	BHARAT COKING COAL LIMITED **OFFICE OF THE GENERAL MANAGER** **Redg. Off.: SIJUA AREA OFFICE, SIJUA, DHANBAD-828121** TIN NO.20161500808,JHARKHAND	

(ELIGIBLE FOR PARTICIPATION BY ANY PROSPECTIVE BIDDER)

Ref.no. BCCL/SIJUA/PUR/2017-18/02 Date:- 14.04.2017

OPEN LIMITED TENDER ENQUIRY (THROUGH BCCL WEBSITE TENDERING PROCESS ONLY)

To

1.M/s Shree Balajee Udyog, Jharia , Dhanbad

2. M/s Pawan Enterprises, PO :Bhitia, Govindpur, Dhanbad

3. M/s Suman Enterprises,Dhansar, Dhanbad

4. M/s Balaji Minechem Purana Bazaar, Dhanbad

5. M/s The Mineral & Chemical Corporation, Alakdiha ,Baliapur, hanbad

Sealed tenders are invited from the above mentioned firms **as well as all other firms who fulfill the provenness /eligibility criteria of the NIT for supply of the following materials as per schedule of requirement mentioned below and as per terms and conditions given hereunder**. Provenness and Eligibility criteria and other details are as under:-

Schedule of requirement

Sl.No.	Description of items	Qty. required
1	Cement Capsule size 32 mm x 400 mm as per DGMS circular (Approval) no 5 of 2013 dtd 19/07/2013.	60000 Nos.

Technical Specification : Cement capsules should be as per the standards given in DGMS circular (Approval) no 5 of 2013 dtd 19/07/2013.

The manufacturers shall produce a self declaration that it possesses the minimum equipment facilities as per Annexure 2 of the aforesaid circular for the sake of ensuring the basic quality of the cement capsules being produced.

The cement capsules shall be supplied in batches on monthly basis as per the requirement of the mines in Area. The bidder should enclose technical details etc along with technical and commercial bids ie part 1.

DETALS OF TENDER

A)	Mode of tender	LIMITED OPEN tender through BCCL website www.bcclweb.in
B)	Type of tender	TWO BID
C)	Estimated value of the tender -INR	Rs.188925.00
E)	Earnest money deposit -INR	Rs.3780.00

TIME SCHEDULE OF TENDER

A)	Due date & time of submission of tender	Up to 28.04.2017 till 1 PM
B)	Due date & time of opening of tender	On 28.04.2017 at 3.00 PM
C)	Consignee	Depot Officer, Regional Stores Loyabad, Post Bansjora, Dhanbad, Jharkhand 828101
D)	Tender paper download start date	From 15.04.2017 to 27.04.2017. Tender paper may be downloaded from the web site and the same may be submitted as per NIT within schedule date and time.
E)	Submission of tender papers	Sealed quotation (in two bid) are to be submitted in tender box kept in the Office of Area Manager (P), Sijua Area. Tender may be sent by post to Area Manager (Pur), Sijua Area " V" BCCL, PO Sijua, Dhanbad . PIN – 828121 on or before the schedule date and time mentioned in the NIT.Tender received after schedule date and time shall not be entertained.

PROVEN-NESS CRITERIA FOR ITEMS OTHER THAN EQUIPMENT: TENDERERS WHO FULFILL THE FOLLOWING CRITERIA OF PROVEN-NESS WILL BE CONSIDERED AS 'PROVEN FIRM': -

PROVEN MEANS THOSE MANUFACTURERS OR AUTHORISED DEALER **WHO HAVE SUPPLIED TENDERED ITEM(S)**

WITHIN LAST FIVE CALENDER YEARS TO END USERS IN THE MINING INDUSTRY/OTHER INDUSTRY

(PRIVATE OR GOVERNMENT/PUBLIC SECTOR UNDERTAKING INDIGENOUS OR GLOBAL) AGAINST REGULAR (FIRM) ORDER(NOT TRIAL ORDER) PLACED BY COMPANY HQ OR AREA. FOR THIS PURPOSE THE FIRM SHOULD SUBMIT AUTHENTICATED COPY OF SUCH PURCHASE ORDERS RECEIVED BY THEM. HOWEVER TRIAL ORDERS PLACED BY BCCL .HQ. MAY BE CONSIDERED IF THE FIRM OBTAINS PROVEN STATUS ON PERFORMANCE BASIS AGAINST SUCH TRIAL ORDERS.

THE BIDDER MUST SUBMIT DOCUMENTARY EVIDENCE (IE AUTHENTICATED COPY OF SUCH CONTRACTS/PURCHASE ORDERS RECEIVED BY THEM. HOWEVER TRIAL ORDERS PLACED BY BCCL HQ. MAY BE CONSIDERED IF THE FIRM OBTAINS PROVEN STATUS ON PERFORMANCE BASIS AGAINST SUCH TRIAL ORDERS) IN THIS RESPECT ALONGWITH ITS TECHNO-COMMERCIAL BID.IF THE BIDDER FAILS TO SUBMIT DOCUMENTARY EVIDENCE AS MENTIONED ABOVE,THE BID MAY BE CONSIDERED AS NON RESPONSIVE AND IS LIKELY TO BE REJECTED.

MSME FIRMS WHO DO NOT HAVE EXPERIENCE CERTIFICATE MAY ALSO PARTICIPATE IN THE TENDER . THEIR OFFER SHLL BE CONSIDERED SUBJECT TO MEETING OF QUALITY AND TECHNICAL SPECIFICATIONS

ELIGIBILITY CRITERIA:

ONLY PROVEN MANUFACTURERS OR FIRMS WHO FULFIL THE PROVENNESS CRITARIA OF TENDERED ITEMS ARE TO QUOTE. IN CASE THE TENDERER IS A MANUFACTURER, THE FULL ADDRESS OF WORKS WITH SCANNED NOTARISED COPY OF THEIR VALID REGISTRATION WITH NSIC / SSI / DIC / DGS&D / REGISTRAR OF COMPANIES ETC IN THEIR OWN NAME IS TO BE UPLOADED ONLINE WITH THE OFFER.

IN CASE, AS A MATTER OF POLICY, ANY MANUFACTURER(S) DOES NOT MARKET THEIR PRODUCT(S) DIRECTLY, THEN SUCH MANUFACTURER(S) MAY SUBMIT THEIR OFFER ALONG WITH DOCUMENTS FOR THEIR BEING MANUFACTURER AS SPECIFIED ABOVE, THROUGH THEIR EXCLUSIVELY AUTHORIZED FIRM. IN SUCH CASE AUTHENTICATED AUTHORITY LETTER (SCANNED COPY OF ORIGINAL LETTER SPECIFYING THE TENDER REFERENCE) IN THE NAME OF TENDERER FROM MANUFACTURER FOR THE TENDERED ITEMS SHOULD BE UPLOADED ON LINE BY THE TENDERER ALONG WITH THE OFFER, FAILING WHICH THE OFFER WILL STAND REJECTED.

Tender must be submitted in one sealed envelopes containing separately two sealed envelopes. The first envelop should contain TECHNICAL & COMMERCIAL Bid as per Techno Commercial Terms & Conditions of NIT. The second envelop should contain only price bid. On the due date of tender opening. Only Part I ie technical and commercial bid will be opened. Price Bid of only those firms will be opened whose offers shall be found technically and commercially suitable for which information shall be given to the firms.

Part I: The techno commercial **bid (Part 1) will contain** the following documents.

I. Your offer with detail terms and conditions

II. Technical detail of the quoted items with technical leaflets, Name of the manufacturer , etc

III. Acceptance of all terms and conditions of NIT

IV. Letter of authenticity that all the documents submitted by you are correct.
V. Price Certificate-The bidder must submit a certificate that the prices quoted by them are lowest and same as applicable to any other Govt. Dept./DGS&D/ PSUs including CIL & its subsidiaries.
VI. Copy of the TIN Certificate self attested.
VII. Copy of the PAN Card self attested.
VIII. **A declaration** that they have not been banned or delisted by any Govt. or quassi- Govt Organization or PSU.
IX. Bank detail for NEFT payment.

X. The Ancillary Units to BCCL (for the tendered items) must submit the notarized copy of the Ancillary Certificate. They should clearly indicate in their offer as to whether they are ancillary to BCCL for the tendered item.

XI. Self attested copy of the Purchase Orders of the quoted items as per provenness and eligibility criteria of the NIT..

And

Part 2: Contain the price bid only.

Terms and condition:

1. Detailed specification of materials must be indicated in the quotation.
2. Rate must be quoted FOR Regional Stores, Loyabad, P.O. Bansjora, Dhanbad 828101.
3. The rate must not under any circumstance be altered. Quotation with overwriting may be ignored.
4. The prices quoted must be exclusive of sale tax excise duty forwarding & packing charges etc. the rate at which these are applicable must be separately mentioned...
5. If the bidder has supplied the same items to others areas of BCCL/ Other subsidiaries of CIL/any other public sector undertakings, copies of last supply order with challan copy should be enclosed with the offer.
6. The offer must be valid for at least 180 Days from the due date.
7. The CIL standard payment terms is 100% payment within 21 days from the date of receipt & acceptance of stores at site or bill whichever is later.
8. Please indicate whether the rates quoted are as per DGS & D /BCCL rate contact, if in existence or open market trade rate. If the rates are as per DGS&D/ BCCL Rate contact, please furnish a copy of the same along with the quotation.
9. Only type written offer must be submitted.

10.. Tenders must be submitted in sealed envelopes.

11. The tenders must be submitted on or before the last date and time mentioned in the NIT .The Tender submitted after due date and time shall not be considered and no request for acceptance of the same shall be entertained. BCCL doesn't bear any responsibility for loss or damage or late receipt of Tenders sent through telegram, fax, telex, etc

12.. Consignee: Depot Officer, Regional Stores, Loyabad.

13.. Paying Authority: Area Finance Manager, Sijua Area.

14. **General terms and Conditions:** Unless otherwise specified in the NIT, the Purchase order, if placed, shall be subject to the General Terms and Conditions of Supply of Stores given with NIT as

Annexure IV. In case there is a conflict in any particular term of the NIT with the General Term and Conditions, the terms of the NIT will prevail

15. **Tender fee : Not Required**

16. **Earnest Money- (Rs 3780/-**as mentioned in the NIT, must be enclosed in the form of Bank Draft in the name of **BHARAT COKING COAL LIMITED** Payable at **DHANBAD as per NIT**.

    State/Central Govt organization/PSU AND VALID DGS&D/ NSIC Registered for the tendered items can produce documentary evidence issued by Govt authorities for according exemption towards submission of EMD./Security deposit.

    For the unsuccessful tenderer, the earnest money shall be refunded after finalization of the tender.

17. Successful Tenderer will have to deposit security deposit in the form of Bank Draft @ 10% of the awarded value within 15 days of the issue of the purchase order.

18..**Delivery:** The materials to be supplied in batches on monthly basis as per the requirement of the mines in Area, which shall be intimated along with the supply order. Failure to supply the materials in time shall attract penalty as per the L D clause of the NIT

19. **Guarantee/Warranty:** The item should carry a warranty of 18 Months from the date of the supply of the materials or 12 months from the date of commissioning against improper design, poor quality of materials, faulty workman ship, etc and in case of pre-mature failure of the materials due to improper design, poor quality of materials, faulty workman ship, etc the same shall be replaced free of cost

20. **Inspection:** The materials will be inspected on arrival at site by the inspecting authority, which will be considered as final. Inspecting Authority if desired may visit your factory to see the equipment facilities as per Annexure 2 DGMS circular for the sake of ensuring the basic quality of the cement capsules being produced.

21. Penalty for Delay in Supply (L. D. Clause): The bidders will confirm their acceptance of the following **Liquidated Damage Clause:**

In the event of failure to deliver the equipment/stores within the stipulated date/period to effect supply in accordance with the terms and conditions and the specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, Bharat Coking Coal Ltd., shall be entitled at its option either to enforce the following:

a) To recover from the successful bidder as agreed liquidated damages, a sum of 0.5%(Half Percent) of the price of any stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to **10% (Ten Percent**) and where felt necessary by BCCL it may be increased up to 15 %.

b) To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk and expenses of the defaulting supplier and also/or

c) To cancel the supply order or a portion thereof, and if so desired to purchase the stores at the risk and expenses of the defaulting supplier and also/or

d) To purchase elsewhere after notice to the successful tenderer on the account and at the risk of the defaulting supplier, the equipment/stores not supplied or others of similar description without canceling the supply order in respect of the consignment not yet due for supply/or
d) To extend the period of delivery with or without liquidated damages as may be considered fit and proper. The liquidated damages if imposed shall not be more than the agreed liquidated damages referred to in (a) above except in case of force majeure condition.
e) Whenever under this contract any sum of money is recoverable from and payable by the supplier, Bharat Coking Coal Ltd., shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum or which at any time thereafter may become due to the successful tenderer in this or any other contract, should this sum be not sufficient to recover the full amount recoverable. The successful tenderer shall pay to Bharat Coking Coal Ltd., the balance amount on demand of the remaining balance. The supplier shall not be entitled for any gain on any such purchase.
f) To forfeit the security deposit fully or in part.

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22. **Price Fall Clause**

(a) The prices for the stores to be supplied under the contract by the supplier shall in no event exceed the lowest price at which the supplier has offered to sell the stores of identical description to any other organisation from the date of the offer till completion of the supply.

(b) If at any point of time the said supplier offers lower sale price of such stores to any other organisation then the supplier shall forthwith notify such reduction in price to the consignee concerned under intimation to GM (Sijua Area), BCCL, Dhanbad and the price payable under this contract for the stores supplied after the date of coming into force of such reduction or sale, shall stand correspondingly reduced

23. **MSM Enterprise:** As per provision of Micro, Small and Medium Enterprises Development Act, 2006, The vendors should confirm their Registration Number along with the name of their Registering Authority. They should also attach a duly self-certified copy (certified by the Chief Executive of the Enterprise) of the valid registration certificate with each invoice against each dispatch of all purchase orders.

"20% of the tendered quantity shall be reserved for procurement from participating Micro & Small Industries subject to their quoting price within the price within the price band of L-1 +15% and bringing down their price to L-1 price in a situation L-1 price is from someone other than a Micro and small enterprises, the supply shall be shared proportionately (to tendered qty.)

Out of 20% of this quantity, 4% shall be procured from Micro & Small Enterprises owned by SC& ST entrepreneurs provided they meet the tender requirement and L-1 price. In event of failure of such Micro & Small Enterprises to participate in tender process of meet tender requirement and L-1 price this 4% requirement earmarked for Micro & small Enterprises owned by SC/ST shall be met from other Micro & Small Enterprises.

In case of procurement of any of the 358 items reserved for procurement from small scale Industrial units circulated vide office order dated 23rd March, 2012 issued by Addl Secretary and Development commissioner (MSME), Ministry of Micro small & Medium Enterprises only Micro & Small manufacturer or their authorized firm will be allowed to participate in such tender.

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24**. Shortfall Document**: The Purchaser may ask for shortfall documents during the evaluation of the bids. These documents shall not be relating to submission of EMD. Request for documents and the response shall be in writing and no changes in the prices of the bid shall be sought, offered or permitted.

25**. Price Certificate:** You will have to certify on the body of bill that the prices charged by them are not higher than those applicable to other govtdeptt /undertakings.

26. An amount equivalent to VAT charged in the bill shall be withheld at the time of bill passing. The supplier shall be liable to submit the Form JVAT 404 within three months from the end of the relevant financial year. The amount withheld shall be refunded within 15 days from the date of submission of Form JVAT 404 by the supplier. The amount withheld shall bear no interest.

In case of default by the supplier in submitting form JVAT 404 within the time period as specified above, the amount withheld shall be forfeited and the same shall be utilized by the concerned area for paying the additional tax demanded by commercial tax authorities due to non-submission of Form JVAT 404".

27. BCCL reserves the right to accept or reject any or all tender either in full without assigning any reason thereof. Dispute if any arises will be decided in the jurisdiction of Dhanbad

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28 .Proforma for collecting payment through electronic mode including electronic fund transfer (EFT) & Electronic clearing system (ECS)

A	VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S NAME & ADDRESS: (With Telephone No. & Fax No.)	
B	PARTICULARS OF BANK ACCOUNT:	
	BANK NAME:	
	BRANCH NAME: (Including RTGS Code)	
	ADDRESS:	
	9-DIGIT CODE NUMBER OF THE BANK**&**BRANCH (Appearing on MICR Cheque issued on the Bank) Or 5-DIGIT Code Number of SBI	

	ACCOUNT TYPE: (S.B. Account/Current Account Or Cash Credit with Code 10/11/13) LEDGER NO./LEDGER FOLIO NUMBER: ACCOUNT NUMBER (CORE BANKING) & STYLE OF ACCOUNT (As appearing on the Cheque Book)	

C. 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.

Date:

(……)

Signature of the Customer/ Vendor/Suppliers/Customer

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

(……)

Signature of the Authorized Officials from the Bank

AREA MANAGER (PURCHASE)

Sijua Area