



# BHARAT COKING COAL LIMITED

(A Subsidiary of Coal India Limited)

Administration Department

Koyla Bhawan, Koyla Nagar

Dhanbad – 826 005

Ref: BCCL/KB/Admn/2011/253

Date: 06.09.2011

## NOTICE INVITING TENDER

Sealed tender in two parts (Part I & II) are invited from experienced and eligible suppliers / contractors for the following work.

Sl.	Name of the work	Estimated Cost	Earnest Money	Cost of Tender Paper	Time of Completion
1	Supply & fixing of woollen carpets with under lay and with proper adhesive (As per sample) in the office chamber of D(P), BCCL, Koyla Bhawan.	47436.00	950.00	100/-	15 days

### Eligibility Criteria: -

The intending tenderer must have in its name as a prime contractor having experience of successfully completed similar works during last 7(seven) years ending last day of the month previous to the one in which application is invited should be either of the followings:-

1. Three similar completed works each costing not less than the amount equal to 40% of the estimated cost.

Or

2. Two similar completed works each costing not less than the amount equal to 50% of the estimated cost.

Or

3. One similar completed work costing not less than the amount equal to 80% of the estimated cost.

- i. Average annual financial turnover of these supply works during the last 3(three) years i.e.(2008-09, 2009-10 & 2010-11) should be at least 30% of the estimated cost.
- ii. Similar nature of work means supply & fixing of office carpets etc.

4. The tender documents can be had from the office of Sr. Manager (P) Admn, Koyla Bhawan, Dhanbad from **06.10.2011** to **12.10.2011** on production of credential in support of eligibility criteria, relevant terms of NIT and thereafter requisite cost of tender documents in the form of cash or bank draft of Nationalised bank in favour of Bharat Coking Coal Ltd., payable at Dhanbad.

5. Earnest Money is to be deposited in the form of Money receipt in cash with Sr. Manager (F) Pay, Koyla Bhawan or bank draft in favour of BCCL payable at Dhanbad.

(Contd.....)

6. Tenders are to be submitted separately in two sealed covers super-scribed as Part I and Part II. Part I shall contain proof of eligibility criteria and also the earnest money. Part II shall contain price bid.
7. The tender will be received upto **12.10.2011** at 1.30 PM in the office of Sr. Manager (P) Admn, Koyla Bhawan, Dhanbad and will be opened on the same day at 4.00 PM in presence of intending tenderer or their authorized representative. Only Part I will be opened on **12.10.2011** The Part II will be opened only after the tender committee is satisfied with the criteria fixed are fulfilled and also the earnest money is deposited i.e. on acceptance of Part I.
8. The experience as given in the eligibility criteria should be in the name and style in which tender is filled. The experience in the name of some other firm / company will not be considered for this purpose.
9. The tenderer has to submit permanent account no. of income tax (PAN) and particulars of registration number with Sales Tax Clearance Certificate.
10. Conditional tender will not be accepted.
11. The validity of the tender will be 120 days from the date of opening of Price Bid or revised price bid if any.
12. Ultimate Consignee: The material is to be delivered at Koyla Bhawan Store.
13. The management of BCCL reserves the right to accept or reject any / all tender without assigning any reason whatsoever.
14. The details may be visited on <http://bccl.cmpdi.co.in>

(Sr. Manager (P) Admn)  
Koyla Bhawan

Copy to: -

1. All CGM / GM of Areas / HQ
2. Chief Vigilance Officer, Koyla Bhawan
3. GM (System) Koyla Bhawan: With a request to upload this NIT in Company's Website.
4. Dy. GM(Admn), Koyla Bhawan
5. Notice Board, Koyla Bhawan.

## DETAILED TENDER NOTICE

1. Sealed tenders are invited for supply of materials as per Annexure – A.
2. The offers are to be submitted before the closing date & time as mentioned above.
3. The details of required items as per Annexure – A
4. Quotation against this tender enquiry must be submitted in the following way – IN SINGLE BID.
5. 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 envelop should be sealed superscribed with the tender number and the date of opening and must mark Part –I
6. The second Part “Part –II” i.e. Price Bid should contain the details of Price only. The envelop should be sealed superscribed with the tender number and the date of opening and just mark Part-II.
7. 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.
8. Earnest Money: The earnest money 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.
9. 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 10% value of the order (value means F.O.R. destination price) within 15 days from the date of receipt of order 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.
10. 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.
  - a. Bharat Coking Coal Limited reserves the right not to make any procurement against this tender without assigning any reasons.
11. ALL CONTRACTS WILL BE IN ACCORDANCE WITH THE PREVALENT INDIAN LAW AND ALL DISPUTES ARE SUBJECT TO THE JURISDICTION OF DHANBAD COUT ONLY.

IMPORTANT NOTE:

1. The agencies are requested to go through all the annexure and furnish specific replies to each question raised therein.
2. Firms who are manufacturer must submit their complete and valid NSIC / DGS&D Registration Certificate with the list of items attached. BIS Licence / DGMS approval etc may also enclose if required.
3. Normally no deviation is acceptable to our tender documents. Terms and offers which are in deviation are liable for rejection without asking back reference to the tenderers. Offers as asked must be submitted complete in all respects.
4. The complete offers should be typed in the letter head of the tender (Hand written quotation will be summarily rejected). In firm's letter heads are not sufficient to accommodate technical and pricing details preferably bigger papers may be used, such sheets along with other pages of the offer should be signed and stamped by company's authorised signatory.
5. All pages of tender documents should be signed and have company's seal. This is must.
6. Erased and over written quotations will be summarily rejected unless corrections are authenticated with the tenderer's signature.
7. BCCL reserves the right to increase or decrease the tendered quantity against any / all the items of the tender.
8. 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 guideline".

Commercial terms & conditions as per Annexure – B

Encl: As above.

Yours faithfully,

(S.N. Sinha)  
Sr. Manager (P) Admn

## COMMERCIAL TERMS & CONDITIONS

### **PART- II i.e. Price Bid should contain the followings: -**

1. Rate (Prices) must be quoted. Freight, Insurance, packing & forwarding charges on lump-sum basis if any. Excise duty if applicable (it will be payable extra on ex-works price basis) against documentary evidence. Sales Tax will be payable extra as applicable.
2. The rate must be indicated both in figure and words. If there is difference between both, the amount appearing in words shall be taken for consideration.
3. The Price must be on FIRM and for destination basis.
4. Validity: - The offer must be valid for acceptance for a period of 03 (three) months from the date of opening of tender. Offers will not be permitted to be withdrawn during this period.
5. Ultimate consignee: - The materials may be consigned to Koyla Bhawan Store of BCCL.
6. Price Variation: - Only FIRM price shall be quoted. No price variation will be allowed during the pendency of the contract excepting for price fall clause: -
7. Payment Term: - 100% after receipt and acceptance of the materials.
8. Tenderers are required to furnish the following details / information in the techno-commercial bid Part-I for transferring the Money to the supplier's account through e-banking.
  - a. Name of the Bank
  - b. Name of the Branch with complete address
  - c. Party's Account Style.
  - d. Party's nature of Account
  - e. Party's Account Number
  - f. In absence of above details / information, offer may be liable to be considered unresponsive.
9. Delivery: - (i) Required delivery schedule: - As and when required within 2(two) months.  
(ii) The delivery schedule quoted in the offer shall be firm and final. Delivery will be counted from the date of receipt of the order. Failure to supply the material in time may attract penalty as per clause no. 10.
10. Penalty for failure to supply in time: - As per Appendix – I
11. Guarantee / Warranty / Performance Bank Guarantee: - If the order is decided to be placed on the bidder, the bidder should confirm against the clause that in the event of any breakdown or failure of performance due to defects in materials, design, workmanship, spare parts etc, BCCL shall promptly notify the supplier in writing of any claims arising under this warranty. The repairs replacement or rectification work shall be carried out by the supplier at site at no cost to the purchaser within 21 days of settlement of warranty claims.
12. Packing for transit: - The bidder should confirm provision of proper packing of the goods to be shipped by them if order is placed on them as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit. Packing case size and weight shall take into consideration, where appropriate, the remoteness of the goods final destination and absence of heavy handling facilities at all the points in transit. The packing, marking and documentation within and outside the package shall comply strictly with such special requirement as shall be expressly provided for in the order.
13. Price Fall Clause: Not applicable.

## **PRICE FALL CLAUSE**

### **APPENDIX – II**

1. 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.
2. 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 Dy. GM (Admn), Bharat Coking Coal Limited, Koyla Bhawan, Koyla Nagar, 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 correspondingly reduced. The above stipulated will not, however apply to exports by the supplier.
3. The bidder should confirm their acceptance of the above clauses.
4. Force Majeure Clause: - If the execution of the contract / supply order is delayed beyond the period stipulated in the contract / supply order as a result of out break of hostilities, declaration of an embargo / curfew or blockade or fire, flood acts of nature or any other contingency beyond the supplier's control due to act of God then BCCL may allow such additional time by extending the delivery period as it considers to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by BCCL, the contract / supply order shall be read and understood as if it had contained from its inspection the delivery date as extended. Further this clause state that:-
5. The successful bidder will, in the event of his having to resort to this clause by a registered letter duly certified by the local chamber of commerce or statutory authority, the beginning and end of the causes of the delay, within fifteen days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting out of Force Majeure, BCCL will reserve the right to cancel the contract and provisions governing termination of contract, as stated in the bid documents will apply.
6. For delays arising out of force Majeure, the bidder will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither BCCL nor the bidder shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions exists in the place of operation of the bidder even at the time of submission of bid, he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.
7. **Inspection & Tests**
8. The purchaser or its authorized representative shall have the right to inspect and / or to test the goods to confirm their conformity to the contract. The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes.
9. Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods and make all alternatives necessary to meet specification requirements free of cost to the Purchaser.
10. The materials will be inspected on arrival at site by the consignee, which will be considered as final. This shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative i.e. third party prior to the dispatch of the Goods.

## PENALTY FOR FAILURE TO SUPPLY IN TIME

### APPENDIX-I

The time and date of delivery of stores stipulated in Purchase Order shall be deemed to be of the essence of the contract and delivery of the stores must be completed by the date specified. No materials should be supplied beyond the specified delivery period, unless specific approval has been obtained from the purchaser.

In the event of failure to delivery of dispatch, the stores within the stipulated date period in accordance with the samples and or specification mentioned is the supply order, and in the event of breach of any terms and conditions mentioned in the supply order. Bharat Coking Coal Limited reserves the right.

1. To recover from successful tenderer, as agreed liquidated damages, a sum not less than 0.5% (half percentage) of the price of the stores which successful tenderer has not been able to supply (for this purpose part of a unit supplied will not be considered) as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10%. Where felt necessary the limit of 10% can be increased to 15% at the discretion of BCCL.
2. To purchase elsewhere, after due notice to the successful tenderer on the account and at the risk of the defaulting supplier the stores not supplied or others of a similar description without cancelling the supply order in respect of consignment not yet due for supply or
3. To cancel the supply order or a portion thereof, and if so desired to purchase the store at the risk and cost of the defaulting supplier and also
4. To extend the period of delivery with or without penalty as may be considered fit and proper. The penalty, if imposed shall not be more than the agreed liquidated damages referred to in clause(a) above.
5. To incash any Bank guarantee which is available for recovery of the penalty or
6. To forfeit the security deposit full or in part.
7. Whenever under the contract a sum of money is recoverable from and payable by the supplier, BCCL shall be entitled to recover such sum by appropriating, in part or whole by deducting any sum or which at any time thereafter may be due to the successful tenderer in this or any other contract with Bharat Coking Coal Limited or any subsidiary of Coal India Limited. Should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay BCCL on demand the remaining amount. The supplier shall not be entitled to any gain under this clause.

The supplier must confirm the acceptance of this Penalty Clause which will not be altered.

BILL OF QUANTITY (PRICE BID)

Name of the work: Supply & fixing of woollen carpets in the office chamber of  
D(P), BCCL, Koyla Bhawan.

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Sl.	Scope of work	Quantity	Rate	Amount
1	Supply & fixing of woollen carpets with under lay and with proper adhesive (As per sample) in the office chamber of D(P), BCCL, Koyla Bhawan.	268 sq ft		
Total				
Add: Taxes (if any)				
Grand Total (Including all taxes)				
Rupees				

Signature of the Tenderer  
with seal