



**BHARAT COKING COAL LIMITED**

(A Subsidiary of Coal India Limited)

Purchase Department

Office of the General Manager

P.B.Area

P.O. Kusunda, Dist: Dhanbad

Jharkhand

Pin: 828116

Ph. 0326-2330361

Web site: <http://bccl.gov.in>

**Under jurisdiction of Dhanbad Court (Jharkhand) only.**

TENDER NO – PBA/PUR/2013-14/81

Date: 15.01.2014

DUE DATE & TIME FOR SUBMISSION- **20.02.2014** upto 1:00 PM

DUE DATE & TIME FOR OPENING- **20.02.2014** upto 3:00 PM

ESTIMATED VALUE - Rs. **4,74,696=00**

COST OF TENDER DOCUMENT – RS. **1000=00 (One Thousand) (Not refundable)**

REQUIRED AMOUNT OF EARNEST MONEY –RS. **9,494=00 (Refundable)**

(Please see clause no.10 & 12)

TENDER PAPER ISSUED FROM - **20.01.2014 to 19.02.2014**

SECURITY MONEY – IT MAY BE ACCEPTED IN TERMS OF BANK GUARANTEE ALSO OF ANY SCHEDULE BANK (REF CLAUSE NO.- 11)

**TENDER ENQUIRY**

Document issued to: ..... ..... .....	If this Tender Document has been downloaded from our website Part-III envelope (Clause 7[c] bearing required Bank Draft for the requisite Tender Fee must be enclosed along with the tender with company seal & signature otherwise their offer shall be rejected out rightly without any reference. However, the contents of the tender documents available for sale in our office shall be deemed as authentic .The responsibility of errors & omissions in the downloaded documents will be with tenderer. This is also applicable if the document is purchase from office.
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Dear Sirs,

Sub: Notice Inviting Tender for supply **Cement Capsule (Size 32 mm x 400 mm).**

1. Sealed tenders are invited in duplicate only from the proven manufacturers or their authorised sole selling agents/distributors authorised by their manufacturer to offer against this tender. for supply of **Cement Capsule (Size 32 mm x 400 mm)** to BCCL as per annexure – “A”. The copy of certificate towards proof of manufacturing the item may be enclosed along with techno commercial bid.
2. The offers are to be submitted before the closing date and time as mentioned above.
3. Tenderers may be deposited in person by the tenderer in the Tender Box kept at Tender cell, Purchase Department, Office of General Manager, P.B.Area P.O.Kusunda, Dist: Dhanbad or sent by post or courier to the above address. Bharat Coking Coal Limited, however, do not take any responsibility for loss of tender in transit. A tender, which has not been received on the due date and before the time of opening of the tender, the same will not be considered. No relaxation in this respect will be entertained.
4. Tenders sent through telegram, telex, Fax or E-Mail will not be considered.
5. Tender documents/forms purchased by one firm are not transferable to another firm.

6. The tender document is divided into the following parts:

- i) Annexure ' A' - Technical specification
- ii) Annexure ' B' - Commercial terms without price.
- iii) Annexure ' C ' - Check List

7. ( a ) The offers are to be submitted in three 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 envelope should be sealed superscribed with the tender number and the date of opening and must mark 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 number and the date of opening and must mark Part II.

( c ) "Part – III" [ Applicable for those tenderers who will down loaded tender documents from our web site. ]

In this case the intending tenderer must enclose the requisite tender fee as Bank Draft from any schedule Bank drawn in favour of "BHARAT COKING COAL LIMITED" payable at Dhanbad in the "Part – III " envelope. The envelope shall be sealed , superscribed with tender number and due date of opening and must mark "Part-III".

Sealing of all the envelopes must be ONLY by sealing wax 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.

All these three sealed envelopes i.e. "Part – I " [ Techno-commercial bid] , "Part- II " [ Price bid] and "Part – III " [ Requisite tender fee as indicated in the tender notice ] should be kept in a bigger envelope giving details of the tender No. and due date of opening.

In absence of "Part-III" envelope offer shall be rejected out rightly without any reference for those tenderers who have down loaded the tender documents from our website.

8. Part - I (Techno commercial Offer) and "Part – III" (Tender fee) will be opened on **20.02.2014** the due date of tender opening in presence of the authorised representative of the attending bidders

NOTE.

a) Tenders 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 tenders 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.

9. 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.

10. Earnest Money:

a) An Earnest money of Rs.**9,494=00.** in form 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.

b) If it is accompany the Part-II(Price bid) , it will be presumed that tenderer did not deposit the requisite Earnest money and their offer shall be considered unresponsive. For unsuccessful tenderer , Earnest money shall be refunded immediately after finalisation of the tender.

11. 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 a Public Sector Bank 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.

12. 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.

13. The bidders must give a declaration that they have not been banned or de-listed by any Government or quasi-Government agencies or PSUs. If a bidder has been banned by any Government or quasi-Government agencies or PSUs , this fact must be clearly stated and it may not necessarily be a cause for disqualifying them. If this declaration is not given , the bid will be rejected as non-responsive.

14. Bharat Coking Coal Limited reserves the right not to make any procurement against this tender without assigning any reasons.

15. Tenders of those tenderers who suo moto offer different prices or change the terms which effects the quoted price of the firm within the validity of the offer shall be treated as invalid offer ab initio and the action against such tenderer as per CIL rules / procedure will be taken.

16. ALL CONTRACTS WILL BE IN ACCORDANCE WITH THE PREVALENT INDIAN LAW AND ALL DISPUTES ARE SUBJECT TO THE JURISDICTION OF DHANBAD COURT ONLY.

IMORTANT NOTE:.

(i). The agencies are requested to go through all the Annexure and furnish specific replies to each question raised therein.

(ii). Printed terms and conditions of the vendor shall not be considered. Tenderers are requested to submit their offer complete in all respects maintaining serial number of items , terms and conditions as per tender documents along with all supporting documents failing which offer may not be considered & no further clarification on technical commercial aspects may be entertained.

(iii). Normally no deviation is acceptable to our tender documents.. Offers as asked must be submitted complete in all respects.

(iv). Self attested copies of orders received from subsidiaries of CIL or any other Govt. Undertaking or Deptt. for the quoted items should be submitted along with the quotation in the Part-I(Techno-commercial offer).

(v). The complete offer should be typed in the letter head of the tender(Hand written quotation will be summarily rejected). If firm's letter heads are not sufficient to accommodate technical and pricing details preferably bigger papers may be used , such sheets alongwith other pages of the offer should be signed and stamped by company's authorised signatory.

(vi). All pages of downloaded/purchase tender documents should be signed and have company's seal & RE-SUBMITTED WITH OFFER OTHERWISE TENDER SHALL BE LIABLE FOR REJECTION OUT RIGHTLY.

(vii). Erased and over written quotations will be summarily rejected unless corrections are authenticated with the tenderer's signature.

(viii). The tenderer must submit separate sheet in Part 'I' ( Techno-commercial offer) indicating any deviation in their offer from the Technical and Commercial terms specified/required.

(ix) 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 guide line ”.

(x) Norms of Award of Contract to BCCL, Ancillary units shall be applicable subject to documentary evidence.

Notwithstanding anything said above, BCCL reserves the right to follow any guideline or instruction received from the Government or any statutory bodies from time to time.

Encl: As above

Yours faithfully

For & on behalf of Bharat Coking Coal Limited

Technical Specification :

<b>Description of Materials</b>	<b>Unit</b>	<b>Quantity</b>
Cement Capsules Size 32 mm x 400 mm, weight 400 gr. (Approx)	Nos.	120000

1. Cement Capsules shall be comply DGMS circular No. 5 of 2013, Clause No. 2 (A) and 2(B) and others.
2. Test certificate for compliance of Para – II of DGMS Circular No. 5 of 2013 shall be submitted from approved test house in techno commercial bid.
3. The self life of Cement Capsules shall be minimum 6 months from date of supply.
4. Cement Capsules shall be pasted suitably with batch no., date of expiry & month of manufacturing in supply challan.
5. Batch test certificate is to be submitted with every supply of cement capsules by manufacturer.
6. The cement capsules found not to fulfil circular no. 5 of 2013 shall be replaced by good one for no cost and defective quality of capsules shall not be return back and it will be destroyed in presence of supplier at user site.
7. The cement capsules supplied shall take minimum load of 3 tonne, 5 tonne, 10 tonne & 12 tonne after 30 minutes, 2 hours, 24 hours & 28 days respectively.

Encl:

Dy.CMM / AM(MM)  
P.B.Area

**COMMERCIAL TERMS:-**

1. Part-I i.e. TECHNO COMMERCIAL OFFER should contain the following (but not the price of any item):-

- i) Name and address of the original Manufacturer along with full details of the contacts persons, Telephone No, Fax No., E. Mail address etc.
- ii) Details of order received giving the name of the buyer, their address and country, date of order and number/quantity item ordered and supplied. Specific details should be given regarding the item supplied with full address of the user so that the same can be verified if felt necessary.
- iii) Details of collaborations, if any.
- iv) Details of After Sales Service to be provided, namely address of service depots, if any , strength of after sales service personnel and their qualifications and backgrounds.
- v) Details of Training offered , if any.
- vi) Details of quality control measures/stage inspections carried out .Accreditation of any approved std. quality control institute or organization may be indicated certifying the quality system of the bidder.
- vii) Details regarding location of the works. The purchaser reserves the right to inspect the works of the bidder. What are the facilities they will provide to carry out pre despatch inspection in stages of manufacturing process, if buyer wish to do so.
- viii) A statement certifying that the bidder accepts all the commercial terms and conditions of Bharat Coking Coal Limited given in this bid documents without any reservation what so ever.

2. (A) PART II i.e. PRICE BID should contain the following:-

- i) Rate (Prices) 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-I 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-I

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.

- i) In case of direct import by us(BCCL) , price will be on F.O.R. delivery Port basis only . The Price must be on FIRM basis.
- ii) In case of Imported stores and prices are in Indian rupees on FOR destination basis , only applicable sales tax and statutory local levies(if any) will be payable extra. The price must be on FIRM basis.
- iii) Conditional discount including quantity discount will not be considered for comparative purpose . Cash discount or Prompt payment discount will also be treated in the same manner. However only unconditional discount will be taken into account for comparative evaluation to ascertain the competitiveness of the tender. In case of F.O.B price all discount attracts custom duty etc. except trade discount.

2 (B) – Detail evaluation of financial bids.

2 (B) (a) In spite of mentioning that offers should be submitted by the tenderers on FOR destination basis as per clause 2(A)(i) above , in case a tenderer does not specify the basis of price or quoted on ex-works or FOR despatching station basis , the price will be loaded to arrive at the F.O.R. destination price on the following manner.

Approximate distance of dispatching Station from Consignee’s end.	Percentage FOR dispatching station price regarding Freight.	Packing and Forwarding Charges	Transit Insurance Charge
Above 2001 Km	5%	2%	½%
1501Km - 2000 Km	4%	2%	½%
1001 Km -1500 Km	3%	2%	½%
501 Km – 1000 Km	2%	2%	½%
Below 500 Km	1%	2%	½%

2 (B) (b) In case of Imports , the tenderers are required to quote on FOB delivery port basis. The total price will be estimated in the following manner to arrive at the CIF price & landed price of the import offers.

Sl.no	Description	Imported from USA ,Canada and Japan	Imported from European and other countries.
1	Freight & Insurance	12% of FOB value	10% of FOB value
2	Insurances Charges	1/2% of FOB value	½% of FOB value
3	Custom Duty	As applicable	As applicable
4	Port handling and clearance Charges , Inland transportation and other miscellaneous charges	5% of FOB value	5% of FOB value

To arrive the FOR destination Price in Indian Rupees , the exchange rate published in National Newspaper applicable on the date of opening of Price Bids will be taken. The applicable rate will be “Selling BC Rate”.

3. VALIDITY:- The offer must be valid for acceptance for a period of 6(Six) months from the date of opening tender. Offers will not be permitted to be withdrawn during this period.
4. ULTIMATE CONSIGNEE:- The materials may be consigned to any of the depot of Depot. Officer, P.B.Regional Store, P.O. Kusunda.
5. PRICE VARIATION: I) Only FIRM price shall be quoted .No price variation will be allowed during the pendency of the contract excepting for price fall clause.

6. PAYMENT TERM:-

a) For indigenous supplies.

100% within 30 days of receipt and acceptance of the materials by the consignee or from the date of receipt of Bill , whichever is later by the consignee.

b) For imported supplies if Price is on FOB basis.

In case of imported items where the price is on F.O.B. value 90% will be paid against letter of credit. Balance 10% will be paid after receipt and acceptance of materials. Agency commission will be paid in Indian Rupee .Clearly indicate the quantum of Agency Commission included in the F.O.B Price.

7. Either the Indian Agent on behalf of the foreign principal or the foreign principal may directly bid in a tender but not both.

If an agent participates in a tender on behalf of one manufacturer, he should not quote on behalf of another manufacturer along with the first manufacturer for the same item.

8. In case of indigenous supplies , Tenderers are required to furnish the following details/information in the techno-commercial bid Part-I for transferring the Payment 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. Self Attested Copy of PAN with Company Seal.
- g. Name of Proprietorship of firm

In absence of above details/information offer may be liable to be considered unresponsive.

9..DELIVERY:-

i) Required delivery schedule- within **3(Three)** months equal phase.

ii) The bidder should be in a position to supply in specific delivery period at least 25% of the total quantity of the tender , otherwise offer shall be considered unresponsive.

iii) 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. (a) GUARANTEE/WARRANTY/PERFORMANCE BANK GUARANTEE

(For Equipment only)

i) The item will be warranted against any manufacturing defects/workmanship for a period of 12 months from the date of commissioning or 18 months from the date of receipt and acceptance. Any defect observed on this account shall be attended to immediately and in no case beyond a period of one month. For specific warranty on assemblies and sub-assemblies, details given in Technical specification may be referred to.

ii) Special Warranty Clause:- 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 purchase within 21 days of settlement of warranty claims.

“At no cost to the purchaser” means, the supplier will have to bear all the expenses up to the destination site i.e. Ex-works prices, Excise duty, Sales tax, Insurance, Inland Transportation charges, etc. as applicable to ensure free delivery of warranty replacement at BCCL colliery sites.

The supplier will be required to stock spares to take care of warranty period breakdown . Spares should be available immediately from the date of intimation of breakdown.

iii) The suppliers must ensure that there is no major breakdown due to manufacturing / design defect during the warranty period. In case such breakdown occurs, the purchaser will reserve the right to extend the warranty period suitably as per the availability clause mentioned in the Technical Specification.

iv) A performance Bank Guarantee on Scheduled / Nationalised Bank in India valid for 18 months from the date of receipt/acceptance for 10% value of the order as a coverage towards the supplier's performance against the contract ( in the standard format Appendix- III enclosed herewith ) , must be submitted within 20 days of placement of order. No payment will be made without submission of the performance bank guarantee. The order value means F.O.R. destination price including taxes duties , transportation & insurance charges and other charges. The performance bank guarantee is required in case of supply of equipment.

11. (b) (i)SPECIAL GUARANTEE /WARRANTY- ( Other than Equipment).

The item will be covered by guarantee/warranty against any manufacturing defects/workmanship for a period of 12 months from the date of receipt & acceptance of materials. Any defect observed on this account shall be attended to immediately and replace the material within 30 days on mutual agreement

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 weights 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. QUALITY CONTROL MEASURE

The bidder shall furnish details of quality control measures being adopted by him, including any International / Indian standard being followed.

### 14. PRICE FALL CLAUSE:

- As per Appendix -II

### 15. 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 inception the delivery date as extended. Further this clause state that:

a) 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.

b) 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 did actually exists.

c) If any of the 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.

### 16. INSPECTION & TESTS.

i)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.

ii) If the inspections and tests is conducted on the premises of the supplier or its subcontractor(s) at point of delivery and/or at the goods final destination when conducted on the premises of the supplier or its subcontractor(s) , all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the purchaser.

iii) 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.

iv) 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's i.e. third party prior to the dispatch of the Goods.

v) Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.

For Chief General Manager(MM)



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 or dispatch the stores within the stipulated date/ period in accordance with the samples and/or specification mentioned in 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:

- a) 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 Head of the Materials Management Division .
- b) 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 canceling the supply order in respect of consignment not yet due for supply or
- c) 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
- d) 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.
- e) To encash any Bank guarantee which is available for recovery of the penalty or
- f) To forfeit the security deposit full or in part.
- g) 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 Ltd. or any subsidiary of Coal India Ltd. 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.

PRICE FALL CLAUSE.

APPENDIX-II

- i) 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.
- ii) 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 CGM(MM), Bharat Coking Coal Limited , Commercial Block , Level –III , 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.

The bidder should confirm their acceptance of the above clauses.

PROFORMA FOR AFFIDAVIT TO BE SUBMITTED BY THE TENDERER

Non Judicial Stamp Paper

AFFIDAVIT

I \_\_\_\_\_ Partner/Legal Attorney /  
Accredited Representative of M/s \_\_\_\_\_,  
solemnly declare that :

1. We are submitting our offer \_\_\_\_\_  
\_\_\_\_\_ against Tender Notice  
No. \_\_\_\_\_ dt. \_\_\_\_\_.
2. None of the Partners of our firm is relative of employee of Bharat Coking Coal Limited
3. All Information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Tender is complete, correct and true.
4. All documents/credentials submitted alongwith this Tender are genuine, authentic, true and valid.
5. If any information and document submitted is found to be false/incorrect any time, department may cancel my Tender and action as deemed fit may be taken against us, including termination of contract, forfeiture of all dues including Earnest Money and banning / delisting of our firm and all partners of the firm etc.
6. NSIC certificate submitted herewith is attested by notary (registered).

Signature of the Tenderer

Seal of Notary

Date: \_\_\_\_\_

**CHECK- LIST**

( To be filled by the Tenderer duly signed and stamped )

1. Whether the tenderer is a Manufacturer/ authorised Sole selling agent Yes/No
2. Whether the tenderer is a exclusively authorized marketing outlet of a manufacturer Yes/No
3. If the reply against(2) above is yes, then indicate name & full address of the Principal.
4. In case of (2) above whether the Principals Authorisation as Exclusive Authorised Marketing Outlet is enclosed with the offer Yes/No
5. Acceptance of 180 days offer's validity period as per clause No.3 of Annexure B of NIT Yes/No
6. Whether quoted prices are FIRM/VARIABLE as per clause No.5of Annexure 'B' of NIT Yes/No
- 7 Whether Price quoted is on FOR destination basis as per NIT Yes/No
- 8 Whether Payment terms as per clause No.6 of Annexure 'B' of NIT accepted Yes/No
9. Whether Liquidated damages & Risk purchase clause as per clause No.10 of Annexure 'C' of NIT accepted Yes/No
10. Whether acceptance of Price fall clause as per clause 15 of Annexure 'C' of NIT accepted Yes/No
11. Whether banned or delisted by any Govt or Quasi Govt Agency/PSU Yes/No
12. Whether downloaded/purchase tender document enclosed With offer authentic company seal & signature Yes/No.
13. Whether affidavit enclosed in Part – I tender as per proforma. Yes/No.

NOTE: NON -ACCEPTANCE OF ANY OF THE TERMS AND CONDITIONS MAY LEAD TO REJECTION OF OFFER/THE OFFER MAY BE TREATED AS UN-RESPONSIVE.

SIGNATURE OF THE TENDERER  
WITH SEAL & STAMP



**GOVERNMENT OF INDIA  
MINISTRY OF LABOUR & EMPLOYMENT  
DIRECTORATE GENERAL OF MINES SAFETY**

**No. DGMS Circular (Approval) No. 05 of 2013, Dhanbad, dated 19.07.2013.**

To:

All the Owner/Agent/Manager of all belowground coal mines.

**Subject: Revised Standard for Testing and Use of Cement Capsule as Grout Material for Roof Bolting in Mines.**

**1.0 BACKGROUND:**

- 1.1 Recently, on 28<sup>th</sup> May, 2013, a technical workshop was held at DGMS(HQ), Dhanbad to review the existing standards as notified earlier vide DGMS/Tech. Cir.(Approval) No. 05 dated 27/12/2010 in relation to the use of cement capsules as a grouting medium for supporting purposes in mines. The workshop was well attended with representation from many manufacturers, users, scientific institutions like ISM-Dhanbad, CMPDIL-Ranchi, B.I.S, etc.
- 1.2 After careful consideration of the views of all stake holders and other expert opinions based on the experience and technical inputs, the new revised standards for testing and use of Cement Capsules as grouting material for Roof Bolting in mines and the minimum requirements on part of the test houses, manufacturers and users, has been formulated which are as follows.

**2.0 (A) PHYSICO-MECHANICAL PROPERTIES:**

S.No	Parameter	Standard
1.	The soaking Time of the cement capsule in water.	Maximum of 3 minutes.
2.	The initial setting time of the cement capsule including Soaking Time.	Minimum - 5 Minutes. Maximum - 10 Minutes
3.	The final setting time of the cement capsule including Soaking & Initial Setting Time	Maximum of 15 minutes.
4.	The measured Compressive Strength gain of the cement capsule after completion of moulding, for following time durations.	The measured minimum Compressive strength gain of the cement capsule after completion of moulding shall be
	(a) 30 minutes.	(a) $\geq 3.0$ M.Pa.
	(b) 2 hours.	(b) $\geq 7.0$ M.Pa.
	(c) 24 hours.	(c) $\geq 12.0$ M.Pa.
	(d) 7 days.	(d) $\geq 12.0$ M.Pa.

	(e) 21days.	(e) $\geq 12.0$ M.Pa.
	(f) 28 days.	(f) $\geq 12.0$ M.Pa.
5.	The measured Anchorage Strength gain of the cement capsule after completion of grouting for the following time durations. (a) After 30 minutes (b) After 2 hours (c) After 24 hours. (d) After 28 days	The measured minimum Anchorage strength gain of the cement capsule after completion of grouting, shall be (a) 3.0 tonnes. (b) 5.0 tonnes. (c) 10.0 tonnes. (d) 12.0 tonnes.

**(B) CHEMICAL PROPERTIES:**

S.No	Parameter	Standard
1.	Chloride	Maximum of 0.1%.
2.	Shrinkage	No shrinkage.
3.	Expansion If measured by 'Autoclave method' Or If measured by 'Le Chatelier's method'	Maximum of 0.8 % Or Maximum of 10 mm.
4.	Sulphuric Anhydrite	Maximum of 15%

3.0 Therefore, for any cement capsule manufactured by a firm to be used as grouting medium in mines for supporting purposes, it shall be ensured that all stipulations vide para 2.0 of this circular are satisfactorily met with.

4.0 Additionally, the manufacturers, test houses and the users shall also ensure certain minimum requirements as enumerated below.

**a) TEST HOUSES:**

For assessing the above standard properties of cement capsules and for sake of ensuring uniformity amongst the test houses, tests as per the procedure shown in **Annexure – 1** shall be performed by the approved test houses. ✓

**b) MANUFACTURERS:**


For ensuring that every batch of cement capsules produced by a manufacturer complies with the standards laid above, the manufacturers shall ensure the requirements on minimum facilities in their respective manufacturing premises as stipulated in **Annexure – 2** to this Circular.

**c) MINING COMPANIES:**

For ensuring strict compliance with the stipulated standards of cement capsules vide para 2.0 of this circular, user mining companies shall strict compliance with stipulations as per **Annexure – 3** to this Circular.

Page 3

- 5.0 As provided under Regulation 181(3) of the Coal Mines Regulations 1957 and the earlier published GSR 160 vide Gazette notification No. 35 dated New Delhi, August 24<sup>th</sup> – August 30<sup>th</sup>, 2008 in Part - II, Section 3, sub-section (i), the standards for using cement capsules as grouting medium for supporting purposes in the workings of belowground coal mines, as stipulated at para 2.0 alongwith Annexures 1, 2 and 3 to this Circular, is considered as approved by the Chief Inspector of Mines by this general order in writing, from the date of issue of this circular. It may be noted that no specific approval will be required from this Directorate in this regard.
- 6.0 All Owners/Agents/Managers of belowground Coal mines are therefore, advised to ensure strict compliance with this circular in respect of using cement capsules as grouting medium for supporting purposes in the belowground workings.

  
(R. Guha) 19.7.13  
Director General of Mines Safety

Encl: Annexures 1, 2 and 3.



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**IMPORTANT REQUIREMENTS OF THE TEST HOUSES**

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**1.0 GENERAL REQUIREMENTS:**

- 1.1 Every test house engaged in testing of samples of cement capsules shall develop suitable protocol in respect of the receipt of untampered samples. The details of the protocol as above shall be notified to every firm/manufacturer seeking test of cement capsules.
- 1.2 Atleast, **110 Kg** of cement capsules shall be received for the purpose of conducting various tests out of which, one half shall be preserved in the test house as a reference sample for a period of six months from the date of receipt or the expiry date as recommended by the manufacturer, whichever is earlier.
- 1.3 A minimum of three tests shall be performed at the test house for assessment of each of the standard parameter.

**2.0 STANDARD PROCEDURES TO BE ADOPTED BY APPROVED TEST HOUSES FOR LABORATORY TESTING OF CEMENT CAPSULES:**

**2.1 METHOD OF TEST FOR SOAKING TIME, INITIAL SETTING TIME & FINAL SETTING TIME OF CEMENT CAPSULE**

**(a) TEST PROCEDURE:**

For measurement of soaking time, cement capsule in perforated polythene is immersed in the water in a tub and a stop watch is started. When bubbles stop coming out of capsules completely, it can be assumed that soaking of the cement capsules in water is complete and the stop watch is stopped. The time elapsed in between is the soaking time.

For initial & final setting time "Vicat" instrument as stipulated in IS: 4031- Part 5-1988 is used. The procedure for measurement of 'Initial' and 'Final' setting time is as per the stipulations of IS: 4031- Part 5 – 1988.

**(b) INSTRUMENTS REQUIRED FOR TESTING:**

Instruments as required by IS 4031- Part 5 – 1988 shall be provided and maintained at the test house.

**2.2 METHOD OF TEST FOR COMPRESSIVE STRENGTH OF CEMENT CAPSULE**

**(a) PREPARATION OF TEST SPECIMEN:**

Prepare a cubical test specimen of size 70.6 mm x 70.6 mm x 70.6 mm from the sample of cement capsules collected. For making the cube, potable water shall be used to the same extent as used for preparing specimens for testing of initial and final setting time as stipulated vide para 2.1 of this Annexure. As the cement capsule is already grout with sand pre-mixed by the manufacturer in required amounts, no additional sand shall be added for preparing the cube as above. Also, curing of the cubes so moulded need not be done. Further, during the



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making of the cubes, flow tables may be used instead of a vibrator as required under IS-4031(part 6).

**(b) TEST PROCEDURE:**

The test procedure shall be as per the stipulations of IS 4031(Parts 6): 1988. Tests shall be carried out in temperature controlled environment at  $27 \pm 2$  °C for measuring the compressive strength of the cube as per the laid down standards after 30 minutes, 2 hours, 24 hours, 7 days, 21 days and 28 days of preparation of the test specimen/mould.

**(c) INSTRUMENTS REQUIRED FOR TESTING:**

Instruments as required IS 4031(Parts 6): 1988 by or as prescribed above shall be provided and maintained at the test house.

**METHOD OF ANCHORAGE STRENGTH TEST FOR CEMENT CAPSULE:**

**(a) PREPERATION**

This test requires a 1500 mm long steel pipe of 38 mm inner diameter - with roughed inside surface and of adequate wall thickness, and a 22 mm diameter roof bolt of appropriate length to accommodate a normal hydraulic pull out jack, with suitable threading on one end for a length of atleast 150 mm. The test specimen shall be prepared by placing adequate number of soaked cement capsules in the tube to ensure full column grouting and inserting the roof bolt. The specimen shall be left to be cured for the required duration of the test.

**(b) PROCEDURE**

Attach a pull out jack/anchorage testing machine to the threaded end of the roof bolt. Apply load to the pull out jack/anchorage strength slowly and steadily as long as the applied load is sustained or the corresponding anchorage strength stipulation of the circular is sustained, whichever is early, as indicated by the reading in the pull out jack/anchorage testing machine.

**(c) OBSERBATION**

The specimen under test can be considered as having passed the test if the applied load upto the corresponding stipulations of test duration as laid down in this circular, is sustained. However, some test specimens may be tested to failure as per the discretion of the test house.

- (i) Anchorage testing Machine : 25 Tonnes capacity
- (ii) Steel pipe : 1.5 m length, 38 mm (ID)/Adequate wall thickness & with roughed inside surface.
- (iii) Roof bolts (TMT Ribbed Bar): 1.6 to 1.8 m length, 22mm dia with one end threaded and the other end pointed.

**METHOD OF TEST FOR PRESENCE OF CHLORIDE IN CEMENT CAPSULE:**

The methodology of assessment for the presence of 'chloride' in cement capsule samples shall be in accordance with the stipulations of IS 10500:1991.

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2.5 **METHOD OF TEST FOR SHRINKAGE AND EXPANSION OF CEMENT CAPSULE:**

(a) **PREPARATION OF TEST SPECIMEN:**

Samples shall be prepared as per the stipulations of IS 4031 (Part 10 and Part 3) excepting that no sand need be added to the cement grout mixture. Also, water shall be mixed with the cement grout mixture in the same proportions as used for making specimens to test the initial and final setting time as stipulated vide para 2.1 of this Annexure.

(b) **PROCEDURE:**

The methodology/procedure for testing for shrinkage/expansion of cement grout mixture of cement capsules shall be in accordance with IS 4031 (Part 10) for shrinkage and IS 4031 (Part 3) for expansion. The test houses/manufacturers may choose any one method among the two methods as prescribed in the IS-4031(Part-3) for expansion test, but it should be mentioned in the test report.

(c) **INSTRUMENTS REQUIRED FOR TESTING:**

As per IS 4031(Part-10 and Part-3).

2.6 **METHOD OF TEST FOR MAJOR CHEMICAL CONSTITUENTS OF CEMENT CAPSULES:**

The methodology/procedure of assessment major chemical constituents of cement capsule samples shall be in accordance with the stipulations of IS 4032:1985.

3.0 If any test house has entered into collaboration or transferred the technology/patent/knowledgebase/knowhow for manufacturing cement capsule to any firm/manufacturer or has provided assistance to upgrade/renovate/ rectificate the quality of cement capsule of any firm/manufacturer, the test report for cement capsule from such test house will not be considered. The test house shall clearly indicate in writing in this regard in the test report.



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**ANNEXURE-2**

**IMPORTANT REQUIREMENTS OF THE MANUFACTURERS OF CEMENT CAPSULES FOR USE IN MINES**

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- 1.0 For sake of ensuring the basic quality of the cement capsules being produced, the manufacturers shall possess the following minimum equipments/facilities.

SN.	Name of Apparatus/Equipment	Quantity (Nos.)	Capacity
1.	Humidifier.	One	Humidity 90% Temp. 5-50°C
2.	Anchorage Testing Machine.	One	25 Tonnes
3.	Compressive Testing Machine	One	25/50 Tonnes
4.	Vicat Apparatus.	One	As per IS: 5513:1996
5.	Furnace.	One	1000°C
6.	Flow Table.	One	As per requirement
7.	Stop Watch.	Two	-
8.	Hot Air Oven.	One	Ambient - 250°C
9.	Heater.	One	500°C
10.	Glassware.	As per requirement	-
11.	Chemicals.	As per requirement	-
12.	Other instruments/equipments/arrangements.	As required by relevant IS.	-

- 2.0 In order to check the required parameters during manufacturing, it shall be required that random sampling be collected. Atleast one lot of sample containing adequate number/quantity of cement capsules for every 10,000 pieces of cement capsules manufactured, shall be subjected to all required set of prescribed tests in the standard and the data shall be kept recorded in a bound paged book kept for the purpose and signed by persons carrying out the test, and also countersigned by the quality control officer posted at the manufacturing unit(s). Such records shall be maintained for the purpose of verification for a period of atleast three years from the date of manufacturing.
- 3.0 The manufacturing firm shall prepare an elaborate usage and storage manual in respect of the batches of cement capsules manufactured for use in mines. With every consignment of cement capsules dispatched to a user, usage & storage manuals shall also be furnished.
- 4.0 All details on the Loss on Ignition (LOI) values of the individual batch of cement capsules manufactured and dispatched to users shall be recorded in a bound paged book kept for the purpose and shall be signed by the persons carrying out the test and countersigned by the quality control officer posted at the manufacturing unit(s). Such records shall be maintained for the purpose of verification for a period of atleast three years from the date of manufacturing.
- 5.0 The manufacturing firm shall ensure that every consignment of cement capsules dispatched is suitably protected against exposure to extreme weather which could alter the properties of the cement capsules.
- 6.0 In case of any particular batch of cement capsules failing to meet the standards on "Compressive Strength test" and/or the "anchorage strength test" performed at the user end during joint testing, the manufacturer shall take all steps to immediately intimate all other users to withdraw that particular batch which failed, from use and also confirm in writing to this Directorate within 24 hours of being intimated by the user.



**IMPORTANT REQUIREMENTS OF THE MINING COMPANIES USING  
CEMENT CAPSULES**

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- 1.0 The mining companies using cement capsules for roof bolting purposes shall ensure the following.
- a) Proper arrangements are provided and maintained for storage of the cement capsules received in consultation with the respective manufacturers.
  - b) Every consignment of cement capsules received is suitably protected against exposure to extreme weather which could alter the properties of the cement capsules.
  - c) Adequate number of effective protective wears and gears are made available in every user mine for handling cement capsules.
- 2.0 Every mine/area shall carry out tests for 'Compressive Strength' for 30 minutes, 2 hours and 24 hours as per the procedure vide Annexure - 1 and/or anchorage strength assessment for 30 minutes, 2 hours and 24 hours after setting of test roof bolts in the underground workings for every batch/consignment of cement capsules received at the mine/area and the results of the tests shall be properly recorded in a bound paged book kept for the purpose and also signed by the manager. The above tests shall be completed within maximum 72 hours of the receipt of the each consignment at the Area level.
- 3.0 Where, the cement capsules received from a manufacturer do not meet stipulated standards in respect of either or both the above tests, a repeat of both tests shall be conducted in the presence of the representative of the manufacturer and the results of the joint test report of the batch of cement capsules shall be properly recorded in a bound paged book kept for the purpose and also signed by the manager and the representative of the manufacturer.
- 4.0 If any Batch/consignment is proved failed in joint testing, it shall be ensured that the particular 'failed' batch of the cement capsules supplied shall be withdrawn from use in all mines of the company and intimation thereof shall be sent to this Directorate. A representative sample of the size as required for carrying out a complete laboratory test of the cement capsules of the batch/consignment which had failed during joint witnessing of tests by representatives of the mine and the manufacturer shall be immediately sent for testing in one or two approved test house(s) subject to para 3.0 of Annexure - 1. A copy of this report of the test shall be furnished to this Directorate immediately on receipt from the test house.
- 5.0 Additionally, every mining company shall have an elaborate and properly functional Quality Ensurance mechanism at Corporate/Area/Unit levels for ensuring use of quality cement capsules in mines and also for addressing problems of defective supply of cement capsules. This mechanism shall provide for
- a) timely education of all manufacturers regarding dangers due to use of bad quality cement capsules

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- b) ensuring submission of a batch test report by the manufacturer with every batch of supply of cement capsules,
- c) regular joint sampling and testing along with manufacturer(s) at intervals as may be mutually agreed to, at NTH/DGMS approved laboratory for comprehensive testing of all stipulated parameters of the standard in force,
- d) submission of information regarding failed batches of supply of cement capsules to this Directorate through the Nominated Owner along with a detailed enquiry report, and
- e) taking such other steps as may be required in this regard in the interest of safety of persons involved.

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