NOTICE INVITING TENDER

Sealed tenders are invited from reputed and experienced Electrical contractors for the following job:

<table>
<thead>
<tr>
<th>Description of work</th>
<th>Estimated Cost</th>
<th>Cost of tender paper</th>
<th>Earnest money</th>
<th>Time of completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintaintence and repairing of transmission and distribution lines &amp;township lighting of Sudamdh group consisting of Main colony, Gosai Sthan colony, COCP colony, Mohalbani colony, Riverside colony, New miner’s colony and Dump hopper colony FOR ONE YEAR</td>
<td>Rs. 8.62 Lacs</td>
<td>Rs.200/-</td>
<td>Rs.8620</td>
<td>One year</td>
</tr>
</tbody>
</table>

2. For detailed information and items of work please see tender document on our Website or contact office of the Area Manager (E&M), Eastern Jharia Area, BCCL, P.O.Bhowra, Dist.Dhanbad, Pin 828302.

Earnest money: Earnest money is to be deposited in the form of D.D. drawn in favor of “Bharat Coking Coal Limited” on any Scheduled Bank payable at its branch at Dhanbad. The earnest Money of the unsuccessful Bidder shall be refunded and shall bear no interest.

3. Eligibility Qualification of Tenderer-Following papers should be given in this;

1. Income tax clearance certificate.

2. License of being authorized electrical contractor of state government

3. Name of electrical supervisor with 11kv OH line/ installations certificate for supervising the job with license No. and validity proof.
4. Experience proof of having done 6.6KV or higher voltage line maintenance /erection job in following form with satisfactory work done certificate;
  . Copies of three work orders each of value not less than 40% of Estimated value of present job
    OR
  Copies of two work orders each of Value not less than 50% of Estimated value of present job
    OR
  Copy of One work order having a value not less than 80% of Estimated Value of present job.

5. Evidence of possessing adequate working capital (at least 20% of work)

6. Should give undertaking in writing to establish service offices in two places i.e. at main colony and river side for easy and quick contacts

7. Should specify in writing about means of mobility of his work persons in case of breakdowns for attending immediately

4. Penalty: Recovery of penalty will be as per BCCL rules.

5. Price of tender Documents: The application fee for Tender Documents shall be Rs 200/- (Non-refundable) payable either in cash or by Bank Draft drawn in favor of Bharat Coking Coal Limited, on any Scheduled Bank payable at its Branch at Dhanbad. The payment for tender document should be made to Finance Manager, E.J.Area, BCCL, and Dhanbad.

6. Availability of Tender Documents:  a)   Tender Documents including Terms and Conditions of work shall be available on payment, from the following places, during the period as stated below:
  Date:  from 31.10.09 to 26.11.09
  Time: 10.00 AM to 1.00 PM (on all working days)
  Place: (A) Office of the Area Manager (E&M),Eastern Jharia Area, BCCL .
  P.O. Bhowra, Dt.Dhanbad, Jharkhand

b) Downloading of tender document from Website : Tender Documents can also be downloaded directly from the Web-site of BCCL at http://bccl.cmpdi.co.in and such tenderers, while submitting their tenders will have to enclose a Bank Draft towards cost of Tender Document along with their tenders in a separate envelope with Part-I. The Bank Draft, from any Scheduled Bank should be drawn in favor of Bharat Coking Coal Limited, payable at its branch at Dhanbad. Any Bank Draft, towards cost of Tender Document, prepared after scheduled closure of sale of Tender Documents i.e. 26.11.2009 shall render the tender liable for rejection. The bidders will be required to submit an undertaking that they will accept the tender documents as available in the website and their tender shall be rejected if any tampering in the tender document is found to be done at the time of opening of tender. The bank draft towards the cost of tender documents (application fee) and the undertaking of the tenderer (as stated above) shall be submitted in a separate envelope marked “Cost of Tender Documents and the Undertaking” and not with Part-I/ EMD.
7. **General Instruction for Submission of Tender:** Tenderer is required to submit his offers in sealed covers giving reference to this tender notice number with date and name of work, containing offers in two parts, Technical Bid part – I & Price bid Part – II. The parties should submit documents in support of condition as in 3 above. EMD to be submitted in a separate envelop with the Part-I of the tender document. Part-I & Part-II should also be in sealed covers clearly super scribing as Part-I and II on the respective envelops. (Name of the work shall be super scribed on the left hand side of the covers).

Part-II envelopes will be opened only in respect of such Tenderers as found valid after scrutiny of Part-I.

8. **Validity period of Offer:** The offer should be valid for 120 (one hundred and twenty) days from the date of opening of the tender.

9. **Receipt of Tenders:** Tenders are to be received in sealed covers up to 3.00 PM on 27.11.2009 at the following office:

   **Office of the Area Manager (E&M), Eastern Jharia Area, BCCL P.O., Bhowra, Dt.Dhanbad, Jharkhand**

10. **Opening of Tenders:** Tenders will be opened at 3.30 PM on 27.11.2009 in the office of the Area Manager (E&M), Eastern Jharia Area, Bhowra.

11. The Company is not under any obligation to accept the lowest tender/ tenders and reserves the right to reject any or all the tenders without assigning any reason whatsoever, and also to distribute the work and allot the work / works to more than one tenderer at its sole discretion.

   S/d-
   Area Manager (E&M),
   Eastern Jharia Area, Bhowra

Sr. PRO, BCCL – With a request to publish this NIT in local as well as National dailies as per norms of the Company and also advise the publisher concerned to send paper cutting to the tendering authority. NIT should also be put on Company’s Web site. The downloading facility should be available during the period of sale of Tender Paper. Soft copy of the NIT is also being sent along with this.

Copy to:
   1. GM (Finance) /GM (IE)/ CGM (E&M), Koyla Bhawan, BCCL.
   2. GM (Admn.)-To display this NIT in Koyla Bhawan Notice Board,
   3. All Areas CGMs /GMs including Washery zones – For wide circulation through Display in Notice Board,
   4. Addl. G.M./ Staff Officer(Mining), E.J.Area.
   5. PO/Agent, Smd gr mines
   6. A.F.M or his Representative. E.J.Area.
   7. All Agents/Project Officers, E.J.Area.
   9. Inspector, CISF, EJarea. 10. Chief Cashier, EJarea

C.C to : D(T)P&P / D(T)OP / D(P) / D(F) / CVO,BCCL
Sr.ES to CMD for kind information to CMD.
Bharat Coking Coal Limited
(A Subsidiary of Coal India Limited)
Office of the General Manager,
Eastern Jharia Area,
P.O.Bhowra,Dt.Dhanbad,(Jharkhand)

Part-I

Tender Notice No: BCCL/EJA/AM(E&M)/TENDER/2009-10/ 9183 Date: 26.10.09

Name of work - Maintenence and repairing of transmission and distribution lines & township lighting of Sudamdih group consisting of Main colony, Gosai Sthan colony, COCP colony, Mohalbani colony, Riverside colony, New miner’s colony and Dump hopper colony FOR ONE YEAR

Last Date and Time of submission of Tenders : 27.11.09 till 3.00 P.M.

Date & Time of opening of Tender (Part-I) : 27/11/2009 till 3.30 P.M.

Name & Address of the Tenderer to whom issued:
_________________________________________
_________________________________________
_________________________________________
_________________________________________

Date of issue:

Cost of Tender paper: Rs. 200/-

Cash receipt no. & date:

Signature of the officer issuing Tender Paper

Details of EMD submitted:

Total EMD for Rs._______ is enclosed herewith by DD/ BC No .................
Dt...................

Drawn in favor of Bharat Coking Coal Limited from ..................... Bank.

Signature of Tenderer with Seal
INSTRUCTIONS TO BIDDERS

1. SCOPE OF TENDERER:
The BHARAT COKING COAL Limited (referred to as Employer in these documents) invites bids for job of
Maintainence and repairing of transmission and distribution lines & township lighting of
Sudamdih group consisting of Main colony, Gosai Sthan colony, COCP colony, Mohalbani colony, Riverside colony, New miner’s colony and Dump hopper colony FOR ONE YEAR

2. ELIGIBILITY QUALIFICATION OF TENDERER: should qualify in technical bid fulfilling conditions as under;

A. technical bid—following papers should be given in this;
   1. Income tax clearance certificate.
   2. License of being authorized electrical contractor of state government
   3. Name of electrical supervisor competent for supervising the job upto 11kv O/H lines and installations with license No. and validity proof.
   4. Experience proof of having done 6.6KV or higher voltage line maintenance/ Erection job in following form with satisfactory work done certificate
      Copies of three work orders each of value not less than 40% of Estimated value of present job
      OR
      Copies of two work orders each of Value not less than 50% of estimated value of present job
      OR
      Copy of One work order having a value not less than 80% of Estimated Value of present job.
   5. Evidence of possessing adequate working capital (at least 20% of work)
   6. Should give undertaking in writing to establish service offices with mob phone in two places i.e. at main colony and river side for easy and quick contacts. Office space will be provided by BCCL.
   7. Shuld specify in writing about means of mobility of his work persons in case of breakdowns for attending immediately
   8. Sub contractor’ experience and resources will not be taken into Account in determining bidder’s qualification

3. OTHER CONDITIONS-
   a. Contractor will be completely responsible for undertaking the job with due safety measure.
b. all tools/tackles and safety gadgets like safety belt, Discharge rod, ladder for use of his workers will be provided by contractors himself.

c. contractors will have to abide by all statutory rules pertaining to labor laws and safety stipulated by state govt/ central govt authorities
d. Management will have no responsibility for any accident or any type of local interference during execution of entire job.
e. Inspection from BCCL side will be done by any engineer nominated by Project Officer Smd Gr

Even though the Bidders meet the above qualifying criteria, they are subject to be disqualified if they have;

a. Made misleading or false representation in the forms, statements and attachment submitted in proof of the qualification requirements; and / or

b. record of poor performance such as abandoning the works, not properly Completing the contract, Inordinate delays in completion, litigation history or Financial failure etc.

B.PRICE BID-this should contain only financial aspect of bid.
Price bid of only those shall be opened who qualify in technical bid as per conditions therein.

4. ONE BID PER BIDDER:
Each Bidder shall submit only one Bid, either individually, or as a partner in a partnership firm or a Partner in a joint venture or a public limited firm. A Bidder who submits or participates in more than one Bid (other than as a sub contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder’s participation to be disqualified.

5. COST OF BIDDING:
The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.

6. AMENDMENT OF BIDDING DOCUMENTS:
1. Before the deadline for submission of Bids, the employer may modify the bidding documents by issuing addenda.

2. Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all purchasers of the bidding documents. Prospective Bidders shall acknowledge receipt of each addendum by cable to the Employer. Such addendum will also be displayed in BCCL website.

7. LANGUAGE OF BID
In case the bid is signed in a language other than English by the bidder, the total amount of the bid should also be written in the same language.
8. **BID PRICES:**

i. All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause overheads, etc., as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.

ii. The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document.

9. **SERVICE TAX:**
   The Service Tax if applicable & payable will be reimbursable at the existing rate against documentary evidence that the Service Tax has actually been paid to the Government.

10. **PENALTY:**
    Will be as per BCCL rules

11. **BID VALIDITY:**

1. The rates offered in Part-II should be valid for entire period of contract
2. In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that
   The bidders may extend the period of validity for a specified additional period. The request and the Bidder’s responses shall be made in writing. A bidder may refuse the request without forfeiting his bid
   Security. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid security for a period of the extension.

12. **BID SECURITY / EARNEST MONEY DEPOSIT:**

A. The Bid Security/ EMD of the successful bidder will be discharged when the bidder has signed the agreement and furnish the required Performance Security/ Security Deposit.

B. The Bid Security/ Earnest Money may be forfeited:
   a) if the bidder withdraws the bid after bid opening during the period of Bid validity,
   OR
   b) In case of a successful Bidder, if the Bidder fails within the specified time limit to Sign the agreement;
   OR
       Furnish the required Performance Security/ Security Deposit.
   OR
   c) If the Bidder does not accept the correction of the Bid Price
       The Bid Security/ EMD deposited with the Employer will not carry any interest.

13. **FORMAT AND SIGNING OF BID:**

1. All documents of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the Bid documents shall be initialed by the person or persons signing the Bid.
2. The Bid shall contain no alterations, or additions, except those to comply with instructions issued by the Employer or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid. Erasing or overwriting in the bid document may disqualify the bidder.

14. **DEADLINE FOR SUBMISSION OF BIDS:**

14.1 Bids shall be delivered to the Employer at the address specified no later than **3.00 Hrs. on 27/11/2009**. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be received up to the appointed time on the next working day.

2. The Employer may extend the deadline for submission of Bids by issuing an amendment, in which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline will then be subject to the new deadline.

15 **LATE BIDS:**

Any Bid received by the Employer after the deadline due to any reason whatsoever will not be accepted. No Bid may be modified after the deadline for submission of Bids.

Withdrawal of a Bid between the deadline for submission of Bids and the expiration of the period of Bid validity specified in the Bidding Data may result in the forfeiture of the Bid Security.

16. **PROCESS TO BE CONFIDENTIAL:**

Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a Bidder to influence the Employer’s processing of Bids or award decisions may result in the rejection of his Bid.

17. **CLARIFICATION OF BIDS:**

(a) To assist in the examination, evaluation and comparison of Bids, the Employer may, at the Employer’s discretion, ask any Bidder for clarification of the Bidder’s Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing.

b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

c) Discrepancy in totaling or carry forward in the amount quoted by the contractor shall be corrected. The tendered sum so corrected and altered shall be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer along with other tender / tenders rounding off to the nearest rupee should be done in the final summary of the amount instead of in totals of various sections of the offer.

d) The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, shall be considered as binding upon the Bidder.

18 **EVALUATION AND COMPARISON OF BIDS:**
1) The Employer reserves the right to accept or reject any variation or deviation. Variations, deviations and other factors that are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefit for the bidder shall not be taken into account in bid evaluation.

2) If the Bid of the successful Bidder is seriously unbalanced in relation to the estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of these prices with the methods and schedule proposed.

19. EMPLOYER’S RIGHT TO ACCEPT ANY BID AND NEGOTIATE AND TO REJECT ANY OR ALL BIDS:

The Employer reserves the right to accept, negotiate or reject any bid and to cancel the bidding process and reject all bids at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer’s action.

20. PERFORMANCE SECURITY / SECURITY DEPOSIT

The Security Deposit shall bear no interest.

21. EMPLOYMENT OF LOCAL LABOUR:

“Contractors are to employ, to the extent possible, only local project affected people and pay wages not less than the minimum wages fixed by the Law of the Land”.

22. LEGAL JURISDICTION:

Matter relating to any dispute or difference arising out of this tender and subsequent contract awarded based on the bid shall be subject to the jurisdiction of civil court at Dhanbad only.

23. TERMINATION, SUSPENSION, CANCELLATION, AND FORECLOSURE OF CONTRACT:

The company shall, in addition to other remedial steps to be taken as provided in the conditions of contract, be entitled to cancel the contract in full or in part, if the contractor:

a) Makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the officer in-charge, then on the expiry of the period as specified in the notice

OR

b) Commits default/breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of BCCL / Management, then on the expiry of the period as may be specified by the Officer-in charge in a notice in writing.

OR

c) Fails to complete the work or items of work with individual dates of completion, on or before the date/dates of completion or as extended by the company, then on the expiry of the period as may be specified by BCCL / Management, in a notice in writing.
OR

d) Shall offer or give or agree to give any person in the service of the company / Management, or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/acts of favour in relation to the obtaining or execution of this or any other contract for the company.

OR

e) Obtains a contract with the company as a result of ring tendering or other non-bonafide methods of competitive tendering.

OR

f) Transfers, sublets, assign the entire work or any portion thereof without the prior approval in writing from the Officer-in-charge. The Officer-in-charge may, by giving a written notice, cancel the whole contract or portion of it in default.

24. The contract shall stand terminated under the following circumstances:

a) If the contractor being an individual in the case of proprietary concern or in the case of a partnership firm any of its partners is declared insolvent under the provisions of Insolvency Act for the time being in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any Insolvency Act.

b) In the case of the contractor being a company, its affairs are under liquidation either by a resolution passed by the company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or re-organization, or a receiver or manager is appointed by the court on the application by the Debenture holders of the company, if any.

c) If the contractor shall suffer an execution being levied on his/ their goods, estates and allow it to be continued for a period of 21 days.

d) On the death of the contractor being a proprietary concern or of any of the partners in the case of a partnership concern and BCCL is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the company in this respect shall be final and binding which is to be intimated in writing to the legal representative or to the partnership concern.

25 On cancellation of the contractor or on termination of the contractor, BCCL shall have powers:

a) To carry out the incomplete work by any means at the risk of the contractor.

b) To determine the amount to be recovered from the contractor for completing the remaining work or in the event the remaining work is not to be completed the loss/damage suffered, if any, by the company after giving credit for the value of the work executed by the contractor up to the time of cancellation less on a/c payments made till date and value of contractor’s materials, plant, equipment, etc. taken possession of after cancellation.
c) to recover the amount determined as above, if any, from any moneys due to the contractor on any account or under any other contract and in the event of any shortfall, the contractor shall be called upon to pay the same on demand.

The need for determination of the amount of recovery of any extra cost/expenditure or of any loss/damage suffered by the company shall not however arise in the case of termination of the contract for death/demise of the contractor.

26. **SUSPENSION OF WORK**:

1. The Company shall have power to suspend the progress of the work any part thereof and BCCL may direct the contractor in writing to suspend the work, for such period and in such manner as may be specified therein on account of any default on the part of the contractor, or for proper execution of the work for reasons other than any default on the part of the contractor, or on ground of safety of the work or part thereof. In the event of suspension for reason other than any default on the part of the contractor, extension of time may be allowed by the company equal to the period of such suspension.

2. Foreclosure of contract in full or in part -If at any time after acceptance of the tender, the company decides to abandon or reduce the scope of the work for any reason whatsoever, BCCL shall give notice in writing to that effect to the contractor. In the event of abandonment/reduction in the scope of work, the company shall be liable:-

   a) to pay the contractor at the contract rates full amount for works executed and measured at site up to the date of such abandonment/reduction in the work. The contractor shall, if required by BCCL, furnish to him books of account, papers relevant documents as may be necessary to enable the Officer-in-charge to assess the amount payable.

   b) The contractor shall not have any claim for compensation whatsoever either for abandonment or for reduction in the scope of work other than those as specified above.

27. **PAYING AUTHORITY**:

. The paying authority will be A.F.M. (EJ AREA).

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**PART –II  PRICE BID**

**NAME OF TENDERER**-

**TENDER NOTICE NO.**-BCCL/EJA/AM(E&M)/ TENDER/2009-10/ 9183 DTD 26/10/2009

**NAME OF WORK**-

Maintainence and repairing of transmission and distribution lines & township lighting of Sudamdih group consisting of Main colony, Gosai Sthan colony,COCP colony,Mohalbani colony,Riverside colony,New miner’s colony and Dump hopper colony FOR ONE YEAR
**DETAILED SCOPE OF WORK AND QUANTITY**

<table>
<thead>
<tr>
<th>SR No</th>
<th>WORK - As per NIT No BCCL/EJA/AM(E&amp;M) TENBDER/09-10/9183 DT 26.10.09</th>
<th>TOT AL AMT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>INSTALLATIONS COVERED UNDER THE PROPOSAL ARE</td>
<td></td>
</tr>
</tbody>
</table>
HT overhead line 6.6 kv- 8km
LT overhead lie upto colony houses 55km
6.6kv/440v transformers 16 nos spread in various substations as under:
Substation installations as under - eight nos
a. main colony transformers 4 nos
b. old filter 2 nos
c. gosai sthan 1nos
d. new miner’s quarters 2nos
e. dump hopper colony 1nos 1nos
f. shramik chauk colony 2nos
g. subhash chauk- river side 4nos
above distribution may change marginally as per requirement

Scope of work
1. day to day all maintainence of transformers excluding rewinding
2. fault location and ractification work of 8 km HT and 55 km LT line as mentioned above
3. maintainence of substation installations as below:
a. air break switch-15nos
b. HT breakers -3 nos
c. cable- 1 km in small pieces
4. all maintainence work of housing colonies consisting of 4000 qtrs.
The job includes a. fuse call complaints b. change of service wires
5. colony street lights fitting and maintainence- 300 nos
6. removal of illegal connections in all colonies. Security to be provided by BCCL

Material to be provided by BCCL

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Total amt in words

Name of tenderer

Signature of tenderer with date

Place