

BHARAT COKING COAL LIMITED

(A Subsidiary of Coal India Limited)

OFFICE OF THE CHIEF GENERAL MANAGER (EWZ)

P. O. SUDAMDIH, DIST. DHANBAD.

PIN: 828126 email: purchase_ewz@yahoo.com Ph: 0326-2383208

Under jurisdiction of Dhanbad Court only.

Tender No.CGM/EWZ/PUR/SCW/MS Fab. Pipe/11-12/5519 dt. 18-8-11

Due date & Time for submission 09-9-2011 1.00 P.M.

Due date & time for opening 09-9-2011 3.30 P.M.

Require amount of **Earnest Money:** ` 4478

Document issued to:

Sub: Notice Inviting Tender for Supply of **MS Fab. Pipe** to **Sudamdih Coalwashery** as per Annexure 'I & II'

Dear Sir,

You are invited to submit your Tender for supply of above Items as per details furnished below:

1. Sealed tenders are invited in duplicate for supply of tendered items 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 Eastern/Western Washery Zone/ Washery Division of BCCL. Tenders should be submitted in sealed cover duly superscribing 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.

{Proven means those manufacturers who have supplied the similar item {s} in BCCL against supply order or they are suppliers of similar Items in other subsidiaries of CIL or any other Govt. Undertaking Deptt.

Those vendors who did not supply the similar Items for last 3 (three) years to BCCL or any other subsidiaries of CIL or any Govt. Undertaking dept. will not be considered proven one. For proof of proven they must enclose the authenticated supply order copy of [regular orders placed by the MM Division of the HQ for similar items](#) along with the Technical & Commercial offer. Order for successfully supplied quantity during proceeding 3{three} years, should not be less than 40% of our tendered quantity. Similar item{s} means the items which are in tender, period will be calculated as on the date of tender opening}

2. Tenders may be deposited in person by the tenderer on or before the due date & time in the tender box kept at Purchase Dept. Office of the Chief General Manager, Eastern Washery Zone, Sudamdih (Bharat Coking Coal Limited), P.O. Sudamdih, Dist. Dhanbad or sent by post or courier to the above address.

3 (a). The offers are to be submitted in two parts. The first part 'Part-1' 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 No. and the date of opening and must mark Part-1.

(b). Second par 'Part-II' i.e. Price Bid should contain the details of price only. The envelope should be sealed superscribed with the tender No. & the date of opening and must mark part-II. The Part –II i.e. Price Bid should contain the following.

1. Rate) Price must be quoted FIRM & FOR destination basis with the following break-up.

- a) Ex-Works Price.
- b) Freight, Insurance Packing & Forwarding charges on lump sum basis
- c) Excise duty if applicable (it will be payable extra on ex- works price basis).
- d) Sales Tax (It will be payable extra as applicable)

Note: 1, Please confirm in the technical bid Part 1, that their rate is not inclusive of sales tax otherwise their offer may be ignored. However if their rate is inclusive of Ex-duty they must indicate the applicable rate of excise duty in the technical bid i.e. Part-II

All envelopes containing the tenders shall be properly sealed. Envelopes stapled shall not be accepted. The name and address of the bidder must also be indicated on the envelopes.

The two sealed envelopes i.e. "Part-I" (Techno-commercial bid), Part-II (Price Bid) should be kept in a bigger envelop marking details of the tender No. and due date of opening.

4. Part-I (Techno commercial Offer) will be opened on the due date & time of Tender opening in presence of the authorized representative of the attending bidders (if they are present).

NOTE:

- a) Tender 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 Tenderers whose Part-I if found to be techno-commercially acceptable to BCCL will be opened later on. Date & Time of opening will suitably be intimated to such bidders whose offers are found techno-commercially acceptable if the estimated value is above Rs. 10 Lakh..

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:

Tenderers are requested not to put any additional condition in their tender and shall quote strictly as per terms of payment as follows:-

"100% payment shall be made within 30 days from the date of receipt and acceptance of materials at site by the consignee or receipt of bill whichever is later".

7. Price variation- The rate offered in price bid should be on firm basis with no escalation clause whatsoever during the execution of the contract.

8. **Validity**:-The Tender must be valid for **180** days from the date of opening of the tender.

9. **Earnest Money**: Earnest money of ` **4478** in the form of Bank Draft of any schedule Bank drawn in favour of Bharat Coking Coal Ltd. Payable at Dhanbad, must accompany the part –I of the offer i.e. the first envelop containing Technical & commercial terms, failing which the offer will be considered unresponsive. For unsuccessful tenderers, the earnest money will be refunded immediately after finalization of the tender with the approval of appropriate authority. The earnest money will be forfeited if any tenderer withdraws their offer before finalization of the tender or fails to submit order acceptance within 15 days from the date of the order.

10. **Security Deposit**: Successful tenderer will be required to submit Security deposit for 10% of the total value of the order including taxes, duties, transportation charges, etc in form of Bank Draft/Bank Guarantee 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 firm's performance will be kept recorded for future dealing with them. For successful tenderer, Security Money will be refunded to the firm within 30 days of satisfactory execution of the contract with the approval of competent authority. Security Money may be converted into Performance Bank Guarantee (PBG) wherever PBG is required and the amount of PBG will be 10 % of landed value of the order. For unsatisfactory performance the Bank Guarantee will be encashed.

State/Central Govt. Organization / PSU s and valid DGS&D/NSIC registered firms or Ancillary to BCCL (for the tendered item) will be considered for exemption towards submission of Earnest Money Deposit/Security Deposit if they can produce documentary evidence issued by Govt. Authority for according such exemption.

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.

11. Delivery is required to be within 30 days. The tenderer should confirm their offer in clear terms.

12. Printed term and conditions of the tender will not be considered. Tenderers are requested to submit their offer complete in all respect upon going through all the details furnished in the tender and confirm compliance to each point in the Part-I i.e. containing Technical & commercial terms of their offer. All supporting documents are also to be submitted in Part-I i.e. Envelope containing technical and commercial terms. All the pages of the tender documents must be signed with Company's Seal.

13. In the event of failure to 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 competent authority, BCCL also reserves the right to cancel the supply order or part thereof at the risk & cost of defaulting supplier.

14. Tenderers who suo-moto offer different prices or change the terms which affects 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/procedures shall be taken.

15. Details regarding location of works is to be indicated. BCCL deserves the right to carryout pre-despatch inspection/inspection during the manufacturing process if necessary.

16. Tenderers are to please note with care that normally no deviation from our requirement furnished in the tender is acceptable. Terms and offers which are in deviation will be liable for rejection without asking any back reference to the tenderers.

17. Paying authority: AFM, EWZ, Sudamdih.

18. Guarantee/Warranty: (12 months from the date of fitment or 18 months from the date of supply & acceptance of material, whichever is earlier against any manufacturing defects/ poor workmanship/ inferior quality (Tenderer should mention guarantee/warranty in Part-1 bid).

ANNEXURE – “ I”

1. MS Fabricated Pipe of 12” ID made out of 12 mm thick plate - 20 Mtr.
With fine welding.
2. MS Fabricated Pipe of 14” ID made out of 12 mm thick plate - 18 Mtr.
With fine welding

Note:

1. You are requested to furnish your bank details in the enclosed Format (Please ignore if you have already submitted these at EWZ office).

Sr. Mgr. (CP), EWZ, Sudamdih

Annexure II

Check List for Commercial Terms & Conditions

Tenderers are requested to confirm their acceptance or non-acceptance of the various commercial terms & conditions as per NIT as mentioned below and submit the same with their offer in Part-I (Technical & Commercial bid) 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>Sr.</u>	<u>Terms & Conditions</u>	<u>YES/NO</u>
1	Quoted for items & qty. as per NIT	
2	Payment Term	
3	Delivery Schedule	
4	EMD deposit	
5	Whether NSIC/DGS&D registered for the tendered item	
6	Security Deposit	
7	Warranty/Guarantee	
8	Liquidated Damage Clause	
9	Submission of valid Dealership Certificate	
10	Submission of Test Certificate	
11	Pre- Despatch Inspection Clause	
12	Price Fall Clause	
13	Force Majure Condition	
14	Price Certificate	
15	Submission of Proff of Proveness	
16	Prices are Firm	

Note: Any deviations to be recorded seperately

Signature of the Tenderer with Seal

FOR PAYMENT TO SUPPLIERS/CONTRACTORS

IN TRIPLICATE

**PROFORMA FOR COLLECTING PAYMENT THROUGH ELECTRONIC MODE INCLUDING
ELECTRONIC FUND TRANSFER (EFT) & ELECTRONIC CLEARING SYSTEM (ECS)**

(To be submitted in triplicate)

1	VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S NAME & ADDRESS : (with Telephone No & Fax No)	
2	PARTICULARS OF BANK ACCOUNT :	
	A. BANK NAME :	
	B. BRANCH NAME (Including RTGS CODE) :	
	Address :	
	TELEPHONE NO & FAX NO :	
	C. 9- DIGIT CODE NO OF THE BANK & BRANCH : (Appearing on the MICR cheque issued on THE bank) or 5 digit code No of SBI	
	D. ACCOUNT TYPE : (S.B. Account/Current Account or Cash Credit with code 10/11/13	
	E. LEDGER NO/LEDGER FOLIO NO :	
	F. ACCOUNT NO (CORE BANKING) & STYLE : OF ACCOUNT (As appearing on the Cheque Book)	

4 DATE OF EFFECT

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the scheme. Any bank charges levied by the bank of such e-transfer shall be borne by us.

(_____)
Signature of the Customer/Vendor/
Supplier/Contractor

Certified that the particulars furnished above are correct as per our records.

(_____)
Signature of the authorized officials
from the bank

