

BHARAT COKING COAL LIMITED
(A Subsidiary of Coal India Limited)
Office of the General Manager
MINES RESCUE SERVICES
DHANSAR:DHANBAD-828106
Phone: 0326-2291380

Ref No: BCCL/Rescue/E&M/09/560

Dated: 12/12/09

TENDER NOTICE

Sealed tenders are invited from bona-fide, reputed, competent and resourceful commercial vehicle operating firm/parties for engagement of following type of vehicle on hire basis(without POL) for official use in office of Superintendent/Dy CME's office, Mines Rescue Station, Dhansar, Dhanbad.

SI No	Type of Vehicle	Specification	Fuel Consumption	No of vehicles Required	Duty Hours
1)	TATA SUMO, MARSHALL TATA SAFARY, BOLERO or EQUIVALENT With permit for WB & Jharkhand	Engine capacity not less than 1800 cc	10 KM per liter of diesel	1 (one)	24 Hrs

- a) The estimated amount of tender is Rs 5,65,750.00 approximate.
- b) The cost of tender document is Rs 250.00 (Rupees Two hundred fifty)only.(Non refundable)
- c) The requisite amount of Earnest Money is Rs 5,660.00(Rupees Five thousand six hundred sixty)only

d) **Period of Contract:**

Period of Contract will be for 2 (two) years.

e) **Eligibility Criteria:**

i) Vehicle permitted to be deployed on Hire basis as per Motor Vehicle Act only be offered for this purpose ,i.e vehicle registered for commercial use However In case of successful bidders, whose vehicle is not registered as commercial vehicle as per MV Act, will be issued" Letter of acceptance "initially with the condition that they must get their vehicle registered as commercial vehicle within a period of one month failing which their LOA will be cancelled. Final work order ,in such cases, will be issued on production of commercial papers of the vehicle. In case tenderer desires to deploy new vehicle he should submit bank/manufacture's finance agreement. Also an undertaking from the dealer of the motor vehicle be submitted that they will deliver the vehicle within one month from placement of order.

ii) Vehicle is required to be road worthy and in good running condition and should be not more than 2(two) years old on the date of submission of tender .Date of original registration will be deciding factor to determine the age of the vehicle, Copy of original Registration Certificate must be submitted along with the tender. Changed registration certificate will not be accepted. For new vehicle copy of original certificate must be submitted along with copy of Sale Letter after LOA is issued in favour of the tenderer.

iii) Vehicle is required to be covered under appropriate insurance policy as per MV Act and must have paid up-to date Road Tax/Permit fees etc, as per MV Act .The driver of the vehicle must possess valid Commercial Driving License.

iv) Vehicle(Diesel version) must have permit for states of Jharkhand & West –Bengal

f) Evaluation:

i) In event of L/1 tenderer is having capacity constraints the techno-commercially accepted L/1 rate will be counter offered to technically qualified L/2 and then L/3 and so on in the order of original ranking till the requirement put to tender is met.

ii) In case of valid offers received will be exceeding the requirement in either L/1 or L/2 or L/3.... And so on, order of preference will be as under:

- 1) Year of manufacturing..
- 2) Existing transport contractor in BCCL.

Tender documents can be obtained on request in writing from the office of the Dy.CE (E&M), Mines Rescue Services, Dhansar, Dhanbad on any working days except Sunday/holiday from 18/12/09 to 31/12/09 from 10.00 Hrs to 13.00 Hrs. Cost of tender documents(non-refundable) needs to be paid only in cash to Area Finance Manager, Mines Rescue Services, Dhansar, Dhanbad. The tender shall be received in two parts in the office of Mines Rescue Services, Dhansar, Dhanbad up-to 15 Hrs on 11/01/2010 and the part-1 of the tender will be opened on the same day, i.e, 11/01/2010 at 15.30 Hrs. Tender document is also available on official website of BCCL at <http://bccl.cmpdil.in>.

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

Special conditions for Tenderers ,Downloading the tender documents from BCCL website.

1) Tenderers are required to deposit along with their a Bank Draft of any Nationalized /Scheduled commercial Bank, drawn in favour of Bharat Coking Coal Limited, Payable at Dhanbad exclusively towards the cost of Tender documents for the amount indicated as above in a separate envelope super scribed as "Cover containing Demand Draft towards the cost of Tender document for the work vide NIT No: BCCL/Rescue/E&M/09/560 Dt:12/12/2009

Any Bank Draft prepared after the scheduled closure of the sale of tender documents, i.e 31/12/09 shall be liable to be rejected.

2) The contents of the tender documents available for sale in the offices, shall be deemed as authenticated and responsibility of errors and omissions in the downloaded documents will be with the tenderer.

No tender document will be issued or received by post/courier services. The company reserves the right to accept or reject any or all tenders to postpone the date of receipt and opening of tenders without assigning any reason what-so-ever.

Other details will be obtained from the "Detailed Tender Notice", which forms a part of the tender documents.

(A.R.Biswas)

Dy.CE(E&M) Mines Rescue Services
Dhansar, Dhanbad

Sr.PRO, BCCL-With a request to publish this NIT in news paper as well as in the Company's website as per norms of the company and also advise the publisher concerned to send the news paper cutting to the tendering authority.

c.c : D(P)/D(T)OP/D(T)P&P/D(F)/CVO.

c.c : CGM(WS)/GM(Finance)/CME(IE)

c.c : Sr.ES to GM(Admn)-To display this NIT in Koyla Bhawan Notice Board

C.C : Area CGMs/GMs-For wide circulation through display in Notice Board

BHARAT COKING COAL LIMITED
(A Subsidiary of Coal India Limited)
Office of the General Manager
MINES RESCUE SERVICES
DHANSAR:DHANBAD-828106
Phone: 0326-2291380
PART-1

Tender Notice No:BCCL/Rescue/E&M/09/ 560

Dated:12/12/09

Name of the Work:

“Engagement of vehicle on hire basis for the use of Superintendent office of the Mines Rescue Station, Dhansar, Dhanbad.

Date & time of submission of Tender: 11/1/2010 up-to 15 Hrs

Date & time of opening of tender (Part-1): 11/1/2010 at 15.30 Hrs

Name & Address of the tenderer to whom issued

Date of issue:

Cost of tender Paper:

Cash Receipt No & Date:

Signature of the officer issuing tender paper

Detail of EMD:

Total EMD for Rs.....is enclosed here-with by DD/BC
No.....

Drawn if favour of Bharat Coking Coal Limited from.....Bank

Signature of the tenderer with seal

BHARAT COKING COAL LIMITED
(A Subsidiary of Coal India Limited)
Office of the General Manager
MINES RESCUE SERVICES
DHANSAR:DHANBAD-828106
Phone: 0326-2291380

Ref No: BCCL/Rescue/E&M/09/560

Dated: 12/12/2009

**DETAILED TENDER NOTICE FOR ENGAGEMENT OF VEHICLE
ON HIRE BASIS**

Sealed tenders in two parts with the name of work super-scribed as "Engagement of vehicle on hire basis for the use of the office of Superintendent / Dy.CME's Dhansar, Dhanbad vide tender notice No: BCCL/Rescue/E&M/09/ 560 Dated:12/12/09 on each envelope are invited from bona-fide, reputed, competent and resourceful commercial vehicle operating firm/parties for engagement of following type of vehicle on hire basis(without POL) for official use in office of General Manager, Mines Rescue Services, Dhansar, Dhanbad. And will be received in the office of Dy.CE (E&M), Mines Rescue Services, Dhansar, Dhanbad upto 15.00 Hrs on 11/01/2010

All tenders will be opened at 15.30 Hrs on 11/01/2010 in presence of the attending tenderers or their duly authorized representative in writing. Only Part-1 will be opened on the above mentioned date & time.

The tentative requirement of vehicle and period of contract is given below:

SI No	Type of Vehicle	Specification	Fuel Consumption	No of vehicles	Duty
1)	TATA SUMO, MARSHALL TATA SAFARY, BOLERO or EQUIVALENT With permit for WB & Jharkhand	Engine capacity not less than 1800 cc	10 KM per liter of diesel	<u>Required</u> 1 (one)	Hours 24 Hrs

Earnest Money: The requisite amount of Earnest Money is Rs 5,660.00.(Rupees Two thousand seven hundred)only

Period of Contract:

Period of Contract will be for 2 (two) years.

2 .a) Tender documents can be obtained on request in writing from the office of the Dy.CE (E&M), Mines Rescue Services, Dhansar, Dhanbad on any working days except Sunday/holiday 18/12/09 to 31/12/09 from 10.00 Hrs to 13.00 Hrs. Cost of tender documents(non-refundable)needs to be paid only in cash to Area Finance Manager ,Mines Rescue Services, Dhansar, Dhanbad. The tender shall be received in two parts in the office of Mines Rescue Services, Dhansar Dhanbad up-to 15 Hrs on 11/1/2010 and the part-1 of the tender will be opened on the same day, i.e, 11/1/10 at 15.30 Hrs. Tender document is also available on official website of BCCL at <http://bccl.cmpdil.in>.

Special conditions for Tenderers ,Downloading the tender documents from BCCL website.

Tenderers are required to deposit along with their a Bank Draft of any Nationalised/Scheduled commercial Bank, drawn in favour of Bharat Coking Coal Limited, Payable at Dhanbad exclusively towards the cost of Tender documents for the amount indicated as above in a separate envelope super scribed as "Cover containing Demand Draft towards the cost of Tender document for the work vide NIT No: BCCL/Rescue/E&M/09/560 Dated: 12/12/2009

- a) Any Bank Draft prepared after the scheduled closure of the sale of tender documents, i.e 31/12/09 shall be liable to be rejected.
- b) The contents of the tender documents available for sale in the offices, shall be deemed as authenticated and responsibility of errors and omissions in the downloaded documents will be with the tenderer.
- c) The tender shall be submitted in two parts as indicated in the notice inviting tender. Part-1 shall comprise of two envelopes, one containing the Earnest Money draft only and the other containing the tender paper of Techno-Commercial conditions. Both the envelope shall be properly sealed and superscribed on the outside of their contents. These two envelopes shall be placed inside a bigger envelope, sealed and properly super-scribed "Part-1". Part-1 bid shall also contain all supporting documents regarding eligibility as specified in the tender documents. Part-II of the offer will contain only price bid (rate offered by the tender as per formal as described in the tender document). Part-II should be submitted in a separate sealed envelope superscribed as such.

The date of opening Part-II of the tender shall be communicated in due course to the eligible bidders after consideration of Part-I

- d) Any correction, over writing, erasing, cancellation or any other modification in the form in the tender must be initiated and stamped by signatory of the bid.
 - e) Tender must be deposited in the tender box placed in the office of the Dy.CE (E&M), Mines Rescue Services, Dhansar, Dhanbad. Tender will not be accepted after schedule date & time.
- 3) Earnest money amounting to Rs 5,660.00 (Rupees five thousand six hundred sixty) only should be submitted in the form of Demand Draft of a schedule Bank in favour of Bharat Coking Coal Limited, Payable at Dhanbad, payable at Dhanbad shall be submitted in a separate envelope of Part-I bid. Earnest money will not be accepted in cash.
 - 4) The Earnest money will be retained in the case of successful tenderer and refunded to the unsuccessful tenderers in due course and will not carry any interest.
 - 5) Tender will be outright rejected 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 as per prescribed form (Annexure-A)
 - iii) If the tender documents are not duly signed and stamped by the bidder
 - iv) If there is any corrections, over writing, erasing, modifications which is not initialed and stamped by the signatory of the bid.

6) Security Deposit:

The total; deposit including earnest money already deposited shall be 5% (Five percent) of the contract value or the revised contract value, if any. The security deposit including earnest money shall deposit within 30 days after receipt of the letter of acceptance of tender, the balance of 1% of the awarded value after adjustment of the earnest money already paid as initial security deposit. Failure to do so shall entail cancellation of letter of acceptance of tender/award of work and forfeiture of earnest money deposit.

The balance amount of security deposit be recovered from 1st four or less running on account bills of successful tenders in equal installment and shall remain at the disposal of Mines Rescue Services ,Dhansar, Dhanbad as security for providing satisfactory hiring services in accordance with the provision of contract/Work Order. The security deposit amount shall not carry any interest.

In case of extension of contract ,the security deposit @ 5% of value of extended period shall be recovered in equal installment from 1st four or less running accounts bill.

The security deposit will be refunded on successful completion of contract and shall be subject to MRS, management 's right to deduct/appropriate its dues against the hiring agency under the contract or under any other contract.

7) **Eligibility Criteria:**

The tenderer must fulfill the following criteria failing which their offer will be liable to be summarily rejected:

i) Vehicle permitted to be deployed on Hire basis as per Motor Vehicle Act only be offered for this purpose ,i.e vehicle registered for commercial use However In case of successful bidders, whose vehicle is not registered as commercial vehicle as per MV Act, will be issued" Letter of acceptance "initially with the condition that they must get their vehicle registered as commercial vehicle within a period of one month failing which their LOA will be cancelled. Final work order ,in such cases, will be issued on production of commercial papers of the vehicle. In case tenderer desires to deploy new vehicle he should submit bank/manufacture's finance agreement. Also an undertaking from the dealer of the motor vehicle be submitted that they will deliver the vehicle within one month from placement of order.

ii) Vehicle is required to be road worthy and in good running condition and should be not more than 2(two) years old on the date of submission of tender .Date of original registration will be deciding factor to determine the age of the vehicle, Copy of original Registration Certificate must be submitted along with the tender. Changed registration certificate will not be accepted. For new vehicle copy of original certificate must be submitted along with copy of Sale Letter after LOA is issued in favour of the tenderer.

iii) Vehicle is required to be covered under appropriate insurance policy as per MV Act and must have paid up-to date Road Tax/Permit fees etc, as per MV Act. The driver of the vehicle must possess valid Commercial Driving License.

iv) Vehicle (Diesel version) must have permit for states of Jharkhand & West –Bengal.

v) The vehicle must give minimum average of KM run per liter of fuel (Diesel) as the case may be as indicated below:

Sl No	Type of Vehicle	Specification	Fuel Consumption
1)	TATA SUMO, MARSHALL TATA SAFARY, BOLERO or EQUIVALENT With permit for WB & Jharkhand	Engine capacity not less than 1800 cc	10 KM per liter of diesel

vi) The tenderer should either be the owner of the vehicle or the competent authorized person/agency for offering the vehicle on hired.

8) Evaluation:

i) In event of L/1 tenderer is having capacity constraints the techno-commercially accepted L/1 rate will be counter offered to technically qualified L/2 and then L/3 and so on in the order of original ranking till the requirement put to tender tois met.

ii) In case of valid offers received will be exceeding the requirement in either L/1 or L/2 or L/3.... And so on, order of preference will be as under:

1. Year of manufacturing..
- 2) Existing transport contractor in BCCL.

9) Rates:

The rate must be quoted as per format vide Annexure "C" and submitted in Part-II for the Price Bid. The Price Bid(Part-II) shall be inserted in a separate sealed envelope.

10) Documents comprising of Bid and sealing of envelope.

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

a) Part-1 of the bid to be submitted in first inner sealed envelope will comprise of:

- i) Earnest Money deposit
- ii) Qualification information and documents as required and any other materials required to be submitted by the tenderer.

b) Part-II of the bid in Annexure "C" will be put in the 2nd inner sealed envelope.

c) The envelope containing Part-1 will be superscribed"Part-1" and envelope containing "Part-II" will be super-scribed "Part-II"

d) Both Part-I & Part-II sealed envelopes will then be placed in an outer envelope and sealed and marked properly.

11) Bid per Bidder

Each bidder shall submit only one bid ,either individually or as a partner in a partnership firm or as a partner in a joint venture firm or public limited firm. A bidder who submits or participates in more than one bid(other than an alternatives that have been permitted) will cause all the proposals in which he has participated to be disqualified.

12) Bid Validity:

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

AFFIDAVIT ON STAMP PAPER OF Rs 10(TEN)

I/We

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

I/We further swear to the effect that, all the relevant documents enclosed with this tender and all the 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 if awarded to me/us will be liable to be terminated at any time subsequently and I/We shall be liable to compensate MRS, Dhansar management for any loss/damage suffered MRS ,Dhansar there for.

Deponent

Identified by

Advocate

Notary Public/Executive Magistrate

TERMS & CONDITIONS

- a) The tenderer shall furnish details of vehicles (To be deployed by for contract job) with their Registration No, Name & Address of their owners
- b) In case vehicle is not owned by the owner, the detail with Registration, 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) The vehicle deployed shall be inspected/ approved by an authorized person as decided by the management.
- d) The driver deployed on the vehicle will be in proper outfit and in uniform while on duty as prescribed by the management.
- e) The uniform & accessories are to be provided by the agency at their own cost.
- f) The driver should possess valid Commercial driving license in his name and should be able to drive vehicle efficiently and conversant with the traffic rules.
- g) The agency will have to abide by the provisions of all statutes including labour, taxation, and other law applicable to its establishments during the period of its engagement and shall be responsible and accountable for breach or violation of any of the provisions, act, rules, regulation, notification, circulars issued from time to time by Govt of India or State Govt. The agency shall provide an undertaking to this effect prior to commencement of the job indemnify BCCL, Dhanbad against any breach if statutes/Law etc.
- h) Details of office establishment of the agency/ owner for emergency contact such as mailing address and telephone/mobile numbers should be submitted along with tender paper.
- i) The agency/owner will not be provided any garage or accommodation for the staff deployed on the vehicle by them.
- j) The agency/owner will ensure that its staff will not at any time divulge/make known trust information or other matter relating to affairs of MRS.
- k) The agency/owner will ensure that its staff are properly trained to carry out their duties in time. the driver will be the employee of the agency and in no case he could claim whatsoever with MRS.
- l) Any dispute arising out of this contract will be subject to jurisdiction of Dhanbad court only.
- m) The agency/owner should ensure for replacement of the vehicle in case of B/D of the existing vehicle or for its maintenance.

n) Discipline:

- i) The driver deployed must be non-alcoholic, medically fit and their antecedents must have been 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, the agency will take back the driver concerned immediately and will send the replacement within 24 Hrs.
- iii) MRS, Dhansar reserves the right to accept any or all tenders without assigning any reason whatsoever and decision of MRS, Dhansar in awarding the work shall be final and cannot be subject to arbitration/dispute.
- iv) In case of emergency like break down & order or natural calamity/mine accident etc the agency will deploy on a short notice, reasonable number of additional vehicle as per instruction of MRS Dhansar

Page-2 of Annexure-B

o) Payment Terms

- i) The rate quoted must be firm
- ii) The vehicle shall be at the disposal of authority and the movement of the driver will be governed by the competent authority. The transporter/agency shall be allowed one day in a month for routine maintenance and he shall also arrange one suitable substitute vehicle on that day of maintenance.
- ii) In case of B/D the transporter/agency shall arrange for a suitable substitute vehicle
- iii) In case of failure for providing substitute vehicle, the management will engage vehicle and payment of such vehicle shall be recovered from the transporter/agency.
- iv) The payment shall be paid on monthly basis on actual days the vehicle remains with MRS and any penalty as per clause (ii) &(iii) will be adjusted against payment.
- v) Income Tax as per prevailing shall be recovered at source.
- vi) The management will be liable for hire charge only. The wages of the driver, repair & maintenance cost, Tax, comprehensive premium, permit etc and other legal liabilities as per MV Act and other statutes applicable will be solely contractor's liability.

p) Paying Authority:

- i) The agency shall submit monthly bill in triplicate to the Area Manager(E&M),MRS, Dhansar,Dhanbad authorized to process the bill.
- ii) The paying authority will be Area Finance Manager, MRS, Dhansar, Dhanbad

p) Enforcement of labour Laws/Statutory laws

The transporter/ agency shall have direct dialogue with their worker/union for expeditious settlement of any demand/dispute concerning wages, benefit, liability to be provided to the employees any or all benefits ,liabilities (Financial or otherwise) arising out of bipartite or tripartite settlement among union/employees, between department or any other authority and any liabilities arising out such settlement shall have by transporter/agency. MRS Management shall be kept completely indemnified against any responsibility/liability arising out of the above settlement.

. The owner/agency will make expeditious settlement for any dispute that may arise at site in respect of wages to the employees or benefit etc.

The owner/agency shall pay wages and provide benefits/facilities to its employees at least at par with minimum wages provided in minimum wages act applicable to the locality or as per the agreement amongst labour commission and labour union and the same should be not less than the prevalent in Jharkhand.

MRS management shall be kept completely indemnified against any liability and consequences there of.

q) Termination, suspension, cancellation and fame closure of contact

MRS shall in addition to the other remedial steps to be taken as per the provision of the contract, be entitled to cancel in full or part if the transporter/agency.

Page-3 of Annexure B

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 MRS management, then on expiry of the period as may be specialized in the notice in writing.

OR

ii) Offer or gives or agrees to give any to give any person in the service of BCCL or any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/acts of favour in violation to the obtaining or execution of this or any other contract of the company.

OR

iii) Transfer, sublets, assign the entire work or any portion thereof without the prior approval in writing from MRS. MRS may be giving a written notice, cancel the whole contract or portion of it in default.

OR

iv) Fails to maintain the satisfaction of MRS, cleanliness and good running condition of the vehicle.

Table-1

Please refer Clause a) of Annexure "B" Terms & Conditions

Type of Vehicle	Model & Year of Manufacturing	Reg No Of Vehicle	Name & Address of the owner

BHARAT COKING COAL LIMITED
(A Subsidiary of Coal India Limited)
Office of the General Manager
MINES RESCUE SERVICES
DHANSAR:DHANBAD-828106
Phone: 0326-2291380

PART-II

Tender Notice No:BCCL/Rescue/E&M/09/ 560

Dated:12/12/09

Name of the Work:

“Engagement of vehicle on hire basis for the use of Dy CME/Superintendent office of Mines Rescue Station, Dhansar, Dhanbad.

Date & time of submission of Tender:11/01/2010 up-to 15 Hrs

Date & time of opening of tender (Part-1I): will be intimated later

Name & Address of the tenderer to whom issued

Date of issue:

Cost of tender Paper:

Cash Receipt No & Date:

Detail of EMD:

Total EMD for Rs.....is enclosed here-with by DD/BC
No.....

Drawn if favour of Bharat Coking Coal Limited from.....Bank

Signature of the tenderer with seal

ANNEXURE-“C”

PRICE BID

Tender Notice No:BCCL/Rescue/E&M/09/ 560

Dated:12/12/09

Name of the Work:

“Engagement of vehicle on hire basis for the use of GM office of the General Manager Mines Rescue Services, Dhansar, Dhanbad

SI No	Type of Vehicle	Minimum average KM/Ltr	Rate per day 24 hrs Engagement
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1)	TATA SUMO, MARSHALL TATA SAFARY, BOLERO or EQUIVALENT With permit for WB & Jharkhand	10 KM per ltr of Diesel	

Signature of the tenderer with seal

Name of the tenderer

Seal