



BHARAT COKING COAL LIMITED
(A Subsidiary of Coal India Ltd.)
Office of the Chief General Manager
Kusunda Area, P.O. Kusunda (Dhanbad)

Ref.: BCCL/KA/ADMN/Tender/TATA-407/2010/573

Dated: 09-02-2010

TENDER NOTICE

Sealed Tenders in 2 (Two) bid systems (commercial & price bid) are invited from bonafide, reputed, competent and resourceful commercial vehicle operating agencies/parties for hiring & deployment as per following details:

Sl No	Type of Vehicle	Nos. of vehicle(s) required for 24 hrs. X 730 days	Estimated Cost/Vehicle (inclusive POL)	Ernest Money	Cost of Tender Paper	Last date of receipt of Tender	Date & time of Opening of Tender
1	TATA-407 (inclusive of cost of fuel)	2 no.	Rs.8,27,820.00 <i>For 2 vehicles: Rs.16,55,640/-</i>	1% of estimate- ed cost	Rs. 250/-	09-03-10 upto 3:00 PM	09-03-10 at 4:00 PM

1. a) Issue of Tender documents begins from 20-02-2010 to 08-03-2010 from the Office of the P.M. (Admn.), Kusunda Area on all workings days during working hours (except on Sunday/Holiday).
b) Bidder must indicate the number of vehicle(s) he/she is offering for hiring in Part-I (Techno Commercial Bid).
c) The complete Bid documents will also be available on the website for the purpose of downloading and tender submitted on such downloaded bid documents shall be considered valid for participating in the tender process.
d) The company shall not be responsible for any delay/difficulties/inaccessibility of the downloading facility for any reasons whatsoever. The downloading facility shall be available during the period of sale of tender paper.
e) The bidders, who will download the tender documents from the website of the company, will be required to pay the cost of tender paper (Application fee) by Bank Draft as per NIT at the time of submission of tenders.
f) 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 documents is found to be done at the time of opening of tender.

g) The Bank Draft towards the cost of tender documents (Application fee) and the undertaking of the tenderer as Sl. No. 1 (f) shall be submitted in a separate envelop marked "Cost of Tender Documents" and not with Part-I/EMD.

h) In case of any discrepancies between the tender documents downloaded from the website and the master copy available in the office, the later shall prevail and will be binding on the tenderers. No claim on this account will be entertained.

2. Eligibility Qualification of Tenderer:

- i) Only vehicle permitted (not older than 10 years on the date of opening of tender) to be deployed on hire as per Motor Vehicles Act be offered for this purpose i.e. the vehicles which are registered for commercial use. In case tender desires to deploy new vehicle he should submit bank/manufacturer's finance arrangement. Also an undertaking from the dealer of motor vehicle that they will deliver the vehicle within one month from placement of order.
 - ii) Vehicle is required to be roadworthy and in good running condition.
 - iii) Vehicle is required to be covered under appropriate Insurance as per MV Act and should have been paid up to date Road Tax/permit fees etc. as per MV Act, as the case may be along with valid Registration.
 - iv) The intending tenderer must have in its name as a prime contractor experience of having successfully completed similar works during last 7 (Seven) years ending 31st March'09 should be either of the following.
 - a) Three similar completed works each costing not less than amount equal to 40% of the estimated cost of vehicle.
 - Or
 - b) Two similar completed works each costing not less than the amount equal to 50% of the estimated cost of vehicle.
 - Or
 - c) One similar completed works each costing not less than the amount equal to 80% of the estimated cost of vehicle.
 - v) Evidence of possessing adequate working capital at least 20% of the value of this work during last three years ending 31st March'09.
- 3.** The Tender documents can be had from the Office of the P.M. (Admn.), Kusunda Area from 20-02-2010 to 08-03-2010 on deposition of requisite cost of Tender paper in form of Cash receipt. The cost of Tender paper is to be deposited with the A.F.M., Kusunda Area.
- 4.** Completed sealed tender documents (Part-I & Part-II i.e. Technical Commercial bid (Part-I) & Price bid (Part-II) should be sealed separately super scribing NIT reference along with name of the work shall be super scribed on the left hand side of the paper. All the inner sealed envelop will then be placed in one outer envelop sealed and marked properly and to be submitted in the tender box which will be available in the Office of the A.G.M., Kusunda Area. The tender will be received on 09-03-2010 upto 3:00 (Three) PM. Only Part-I will be opened on 09-03-2010. The Part-II will be opened only after department is satisfied that the criteria fixed are fulfilled and also the Earnest money is deposited i.e. on acceptance of Part-I.
- 5.** The validity of the tender will be 120 days from the date of opening price bid or revised price bid, if any.
- 6.** The Earnest money is to be deposited in terms of demand draft or cheque payable at Dhanbad with validity of 28 days beyond the validity of the bid documents.
The Earnest money/bid security drawn in favour of Bharat Coking Coal Ltd. on any scheduled bank payable at its branch at Dhanbad, The Earnest money/bid security of the unsuccessful bidder shall be refundable as promptly as per opening of price bid and finalizing the tender and shall bear no interest.
- 7.** Tenderers must sign with seal in all pages of their Tenders including all enclosures.
- 8.** The Bidders must give a declaration they have not been Banned or de-listed by any Govt. or quasi-Govt. agencies or PSU.
- 9.** 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.

Area Manager (E&M)

- c.c.: D(P)/D(T)OP/D(T)P&P/D(F)/CVO, BCCL.
- c.c.: CGM(WS)/GM(Finance)/GM(IE), BCCL.
- c.c.: Sr. ES to GM(Admn.), BCCL–To display this NIT in Koyla Bhawan Notice Board.
- c.c.: Area CGMs/GMs, BCCL – For wide circulation through display in Notice Board.
_____Area.
- c.c.: Inspector, CISF, Koyla Bhawan – In-charge vehicle.
- c.c.: Sr. PRO, BCCL – With a request to publish this NIT in News papers as well as in Company's Website as norms of the Company and also advise the publisher concerned to send paper cutting to the tendering authority.
- c.c.: Addl. G.M./A.F.M./P.M. (A), Kusunda Area.
- c.c.: Concerned file.

PART - I

SECTION- 1

INSTRUCTIONS TO BIDDERS

1. SCOPE OF TENDERER:

- 1.1 The BHARAT COKING COAL Limited (referred to as Employer in these documents) invites bids for Hiring of TATA-407 or equivalent type of vehicle provided with soft top for carrying CISF personnel (as defined in these documents and referred to as “the works”) detailed given in the Notice Inviting Tenders (NIT) .

2. ELIGIBILITY QUALIFICATION OF TENDERER :

- i) Only vehicles permitted (not older than 10 years on the date of opening of tender) to be deployed on hire as per Motor Vehicles Act be offered for this purpose i.e. the vehicles which are registered for commercial use. The vehicles which are not registered for commercial use as per Motor Vehicles Act must be got registered for commercial use within one month form the date of issue of Letter of intent and then only then the work order will be issued failing which Letter of intent shall stand withdrawn.
- ii) Vehicles are required to be roadworthy and in good running condition and should be not more than 10 (Ten) years old on the date of opening of the tender. The vehicles to be provided with :
 - Fog light during winter
 - Tool kit
 - First-aid box

- iii) Vehicles are required to be covered under appropriate Insurance as per MV Act and should have been paid up to date Road Tax/Permit fees etc. as per MV Act, as the case may be along with valid Registration.
- iv) The intending tenderer must have in its name as a prime contractor experience of having successfully completed similar works during last 7(Seven) years ending 31-03-2009 should be either of the following.
 - a) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost.

Or
 - b) Two similar completed works each costing not less than the amount equal to 50% of the estimated cost.

Or

- c) One similar completed works each costing not less than the amount equal to 80% of the estimated cost.
- v) Evidence of possessing adequate working capital (at lest 20% of the value of this work) inclusive of access to lines of credit and availability of other financial resources to meet the requirement during last 3 (three) years ending 31-03-2009.
- vi) Sub contractor's experience and resources will not be taken into account in determining the bidder's compliance with qualifying criteria.
- vii) Bidder must indicate the number of vehicles he is offering for hiring while submitting Part-I of techno-commercial bid.
- viii) Normally the vehicles should be owned by tenderer. In case vehicle is not Owned by the tenderer, the details with Reg. No./Description and legal documents like Power of Attorney / lease document from the Owner authorizing the tenderer to ply the vehicle under contract is to be submitted.

2.1 **OTHER DOCUMENTS TO BE SUBMITTED:**

- i) The tenderer shall furnish details of vehicles (to be deployed by him for the contract job) with their Reg. No. and Name & Address of their Owners (Format enclosed).
- ii) Details of office establishment of the agency/owner for emergency contact such as mailing address and Telephone/Mobile numbers should be submitted alongwith the tender paper (Format enclosed)..
- iii) Copies of original documents defining constitution or legal status, place of registration and principal place of business, written power of attorney of signatory of the bid to commit the bidder;
- iv) Reports on financial standing of Bidder, such as profit and loss statement and auditor's reports for the past five years (Format enclosed);
- v) Permanent Income Tax A/c. No. (PAN).
- vi) Bank Account details to be submitted.

Note : The intending tenderer will have to submit a declaration in support of the authenticity of the credential submitted by them along with the tender in the form of an affidavit as per the format provided in the bid document (Annexure – A)

- 2.2 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.

3. **ONE BID PER BIDDER:**

- 3.1 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.

4. **COST OF BIDDING:**

- 4.1 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.

5. **CLARIFICATION OF BIDDING DOCUMENTS:**

- 5.1 A prospective Bidders requiring any clarification of the bidding documents may notify the Employer in writing at the Employer's address indicated in the Notice Inviting Tender. The Employer will respond to any request for clarification received earlier than 15(fifteen) days prior to the deadline for the submission of Bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry but without identifying its source. Such response will also be displayed in company's website.

6. **AMENDMENT OF BIDDING DOCUMENTS:**

- 6.1 Before the deadline for submission of Bids, the employer may modify the bidding documents by issuing addenda.
- 6.2 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:**

- 7.1 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. **DOCUMENTS COMPRISING THE BID:**

8.1 The Bid, comprising of two parts, will be submitted by the Bidders as follows:

- a) Part- I of the bid to be submitted in first inner sealed envelope comprising of
 - i) Bid security/ Earnest Money Deposit,
 - ii) Letter of the Bidder submitting the bid in the form as stipulated in contractor's bid of section -2,
 - iii) Qualification information as indicated in section-2 and documents as required in accordance with stipulations of section-2 and any other materials required be completing and submitting by bidder in accordance with these instructions.
- b) Part-II of the Bid to be submitted in 2nd inner sealed envelop comprising of priced bill of quantities with the original bid document issued to the bidder duly signed by authorised signatory of the bidder on all pages as proof of accepting the conditions of the contract.
- c) In case of such bidders as have downloaded the tender document from website are required to submit the cost of tender document in the form of Bank draft as mentioned in NIT in a separate sealed envelop super scribing cost of tender document.
- d) All the inner sealed envelopes will then be placed in one outer envelope, sealed and marked properly as per clause 14 and submitted to the employer at its address before the deadline for submission of the bid as described in clause 15.

9. **BID PRICES:**

- i) The bidder shall offer for the whole or part works as described in sub clause 1.1, based on the priced bill of quantities submitted by the Bidder. However, the Employer reserves the right to allot part of the work at their discretion and no claims, whatsoever, shall be entertained in this regard.
- ii) The Bidder shall fill – in rates and prices for all items of the works described in the bill of quantities. Corrections, if any, shall be made by crossing out, initialing, dating and re-writing.
- iii) 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.

- iv) 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.

9.1

A PAYMENT:

- i) The hire charges quoted per day shall be inclusive of daily consumption of diesel. Payment of hire charges shall be paid to the bidder for all days of engagement of the vehicles irrespective of the fact whether the vehicle is used by management or remains idle unless instructed specifically otherwise. The hire charges should be including cost of diesel, maintenance & spares, lubricant, driver etc. all complete.
- ii) The payment on running of vehicle shall be based on actual kilometers run as per log book maintained for this purpose and accepted by the controlling officer.

B. RATES:

The rates must be quoted in the format given in the part-II for Price Bid as under:

- a) Daily charges for hiring TATA-407 or equivalent type of vehicle including cost of diesel, maintenance & spares, lubricant, driver etc. all complete.
- b) Km charges in Rs. /KM run for running of TATA-407 or equivalent type of vehicle on all routes / locations in/outside Dhanbad municipal limits as directed by Controlling Officer.

No POL will be issued for the vehicle by BCCL. The quoted rate should include the cost of POL and the average consumption diesel in terms of KM/litre taken for calculation of diesel consumption is to be spelt out. The Base price of H.S. Diesel on which the rate is to be quoted, will be taken as the retail sale price prevailing at IOC, Dhanbad on the date of submission of tender.

The Price Bid (Part-II) shall be submitted in a separate sealed envelope marked as Part II(Price Bid).

C. PRICE VARIATION:

However, price variation on account of increase / decrease in price of H. S. diesel will be applicable, if the price increase or decrease of H. S. diesel is beyond $\pm 5\%$ from the base price of diesel.

In the event of any increase/decrease in the price of H. S. diesel is beyond $\pm 5\%$ the same will be payable /recoverable as the case may be, will be made as per the following formula :

$$I = (P1 - P0) / 6$$

- Where I = Increase or decrease in rate (Rs. / Km)
P0 = Base price of H.S. Diesel (Rs./Litre) on tender submission date or subsequent revision
P1 = Changed (Current) price of H.S. diesel (Rs./Litre)

However, the base price of H.S. diesel will change to the new price of H.S. diesel prevailing (retail sale price of diesel of I.O.C., Dhanbad) on the date considered after escalation / de-escalation for subsequent period

D. 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.

E PENALTY:

A recovery at the rate of double the awarded rate per day shall be done in case the bidder fails to provide the vehicle on a particular day or fails to provide replacement of breakdown vehicle.

10. CURRENCIES OF BID AND PAYMENT:

10.1 The unit rates and prices shall be quoted by the Bidder entirely in Indian Rupees.

11. BID VALIDITY :

11.1. The rates offered in Part-II should be valid for 120 (one hundred and twenty) days from the date of opening of Part-I of the tender. A bid valid for a shorter period shall be rejected by the Employer.

11.2. 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, and in compliance with Clause 17 in all respects.

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:
 - i) Sign the agreement;
OR
 - ii) Furnish the required Performance Security/ Security Deposit.
OR
 - c) If the Bidder does not accept the correction of the Bid Price pursuant to clause 22 & 23 of Section (Part-I).
- C. The Bid Security/ EMD deposited with the Employer will not carry any interest.

13. FORMAT AND SIGNING OF BID:

- 13.1. The Bidder shall prepare the bidding documents comprising the Bid as described in Clause –8 of these instructions to Bidders.
- 13.2. All documents of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorised to sign on behalf of the Bidder. All pages of the Bid documents shall be initialed by the person or persons signing the Bid.
- 13.3. 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. SEALING AND MARKING OF BIDS:

- 14.1 The Bidder shall seal the Bid in two or three inner envelopes (as the case may be) and one outer envelope, duly marking the inner envelopes in the following manner :
- 1st inner sealed envelope will be marked “Part –I bid for..... Comprising Bid Security/ EMD, with qualification information.
 - 2nd inner sealed envelope will be marked as “Part –II (Price Bid) for.....

- 14.2 The inner envelopes placed in outer envelopes shall :
be addressed to the Employer at the following address:

General Manager

Kusunda Area / HQRs BCCL .

inner and outer envelopes will bear the following additional identification :

- Bid for
- Bid Reference No.....

DO NOT OPEN BEFORE **3:30** Hrs. ON **28-07-2008**.

- 14.3 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

15 DEADLINE FOR SUBMISSION OF BIDS :

- 15.1 Bids shall be delivered to the Employer at the address specified above no later than **3:00** Hrs. on **28-07-2008** 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.

- 15.2 The Employer may extend the deadline for submission of Bids by issuing an amendment in accordance with Clause-6, 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.

16 LATE BIDS :

- 16.1 Any Bid received by the Employer after the deadline prescribed in Clause 15 due to any reason whatsoever will not be accepted.

17. MODIFICATION AND WITHDRAWAL OF BIDS:

- 17.1 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 8, 13, 14 and 15, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL", as appropriate.

- 17.2 No Bid may be modified after the deadline for submission of Bids.

17.3 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 or as extended pursuant to Sub-Clause 11.2 may result in the forfeiture of the Bid Security pursuant to Clause-12.

18. BID OPENING:

18.1 The Part-II of the Bids of the bidders, which are substantially responsive and conforms to the terms and conditions, will be opened after evaluation of Part-I offer and notified to the bidders who fulfill the requisite qualification criteria laid down in the bidding document. In the event of the specified date of bid opening being declared a holiday for the employer, the bids will be opened at the appointed time and location on the next working day.

18.2 Envelopes marked “WITHDRAWAL” shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause–17 shall not be opened.

18.3 The Bidders’ names, the Bid prices, the total amount of each Bid and any discounts, bid modifications and withdrawals, the presence or absence of bid security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.

19. PROCESS TO BE CONFIDENTIAL:

19.1 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.

20. CLARIFICATION OF BIDS:

20.1 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.

21. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:

21.1 Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:

- a) Meets the eligibility criteria defined in Clause 2;
- b) Has been properly signed;

- c) Is accompanied by the required securities; and
- d) is substantially responsive to the requirements of the Bidding documents.

21.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents without material deviation or reservation. A material deviation or reservation is one

- a) which affects in any substantial way the scope, quality, or performance of the works.
- b) which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract, or
- c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

21.3 If a Bid is not substantially responsive, it may be rejected by the Employer at its sole discretion.

22. CORRECTION OF ERRORS:

22.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetical errors. Errors will be corrected by the Employer as follows:

- a) Where there is a discrepancy between the amounts in figures and in words, the amounts in words will govern, and
- 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.

22.2 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.

23. EVALUATION AND COMPARISON OF BIDS:

- 23.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with clause –21.
- 23.2 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 other wise result in unsolicited benefit for the bidder shall not be taken into account in bid evaluation.
- 23.3 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.
- 23.4 The composite amount will be derived after multiplying the rate per day for hire charges [as per clause 4.(i)] with nos. 365 days and rate per Km [as per clause 4.(ii)] for running multiplied by Y Km shall determine the lowest bidder.
[Y = Average run of CISF vehicle (TATA – 407 or equivalent) per year]

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

- 24.1. 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.

25. PERFORMANCE SECURITY / SECURITY DEPOSIT:

- A. Security deposit shall consist of two parts:
- a) Performance security to be submitted at award of work and
 - b) Retention money to be recovered from running bills.
- The Security Deposit shall bear no interest.
- B. Performance security should be 5% of contract amount and should be submitted within 28(twenty-eight) days of receipt of Letter of Acceptance (LOA) by the successful Bidder in any of the form given below.
- * A Bank Guarantee in the form given in the Bid Document.
 - * Govt. Securities, FDR or any other form of deposit stipulated by the owner.

- * Demand Draft drawn in favour of Bharat Coking Coal Limited on any Scheduled Bank payable at its Branch at Dhanbad.

The bid security deposited in the form of Bank Guarantee shall be duly discharged and returned to the contractor. The Bid Security deposited in the form of Demand Draft shall be adjusted against the security deposit.

If performance security is provided by the successful bidder in the form of Bank Guarantee it shall be issued either:-

- (a) At bidders option by a Nationalised/ Scheduled Indian Bank or
- (b) By a foreign Bank located in India and acceptable to the employer.
- (c) The Validity of the Bank Guarantee shall be for a period of one year or ninety days beyond the period of contract whichever is more.

Failure of the successful bidder to comply with the requirement as above shall constitute sufficient ground for cancellation of the award of work and forfeiture of bid security.

- C. Retention money should be deducted at 5% from running bills. Total of performance security and retention money should not exceed 10% of contract amount or lesser sum indicated in the bid document.
- D. 5% Performance Security should be refunded within 14 days of the issue of defect liability certificate (taking over certificate with a list of defects). Retention money should be refunded after issue of no defect certificate.

26. EMPLOYMENT OF LOCAL LABOUR:

- 26.1 “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”.

27. LEGAL JURISDICTION:

- 27.1 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.**

28. 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, CISF 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 / CISF, 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 / CISF, in a notice in writing.

OR

- d) Shall offer or give or agree to give any person in the service of the company / CISF, 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.

28.1 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.

28.2 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 as stated in clause 28.1(d).

28.3 **SUSPENSION OF WORK :**

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 shall be allowed by the company equal to the period of such suspension.

28.4 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.

29. **SPECIAL TERMS AND CONDITIONS FOR THE CONTRACT:**

- 29.1 The tenderer shall furnish details of vehicles (to be deployed by him for the contract job) with their Reg. No. and Name & Address of their Owners.
- 29.2 In case 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.
- 29.3 Every vehicle deployed shall be inspected for approval by in-charge of vehicle, CISF, or other authorized person as authorised by the management.
- 29.4 The driver deployed on vehicle hired will be in proper outfit and in uniform as prescribed by the management while on duty.
- 29.5 The uniform and accessories is to be provided by the Agency at their own cost.
- 29.6 The drivers should possess valid Commercial Driving Licence in his name and should be able to drive the vehicle efficiently and conversant with the driving rules.
- 29.7 Details of office establishment of the agency/owner for emergency contact such as mailing address and Telephone/Mobile numbers should be submitted along with the tender paper.
- 29.8 The agency owners will not be provided any garage or accommodation for the staff deployed on vehicle by them.
- 29.9 The agency/owner will ensure that its staff will not at any time divulge/make known any trust information or other matter relating to the affairs of BCCL/ CISF.
- 29.10 The agency will ensure that all its staff are properly trained to carry out their duties in time. All the drivers will be employees of the agency and in no case these employees of agency can have any claim whatsoever with BCCL.
- 29.11 The vehicle is to be deployed for 24 hours, along with driver. The salary/wages of driver is to be paid by the vehicle owner.
- 29.12 The vehicle may be engaged on all Sundays and other holidays during the period of contract as required.
- 29.13 The log book of the vehicle will be maintained on daily basis & to be signed by competent personnel as decided by CISF.

- 29.14 In case the vehicle gets off-road due to any reason, its replacement has to be provided by the owner immediately else penalty will be charged [(as per Clause 9.1(E)] for the period the vehicle off-road.
- 29.15 The vehicle will be released for 04 hrs for its maintenance once in a week.
- 29.16 The driver of the vehicle will not consume any alcoholic drinks, chew tobacco / pan or any other intoxicating materials while on duty.
- 29.17 The owner of the vehicle will submit all required bills and other documents as required by BCCL management from time to time.
- 29.18 Only vehicles permitted to be deployed on hire as per Motor Vehicles Act be offered for this purpose i.e. the vehicles which are registered for commercial use. The vehicles which are not already registered for commercial use as per Motor Vehicles Act must be got registered for commercial use within one month from the date of letter of intent and then only the work order will be issued. In the event of failure to register the vehicles for commercial use within stipulated period, the letter of intent shall stand withdrawn.
- 29.19 Vehicles required to be road-worthy and in good running condition and should not be more than 10 (ten) years old on the date of awarding the contract.
- 29.20 Vehicles are required to be covered under appropriate Insurance as per MV Act and should have been paid up to date Road Tax/Permit fees as per M.V. Act. as the case may be along with valid Registration and valid Commercial Driving Licence of the driver.
- 29.21 The tenderer should either be the Owner of the vehicle OR the competent authorized person/ agency for offering the vehicle on hire.
- 29.22 POL to be borne by Tenderers.

- 29.23 Only vehicles in good and safe condition having valid fitness certificate permit/ licenses etc. and in respect of which the required taxes/ fees have been deposited and which are properly covered by insurance, shall be deployed for the work.

The company shall have the right to inspect or arrange inspection of the vehicles/ equipments deployed by the contractor for the work at any time and declare any vehicle unsafe and ask for its immediate withdrawal from the site/ operation. The contractor shall ensure prompt/ immediate compliance of the same.

- 29.24 The contractor shall at his own cost arrange for all materials, stores, spares, tools, tackles etc. and maintenance / repairs of the vehicles deployed for work. The company shall have no liability whatsoever on this account.

Proper records of such checking/ maintenance/ repair shall be maintained in a Log Book kept on the vehicle for the purpose, which shall be readily available for inspection whenever required.

- 29.25 The contractor shall familiarise himself and fully comply with the provisions of all the Acts/ Rules/ Regulations/ Bye-laws and orders of the Local Authority/ Municipality/ State Government/ Central Government applicable to the worker, Mines Act, Payment of Wages Act, Motor Vehicle Act, Workmen's Compensation Act, PF Act etc. and shall be fully responsible and liable for due observance of the same. BCCL shall have no responsibility/ liability whatsoever on these accounts and the contractor shall fully indemnify the company against any claim / dispute/ reference award, etc. arising out of the same and an undertaking to this effect is to be provided by the contractor.
- 29.26 In emergent situations and provided the contractor makes an application in this regard, POL, if available with the company, may at the sole discretion of the company, be issued to him with the approval of the General Manager but value of the same along with the handling / departmental charges as per the then prevailing rules of the company shall be charged from him or recovered from his bills/ security deposit.
- 29.27 The contractor shall maintain proper records in English/ Hindi of the vehicles/ persons, etc. deployed for the work, work done, daily attendance of the employees, payment to the employees etc. and the company shall have the right of access to and inspection of these records or to call for any or all these records or ask the contractor to submit such reports as it considers necessary and the contractor shall be bound to comply with such instructions.
- 29.28 The company shall have no responsibility/ liability whatsoever for any accident/ damage to the contractor's vehicle in transit or while engaged in the work.

29.29 DISCIPLINE:

- i) The driver deployed must be non-alcoholic, medically fit and their antecedents must have been verified by the agency/owner of the vehicles.
- ii) In case of negligence, dereliction of duty, disorderly behavior, other misconduct by the driver of the agency, the agency will withdraw the driver concerned immediately and will send suitable replacement within 24 hours.
- iii) In case of emergency like breakdown of law & order or natural calamity/mine accident etc. the agency will deploy on a short notice, reasonable number of additional vehicles as per instruction of BCCL.

30. **PAYING AUTHORITY:**

- i) The Contractor shall submit monthly bill in triplicate to the Officer-in-charge of CISF, authorized to process the bill.
- ii) The paying authority will be Area Finance Manager for vehicles plying at **Kusunda** Area.

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Part-I

Section-2

FORMS OF BID AND QUALIFICATION INFORMATION

(To be filled by the bidders)

CONTRACTOR'S BID

Sub :- BID for the work

To

.....
.....
.....

Dear Sir,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying the Bidding Documents issued to us. The Bid Security /Earnest Money in accordance with the NIT and Instructions to Bidders amounting to Rs..... (in figures).....

..... (in words) in the form as stipulated in Clause 12 of the Instructions to Bidders is enclosed herewith (to be filled in by the Bidder).

This Bid and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and Bid security required by the Bidding documents.

Yours faithfully,

Authorised Signature

Name & Title of the Signatory.....

Name of the Bidder:(the Contractor).

Address:

Date:

(To be filled in by the Bidder)

Encl:

- i) EMD of Rs.....videdt.....
- ii)
- iii)

FORMS OF BID AND QUALIFICATION INFORMATION

1. Details of experience for similar nature and complexity of work

Use a separate statement for each contract.

Sl. No	Number of contract / Name of contract	Name of the employer	Employers address	Nature of work and special features if any :	Contractor's role (check one) 1. Sole contractor 2. Partner in Joint venture	Value of the total contract	Date of award
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

LETTER OF ACCEPTANCE

(In the letter head paper of Employer)

Ref. No :

Dated

To

.....
.....

Dear Sirs,

This is to inform that your Bid datedfor execution of the

(Name of the contract and identification number as given in the instructions to bidders) for the contract price of Rupees..... (Amount in words and figures) as corrected and modified in accordance with the Instruction to Bidders is hereby accepted.

You are hereby requested to furnish performance security deposit in the form detailed in Clause 25 of Instruction to Bidder for an amount equivalent to Rs..... within 28 days of the receipt of this letter of acceptance and sign the contract, failing which actions as stated in Clause 25 of Instruction to Bidder will be taken

Yours faithfully,

Authorized Signatory

Name and Title of Signatory

Name of Agency

Annexure - A

Format for Affidavit

Non Judicial Stamp Paper.

AFFIDAVIT

I, ----- Partner/ Legal Attorney / Accredited

Representative of M/s ----- Solemnly declare that :

1. We are submitting tender for the work -----

against tender notice number ----- dated----- .

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 fulfillment of eligibility criteria and qualification information of this tender is complete, correct and true.

4. All documents /Credentials submitted along with this tender are genuine, authentic, true and valid.

5. If any information and document submitted is found to be false/incorrect at any time, department may cancel my tender and action as deemed fit may be taken against me/us, including termination of the contract , forfeiture of all dues including Earnest Money and banning /delisting of our firm and all partners of the firm etc.

Signature of the tenderer

Dated-----

Seal of Notary

Table –I

Please refer clause 2.1(i) of ITB.

Type of Vehicles	Model & year of manufacture	Reg. No. of Vehicle	Name & address of the owner

Table - II

Please refer clause 2.(vii) of ITB.

Name of Bidder	No. of vehicles (TATA-407 or equivalent) offer for hiring

Please refer clause 2.(ii) of ITB

Name of the Agency/ Owner	Mailing Address	Telephone No.	Mobile No.

Please refer clause 2.1 (iv) of ITB

REPORTS OF FINANCIAL STANDING OF BIDDER

Financial reports of the last five years: balance sheets, profit and loss statement, auditors' report etc.

(Copies to be submitted and the following format to be filled up)

Financial information in (Rs.)	Actual : Previous five years					Projected: Next two years	
	1	2	3	4	5	6	7
i) Total assets.							
ii) Current assets.							
iii) Total liabilities.							
iv) Current liabilities.							
v) Profits before tax							
vi) Profit after tax.							

Evidence of access to financial resources to meet the qualification requirements: Cash in hand, lines of credit and other Financial means etc. sufficient to meet cash flow (copies to be submitted and the following format to be filled up):

Source of financing	Amount in (Rs.)
1.	
2.	

PART-II

PRICE BID

PROFORMA

Bill of Quantity for Engagement of one TATA-407 or equivalent light vehicles

provided with soft top for carrying CISF personnel

Sl. No.	Description of work	Quantity	Rate quoted		Unit	Amount (Rs.)
			In figures	In words		
1	Daily charges for hiring TATA-407 or equivalent type of vehicle including cost of diesel, maintenance & spares, lubricants driver etc. all complete.	365 days			Rs. Per day	
2	K. M. charges for running of TATA-407 or equivalent type of vehicle on all routes /locations in/ outside Dhanbad municipal limits as directed by Controlling Officer	_____ Km per vehicle*			Rs. Per Km	
Total (for one vehicle)						

* Average run of CISF vehicle (TATA-407 or equivalent) in last one calendar year is to be filled up by Area. (This is for evaluation purpose only. The actual may vary.) Total Km run/vehicle should be assessed by the Area on the basis of normal running in the previous year and future requirement on realistic basis & to be filled up before issue of the document.

No. of vehicles proposed to be given on hire _____Nos.

Total amount quoted for _____ Nos. of vehicles = Rs._____.

NOTE:

The Base price of H.S. Diesel on which the rate has been quoted should be the retail sale price prevailing at IOC, Dhanbad on the date of submission of tender or subsequent revision.

Signature of the Agency with seal