ monogram of the firm. The three envelopes shall be placed in another envelope duly properly sealed/ embossed and superscribed with the tender no., due date, Name& address of the tendering authority as well as the tenderer.
3. The Clause No.18 (B) & (C) shall apply. The firm should submit copy of the PO of the tendered or similar items from Govt. Organisations/ PSUs or Private Industries recd. during last five years along with proof of supply
4. The authenticity of the credentials submitted with the offer may be verified as and when required. As such, original documents should be provided immediately for verification if required by this office.
5. A general check list of commercial term and conditions is enclosed herewith and the same must be submitted duly filled in as per instruction given in the check list.
6. Tender not submitted in above manner shall not be accepted

Dy.CMM(P&S)



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Check List of Commercial Term & Conditions

Tenderers are requested to confirm their acceptance or non-acceptance of the various commercial term & conditions as per the NIT as mentioned below and submit the same with their offer duly signed and stamped. For acceptance they have to write 'YES' in the "YES/NO" column and for non-acceptance please write 'NO' in the 'YES/NO' column.

<u>Sl.No.</u>	<u>Term & Condition</u>	<u>YES/NO</u>
01.	Quoted for NIT items & qty.	
02.	Payment Term	
03.	Delivery Period	
04.	EMD deposited	
05.	Securty Deposit	
06.	Liquidated Damage Clause	
07.	Warranty/ Guarantee	
08.	Submission of Dealership Certificate	
09.	Submission of Test Certificate	
10.	Whether Ancillary for the tendered item	
11.	Whether NSIC/DGS&D regd. for the tendered item	
12.	Pice Fall Clause	
13.	Force Majure Condition	
14.	Price Certificate	
15.	Submission of Proof of Proveness	
16.	Submission of Approval Certificates-NA	
17.	Prices are Firm	
Note: any deviation to be recorded separately		

Remark of the Dealing Asst.	Signature of the Tenderer with Seal Offer Commercially Acceptable/Not Acceptable
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Remark of the Dealing Officer	Signature of the Dealing Asst. Offer Commercially Acceptable/Not Acceptable
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Signature of the Dealing Officer
Countersigned

Dy.CMM/WD