**BHARAT COKIN COAL LIMITED**
(A subsidiary of Coal India Limited)
WASHERY DIVISION
SARAIDHELA : DHANBAD-828127 (JHARKHAND)
Phone No.0326-2202002; Fax No.0326-2222644
(UNDER JURISDICTION OF DHANBAD COURT ONLY)

# NOTICE INVITING TENDER

REF NO. 110110/03/02/Ind. Gas/88 Date 12.09.2011

| | |
|---|---|
| DUE DATE & TIME FOR SUBMISSION | 10.10.2011 up to 1 PM |
| DUE DATE & TIME FOR OPENING | 10.10.2011 at 3 PM |
| REQUIRED AMOUNT OF EARNEST MONEY | Rs.3,428/- |
| COST OF TENDER PAPER | NIL |
| (PLEASE SEE CLAUSE NO. 8) | |

To
M/s ----------
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Dear Sir

You are Invited to submit your TENDER FOR SUPPLY OF Industrial Gas ( D.A & Oxygen) for Mahuda Coal Washery As per details furnished below :-

| Sl.No. | Description of material | Quantity |
|---|---|---|
| 01. | Oxygen Gas for Industrial use | 2400 CM |
| 02. | D.A. Gas for Industrial use | 800 CM |

( Detail specification as per annexure –I )

1. Tenders are invited in duplicate for supply of tendered items from those to Whom this NIT has been issued of 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 and name of the Tender; strictly in the manner as described in clause No. 3 of this document .

2 . Tenders may be deposited in person by the tenderer on by the tenderer on 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.GM(MM) Washery Division, Saraidhella.

3. (a) The offers are to be submitted in two parts. In case of two parts, the first 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 super scribed with the tender and the date of opening and marked as “Part–I”

(b) The second Part “ Part II i.e. price bid” should contain the details of price only. The envelope should be sealed superscribed with the tender the tender number and the date of opening and marked as “Part-II”. The Part- II i.e. Price Bid should contain the following:-

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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 ONLY by sealing was embossed 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 estimate value of the tender is more than Rs. 10.00 lakh.

NOTE:

Tender not submitted in the above manner may not be accepted .

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 NIT is more than Rs. 10.00 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: 100% payment shall be made within 30 days of receipt and acceptance of material at site by the consignee.

7. Tenderers are requested not to put any additional condition in their Tender and shall quote strictly as per terms of payments as follows:-

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

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.

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

8. Earnest Money:-

(A) Earnest Money of **Rs. 3,428/-** 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 accompany the part- I of the offer i.e. the first envelope containing Technical & Commercial terms; 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.

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 and Security Deposit.

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9. Security Deposit:- Successful tendered may be required security deposit for 10% of the total value of the order including taxes; duties transportation chares etc. in form of 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, Bank Guarantee will be released within 30 days of satisfactory execution of the order. For un-satisfactory performance the Bank Guarantee may be encashed by BCCL.

10. Delivery is required as **'Mentioned in Annexure-I I'** The tenderer should confirm their delivery period in clear terms..

11 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.

12. 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.

13. Tenderers who suo-moto offer different prices or change the terms 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.

14.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.

15.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.

16.Bill of quantity is enclosed as Annexure-1

17. 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) Provenness has to be established wherever the tenderers are requested to do so

(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.

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(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 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 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/Warrantee Clauses of 12 months from the date of commissioning or 18 months from date of supply (whichever is earlier) against manufacturing defects/faulty workmanship/breakage etc. unless otherwise stipulated.

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

19.Hand written offer will be rejected.

20. 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, indigenous 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.

Enclosed: Annexure I,II,III and IV

BHARAT COKING COAL LIMITED
FOR WASHERY DIVISION

**ANNEXURE-1**

REF NO. 110110/03/02/Industrial Gas/88 Date 12.09.11

**TECHNICAL SPECIFICATION OF INDUSTRIAL GASES**

1).Dissolved acetylene (DA) gas for industrial use 99.98% purity conforming to IS-308/1988 (with latest amendment if any )at pressure 15-20 Kg./Sq.CM in cylinders of capacity 06 to 08 CM.

2) Compressed Oxy. Gas for industrial use 99.5% purity conforming to IS-309/92 ( with latest amendment if any) at pressure 140-145 Kg./Sq.C.M .

Note :

**1**.Cylinder Security : No security deposit will be applicable for supply of gas in seller's cylinder.

**2**.Each cylinder will be fitted with protective cap and Gases supplied in approved cylinder as per explosive rule.

**3**.Inspection : Final inspection will be arranged by the consignee at destination.

4.Gurrantee/Warranty : You are fully responsible for any manufacturing defects and in case the cylinder supplied ,are found to be defective and not as per specification, you will replace all such cylinder within 30 days of issue of intimation free of cost.

**5**. Any offer deviating from the technical specification should be accompanied by the chart indication pressure and corresponding size of cylinder in CUM quantity. Verification will be done by the conversion given below.

1 Kg. D.A. Gas = 0.94 CUM

7 CUM Oxygen = 140 Kg./Sq. CM (Pressure)

**6**.All other terms and conditions are applicable as per NIT.

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DY.GM(MM)
WASHERY DIVISION

**ANNEXURE - II**

**Additional Terms and conditions**

The following terms and conditions also apply to the NIT.

1).The Tenderers are required to certify that the prices quoted by them are same as applicable to any Govt. organization/PSUs including CIL and its subsidiaries.

2) Delivery i) Period : As when required by the consignee but within 03 days or earliest possible of receipt of demand failing which the clause no 12 of NIT will be applicable.

ii)Mode of delivery : The delivery of gases is to be either at washery Store of from the Go down of party, located at Dhanbad from where delivery of gases can be taken and empty cylinder can be handed over on any working days.

3). The offer must be submitted in Two envelops. a) Techno- commercial bid, b) Price bid and EMD must be accompanied with the part-1 i.e. Techno- commercial bid. Both envelops shall be placed in another envelops. Each envelop shall be properly sealed. Envelops stapled shall not be accepted. All the envelops should be super scribed with the tender no. and date, due date of opening, name and address of the tendering authority as well as tenderers.

4). The authenticity of the credential submitted with the offer may be verified as and when required. As such original document should be provided for verification if required by this office. All submitted documents to be self attested. However, the copy of the NSIC/DGS&D/Ancillary registration certificate/Explosive licence /BIS licence and any other approval certificate submitted with the offer **must be notarized.**

5). A general check list of commercial terms and conditions is enclosed herewith and the same must be submitted duly filled in as per instructions given in the check list.

6). For the tenderers against web site NIT, the clause no. 17 (B) and (C) and 20 are applicable. The tenderers must enclosed purchase order's copy for the tendered items from Govt./semi Govt./PSUs and successful execution against the same made during the last five years.

7).Tenders not submitted in above manner will not be accepted.

Dy.GM(MM)
W/Division.

## ANNEXURE-III

**Check list of Commercial terms and conditions**

Tenderers are requested to confirm their acceptance or non acceptance for the various commercial terms and conditions as per NIT as mentioned below and submitted the same with their offer duly signed and stamped. For acceptance they have to write 'YES' and 'NO' for the non acceptance in the YES/No column.

| Srl. No. | Terms & conditions | YES/NO |
|---|---|---|
| 1. | Quoted for NIT items and quantity | |
| 2. | Payment term | |
| 3. | Delivery Period | |
| 4. | EMD deposited | |
| 5. | Security Deposit | |
| 6. | Liquidated Damage Clause | |
| 7. | Warranty/Guarantee | |
| 8. | Submission of dealership certificate | |
| 9. | Submission of test certificate | |
| 10. | Whether ancillary for the tendered item | |
| 11. | Whether NSIC/DGS&D regd. for the tendered item | |
| 12. | Price Fall Clause | |
| 13. | Force Majeure Condition | |
| 14. | Price Certificate | |
| 15. | Submission of Proof of proven-ness | |
| 16. | Submission of Approval Certificate | |
| 17. | Prices are firm | |

Note: Any deviation to be recorded separately.

Sig. of the Tenderer with seal

ANNEXURE-IV

PAYMERNT OF SUPPLIERS/CONTRACTORS IN TRIPLICATE

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

| | | |
|---|---|---|
| 1 | VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S NAME & ADDRESS<br>:<br>(with Telephone No. & Fax No): | |
| 2 | PARTICULARS OF BANK ACCOUNT | |
| | A. BANK NAME | |
| | B. BRANCH NAME<br>:<br>(Including RTGS CODE) | |
| | TELEPH9ONE No AND FAX NO<br>: | |
| | C. 9-DIGIT CODE NO OF THE BANK AND BRANCH<br>:<br>(Appearing on the MICR cheque issued on the bank) or 5 digit code of SBI | |
| | D. ACCOUNT TYPE<br>:<br>(S.B. Account/Current Account OR Cash Credit with code 10/11/13) | |
| | E. LEDGER NO/LEDGER FOLIO NO.<br>: | |
| | F. ACCOUNT NUMBER (CORE BANKING) : | |

3. 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 in correct information, I would not hold the user institution responsible. I have read the opinion invitation letter and agree to discharge responsibility excepted of me as a participant under the scheme. Any bank charges levied by the bank of such e-transfer shall be born by us.

Date :-

(----------)

Signature of the Customer/Vender /Supplier/Contractor.

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

(----------)

Signature of the Authorized Off