



Bharat Coking Coal Limited
(A Subsidiary of Coal India Limited)
Office of the Chief General Manager
Bastacolla Area

Tender Notice No. BCCL:BA-IX:AM(Plng.):Exp.Van:Tender:11:05 Dated 21.06.2011

TENDER NOTICE

Sealed tenders are invited under 2 (two) bid-system containing Part-A (Technical Bid) & Part-B (Price Bid) for deployment of 03(three) No. of Explosive Van, including POL, on Hired Basis from reliable & reputed explosive transport contractors having their own Licensed Explosive Vans for transportation of explosives, detonators, detonating fuse, etc. from Bastacolla and Bera Magazine to different existing UG & OC mines and any new mine started in the near future in Bastacolla Area on 24 hour basis. The Explosive Van will be hired for a period of 01 (one) year. Offer should be submitted for Explosive Van including POL.

The estimated amount of the tender is Rs. 18,11,700/-

The cost of Tender Document is Rs. 100/-

The requisite amount of Earnest Money is Rs. 18,117/-

Tender Documents can be obtained on request in writing from the office of the Area Manager(Planning), Bastacolla Area, Vikash Bhawan, Jharia-828111, Dist. Dhanbad on any working day except Sundays and holidays from 25.06.2011 to 16.07.2011 between 10:00 Hrs to 13:00 Hrs. Cost of Tender Documents (non-refundable), Rs. 100/-, needs to be paid only in cash to Area Finance Manager, Bastacolla Area, Vikash Bhawan, Jharia-828111, Dist. Dhanbad. The tenders will be received in two parts in the office of the Area Manager(Planning), Bastacolla Area, Vikash Bhawan, Jharia-828111, Dist. Dhanbad from 10:00 Hrs to 14.00 Hrs on 18.07.2011 and will be opened at 16:00 Hrs on the same date.

Contd... - 2-

No tender will be accepted without requisite amount of earnest money. Company reserves the right to reject any or all the tenders without assigning any reason. Further details, terms and conditions are available in the Tender Document.

Area Manager(PIng),
Bastacolla Area

Copy to:

1. C.V.O, BCCL,Koyla Bhawan
2. Sr. ES to D(T) P&P, BCCL, Koyla Bhawan
3. CGM`s/GM`s of All Areas, for wide circulation through display in Notice Board.
4. PRO, BCCL, Koyla Bhawan, with a request to publish this NIT in Newspapers and also advise publisher concerned to send paper cutting to the tendering authority.
5. HOD(System), Bastacolla Area with a request to publish this Tender Notice in BCCL`s Web Site (Soft copy of this notice alongwith forwarding letter is attached).
6. CGM, Bastacolla Area
7. GM(Mining), Bastacolla Area
8. AFM, Bastacolla Area
9. PM(Admn), Bastacolla Area
- 10.All Project Officers, Bastacolla Area
- 11.Notice Board, Bastacolla Area



Bharat Coking Coal Limited
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Office of the Chief General Manager
Bastacolla Area

PART-A

Tender Notice No. BCCL:BA-IX:AM(Plng.):Exp.Van:11:05 Dated 21.06.2011

Name of work : Deployment of Explosive Vans for transportation of explosives and accessories to different existing UG & OC mines and any new mine started in the near future of Bastacolla Area from Bastacolla and Bera Magazines on 24-hour basis for one year from 16.08.2011.

Date & time of submission of tender : From 10:00 Hrs to 14:00 Hrs on 18.07.2011

Date & time of opening of tender : 18.07.2011 at 16:00 Hrs

Name and address of the tenderer to whom issued

Date of issue :

Cost of Tender Paper : Rs.100/-

Cash Receipt No. & date :

Signature of Officer issuing Tender Paper

Details of EMD submitted :

Total Earnest Money for Rs.18,117/- is enclosed herewith by DD/BC No._____

dated_____ drawn in favor of Bharat Coking Coal Limited from_____

_____ Bank.

Signature of Tenderer with seal



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Bastacolla Area

Tender Notice No. BCCL:BA-IX:AM(Plng.):Exp. Van:11:05 Dated 21.06.2011

**SEALED TENDER NOTICE FOR ENGAGEMENT OF
EXPLOSIVE VANS**

Sealed tenders are invited under 2 (two) bid-system containing Part-A (Qualification Bid) & Part-B (Price Bid) for deployment of 3(three) Nos. of Explosive Vans, including POL, on hired Basis vide Tender Notice Ref. No. BCCL:BA-IX:AM(Plng.):Exp. Van:11:05 dated 21.06.2011 issued by Area Manager(Planning), Bastacolla Area, BCCL, from reliable & reputed explosive transport contractors having their own Licensed Explosive Vans for transportation of explosives, detonators, detonating fuse, etc. from Bastacolla Magazine & Bera Magazine to opencast mines Ghanoodih OCP, Kuya OCP, Bera OCP, Kujama Hired OC patch and to underground mines Bastacolla Colliery, Dobari Colliery, Kuya Colliery and Bera Colliery of Bastacolla Area and to any new mine started in the near future, will be received in the office of the Area Manager(Planning), Bastacolla Area, Vikash Bhawan, Jharia-828111, Dist. Dhanbad from 10:00 Hrs to 14:00 Hrs on 18.07.2011.

All tenders will be opened at 16:00 Hrs on 18.07.2011 in the presence of the attending tenderers or their duly authorized representatives in writing. Only Part-A will be opened on the above mentioned date and time.

Earnest Money: The requisite of Earnest Money is Rs.18,117/-

Tender Documents can be obtained on request in writing from the office of the Area Manager(Planning), Bastacolla Area, Vikash Bhawan, Jharia-828111, Dist. Dhanbad on any working day except Sundays and holidays from 25.06.2011 to 16.07.2011 between 10:00 Hrs to 13:00 Hrs. Cost of Tender Documents (non-refundable), Rs. 100/-, needs to be paid only in cash to Area Finance Manager, Bastacolla Area, Vikash Bhawan, Jharia-828111, Dist. Dhanbad. The tenders will be received in two parts in the office of the Area Manager(Planning), Bastacolla Area, Vikash Bhawan, Jharia-828111, Dist. Dhanbad from 10:00 Hrs to 14:00 Hrs on 18.07.2011 and will be opened at 16:00 Hrs on the same date.

The tender shall be submitted in two parts as indicated in the Notice Inviting Tender. Part-A shall comprise of two envelopes, one containing the Earnest Money Demand Draft and the Technical Qualifications. Part-B shall comprise of the Price Bid. Both the envelopes shall be properly sealed and super-scribed on the outside about their contents. These two envelopes shall be placed inside a bigger envelope, sealed and properly super-scribed

The date of opening of Part-B of the tender shall be communicated in due course to the eligible bidders after consideration of Part-A.

Any correction, over-writing, erasure, cancellation or any other modification in any form in the tender must be initialed and stamped by signatory of the Bid.

Tender must be deposited in the Tender Box placed in the office of the Area Manager(Planning), Bastacolla Area, Vikash Bhawan, Jharia-828111, Dist. Dhanbad . Tenders will not be accepted after the scheduled time and date.

Earnest Money amounting to Rs. 18,117/- should be submitted in the form of a Demand Draft of a scheduled bank in favor of BCCL, payable at Dhanbad and shall be submitted in a separate envelope of Part-A bid. Earnest Money will not be accepted in cash. The Earnest Money will be retained in case of the successful bidder and will be refunded to the unsuccessful tenderers in due course and will not carry any interest.

Tenders will be rejected outright without making any further reference to the bidder in the following conditions:

- i) if not accompanied by prescribed Earnest Money.
- ii) in the absence of affidavit in prescribed form given in Annexure-A.
- iii) if the Tender Document is not duly signed and stamped by the bidder.
- iv) if there is any correction, over-writing, erasure, cancellation or any other modification which is not initialed and stamped by the signatory of the bid.

Security Deposit:

The total Security Deposit, including Earnest Money already deposited, shall be 5% of the contract value. The Earnest Money of the successful bidder will be discharged and converted into the Security Deposit and the balance amount shall be recovered from the 1st. running account bill and shall remain at the disposal of BCCL, Dhanbad, as security for providing satisfactory services in accordance with the provision of the contract/work order. The Security Deposit amount shall not carry any interest.

The Security Deposit will be refunded on successful completion of contract and shall be subject to BCCL's right to deduct/appropriate its dues against the hiring agency under this contract or under any other contract.

The bid Security/Earnest Money may be forfeited:

- i) if the bidder withdraws the bid after bid-opening during the period of bid validity
- ii) fails to provide the vehicle after placement of order.

Eligibility Criteria:

The tenderers must fulfill the following criteria failing which their offer will be liable to be summarily dismissed

Only vehicles permitted to be deployed on hire as per Motor Vehicles Act and fitted with all necessary accessories as per approved specifications and provisions of The Explosives Act 1884 and The Explosive Rules 2008 for transporting explosives and accessories. The vehicle should be less than 10(ten) years old on the date of submission of tender.

The Explosive Van is required to be covered under appropriate Insurance, the Road Tax/Permit Fees, etc. as per Motor Vehicles Act should be paid up-to-date. and also have a valid commercial registration as Explosive Van as per provisions of The Explosives Act 1884 and The Explosive Rules 2008. The explosive van should have a valid license registered with Office of Joint Chief Controller of Explosive, East circle Kolkata. Explosive van's license registered with other zone of Department of Explosive will not be entertained. The driver should have a valid commercial driving license.

Rates:

The rates must be quoted as per Annexure-C and submitted in Part-B for the Price Bid. The Price Bid shall be inserted in a separate sealed envelope. Both Part-A and Part-B, sealed in separate envelopes, will be put in separate outer envelope. The envelopes containing Part-A and Part-B should be super-scribed as Part-A and Part-B respectively.

Documents comprising of the bid:

The bid, comprising of two parts, will be submitted by the bidders as follows:

- a) Part-A of the bid to be submitted in first inner sealed envelope comprising of:
 - i) Bid Earnest Money Demand Draft
 - ii) Qualification information and documents as required and other materials required to be submitted by the bidder
 - 1. Copy of Road Tax
 - 2. Copy of Registration
 - 3. Copy of Fitness Certificate
 - 4. Copy of Road Permit
 - 5. Copy of Insurance
 - 6. Copy of Explosive Van License
 - 7. Copy of Driving License
 - 8. Copy of Pollution Certificate
 - 9. Any other statutory documents
- b) Part-B of the bid as per Annexure-C will be the 2nd inner sealed envelope with original bid documents issued to the bidder duly signed by authorized signatory of the bidder on all pages as proof of accepting the conditions of the contract.

Both the inner envelopes will then be placed in one outer envelope, sealed and marked properly and submitted to the employer before the deadline for submission of the bid.

One bid per bidder:

Each bidder shall submit only one bid, either individually, or as a partnership firm or as a partner in a joint venture or public limited firm. A bidder who submits or participates in more than one bid (other than as a sub-contractor or in case of alternatives that have been permitted or requested) will cause all the proposals with the bidders participation disqualified.

Bid validity:

The rate offered in Part-B should be valid for 120 (one hundred and twenty) days from the date of opening of Part-A of the tender. A bid valid for shorter period shall be rejected by the employer.

TABLE-1

Please refer to Clause a) of Annexure-B (Terms & Conditions)

| Type of Vehicle | Model/Manufacturing Year | Registration Number of Vehicle | Capacity of the explosive van | Name & Address of the Owner |
|------------------------|---------------------------------|---------------------------------------|--------------------------------------|--|
| | | | | |



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PART-B

Tender Notice No. BCCL:BA-IX:AM(Plng.):Exp. Van 11:05 dated 21.06.2011

Name of work : Deployment of Explosive Vans for transportation of explosives and accessories to different existing UG & OC mines and any new mine started in the near future of Bastacolla Area from Bastacolla and Bera Magazines on 24-hour basis for one year from 16.08.2011

Date & time of submission of tender : From 10:00 Hrs to 14:00 Hrs on 18.07.2011

Date & time of opening of tender : 18.07.2011 at 16:00 Hrs

Name and address of the tenderer to whom issued

Date of issue :

Cost of Tender Paper : Rs.100/-

Cash Receipt No. & date :

Signature of Officer issuing Tender Paper

PRICE BID

Name of work

: Deployment of Explosive Vans for transportation of explosives and accessories to different existing UG & OC mines and any new mine started in the near future of Bastacolla Area from Bastacolla and Bera Magazines on 24-hour basis for one year from 16.08.2011.

| <u>Sl. No.</u> | <u>Type of Vehicle</u> | <u>No.</u> | Rate per day (Fixed charges) | Rate per Km (Running charges) |
|----------------|------------------------|------------|---------------------------------|----------------------------------|
| 1. | Explosive Van | | | |
| 2. | Explosive Van | | | |
| 3. | Explosive Van | | | |

Signature with date of the tenderer

Name of tenderer

Seal

ANNEXURE-A

Affidavit on Stamp Paper of Rs. 10/- (Rupees ten only)

I/We, _____
(name of the tenderer and address) swear to the effect that I/we is/are submitting this tender with due compliance of all the formalities required in the NIT and I/we do possess all the qualifications as per NIT.

I/We further swear to the effect that all the relevant documents enclosed with this tender and all documents that will be submitted by me/us subsequently are/will be genuine and correct.

I/We further swear to the effect that if it is found that said documents are not genuine and I/we do not possess the requisite qualifications as per NIT then in the event the contract is awarded to me/us, it will be liable to be terminated at any time subsequently and I/we shall be liable to compensate BCCL for any loss/damage suffered by BCCL there from.

Deponent

Identified by

Advocate

Public Notary/Executive Magistrate

ANNEXURE-B

Terms & Conditions

- a) The tenderer shall furnish (in Table-1) details of vehicles to be deployed by him for the contract job with their Registration Number and name and address of their owner. Photocopies of the documents of the vehicles are also to be submitted along with the tender.
- b) In case the vehicle is not owned by the tenderer, the details with Reg. No./description and legal documents like Power of Attorney from the owner authorizing the tenderer to ply the vehicle under contract is to be submitted.
- c) Every vehicle deployed shall be inspected and approved by the Area Manager (E&M), Bastacolla Area, or by any other authorized person/persons as decided by the Management.
- d) The driver deployed on the vehicle hired will be in proper outfit and in uniform as prescribed by the Management when on duty.
- e) The uniform and accessories are to be provided by the Agency/Owner at its own cost.
- f) The driver should possess valid Commercial Driving License in his name and should be able to drive the vehicle efficiently and be conversant with traffic rules.
- g) The Agency/Owner will have to abide with the provisions of all the statutes including labor, taxation and other laws applicable to its establishment during the period of its engagement and shall be responsible and accountable for the breach or violation of any of the Acts, Rules, Regulations, Notifications, Circulars issued from time to time by the Government of India or the State Government. The Agency shall provide an undertaking to this effect prior to the commencement of the job and indemnify BCCL, Dhanbad against any breach of statutes/laws, etc.
- h) Details of Office Establishment of the Agency/Owner for emergency contact such as Mailing Address and Telephone/Mobile Number should be submitted along with the tender paper.
- i) The Agency/Owner will not be provided any garage or accommodation for the staff deployed on the vehicle.
- j) The Agency/Owner will ensure that its staff will not at any time divulge/make known any trust/information or other matters relating to the affairs of BCCL.
- k) The Agency/Owner will ensure that its staff are properly trained to carry out their duties in time. All drivers will be employees of the Agency/Owner and in no case can these employees of the Agency/Owner can have any claim whatsoever on BCCL
- l) Any dispute arising out of this contract will be subject to the jurisdiction of Dhanbad Court only.

m) Discipline:

- i) The drivers deployed must be non-alcoholic, medically fit and their antecedents must be verified by the Agency/Owner of the vehicle.
- ii) In case of negligence, dereliction of duty, disorderly behavior, other misconduct by the driver of the Agency/Owner, the Agency/Owner will take back the driver concerned and suitable replacement shall be made within 24 hours.
- iii) BCCL, Dhanbad reserves the right to accept or reject any tender without assigning any reason whatsoever and decision of BCCL, Dhanbad in awarding the work shall be final and cannot be subject to arbitration/dispute.
- iv) In case of emergency, like breakdown of law & order, machinery or natural calamity/mine accident, etc. the Agency/Owner will deploy on short notice, reasonable number of additional vehicles as per instruction of BCCL.

n) Payment Terms:

- i) The rate quoted must be firm.
- ii) If the vehicle does not report for duty on working days without prior notice, the hire charges for that day will not be payable and, in addition, the amount equivalent to one day hire charges will be realized as penalty.
- iii) For late reporting of the vehicle on any stipulated day beyond 10(ten) minutes of the scheduled time a penalty of Rs. 150/-(Rupees One hundred and fifty only) shall be realized for each occasion and reporting mechanism for such late reporting of the vehicle will be as per BCCL Management.
- iv) Undertaking for providing suitable vehicle (required as per MV Act) in case of breakdown of vehicle is to be submitted along with the tender.
- v) The payment will be made on monthly basis based on actual days the vehicle remained on duty with BCCL and any penalty as per Clause ii) & iii) above will be adjusted against such payment.
- vi) Income Tax as per prevailing rates shall be recovered at source.
- vii) The Management will be liable for payment of hire charges only. The wages of the driver/repairer and maintenance cost/Tax/Insurance/Premium/Permit, etc. and other legal liabilities as per MV Act and other statutes applicable will be solely the Agency/Owner's liability.

o) Paying Authority:

- i) Transporter shall submit monthly bill in triplicate to the Area Manager (Planning), Bastacolla Area who is authorized to process the bill.
- ii) The paying authority will be the Area Finance Manager, Bastacolla Area.

p) Enforcement of Labor Laws/Statutory Laws:

The Agency/Owner shall have direct dialogue with their Workers/Unions for expeditious settlement of any demand/dispute concerning wages, benefit, liability to be provided to employees any or all benefits, liabilities(financial or otherwise), arising out of bipartite or tripartite settlement among union/employees, between department or any authority and any liabilities arising out of such settlement shall be borne by the Agency/Owner. BCCL shall be kept completely indemnified against any responsibility/liability arising out of the above settlement.

The Agency/Owner will make expeditious settlement of any dispute that may arise at site in respect of wages to employees or benefits, etc.

The Agency/Owner shall pay wages and provide benefits/facilities to his employees at least at par with Minimum Wages Act applicable to the locality or as per the agreement amongst Labor Commission and Labor Union and the same shall not be less than those prevalent in Jharkhand. BCCL shall be completely indemnified against any liability and consequences thereof.

q) Termination, suspension, cancellation and closure of contract:

BCCL shall, in addition to other remedial steps to be taken as per the provisions of the contract, be entitled to cancel the contract in full or in part if the Agency/Owner:

- i) 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, then on the expiry of the period as may specified in writing
OR
- ii) Offers or gives or agrees to give any person in the service of BCCL or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/acts of favor in violation to the obtaining or execution of this or any other contract for the company
OR
- iii) Transfers, sub-lets, assigns the entire work or any portion thereof without the prior approval in writing from BCCL. BCCL may give a written notice, cancel the whole contract or portion of it in default
OR
- iv) Fails to maintain to the satisfaction of BCCL, cleanliness and good running condition of the vehicles.