

# BHARAT COKING COAL LIMITED

( A Subsidiary of Coal India Limited )  
Office of the Chief General Manager (EXCV)  
EXCAVATION DEPARTMENT  
L-IV , Koyla Bhawan : Koyla Nagar  
Dhanbad : 826005  
(Fax No- 0326-2230177)

Under jurisdiction of Dhanbad Court and  
Jharkhand High Court only.

TENDER NO - BCCL/CGM (EXCV)/I-3 / 388 /REPAIR (TURN KEY) / EKG HMB437/  
SHATABDI OCP/5 Cu.Mtr Shovel (Elect.)/09-10  
DATED- 26/6/09

DUE DATE & TIME FOR SUBMISSION- on 05.08.09 by 1.00 PM

DUE DATE & TIME FOR OPENING- on 05.08.09 by 4.00 PM

COST OF TENDER DOCUMENT	RS. 5000.00
ESTIMATED VALUE	RS 74,79,383.00
REQUIRED AMOUNT OF EARNEST MONEY (Please see clause no.10 & 13)	Rs 149588.00

REQUIRED AMOUNT OF EARNEST MONEY - (Please see clause no.10 & 13)

## TENDER ENQUIRY

Document issued to: ..... ..... .....	If this Tender Document has been downloaded from our website Part-III envelope (Clause 8[c] bearing required Bank Draft for the requisite Tender Fee must be enclosed along with the tender otherwise their offer shall be rejected outright without any reference.
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Dear Sirs,

Sub: Notice Inviting Tender for Renovation/Repair of --5.0 Cu.Mtr Electrical Rope Shovel EKG/ SI. NO-HMB-437 at Shatabdi OCP, Barora Area, BCCL along with supply of original/ quality components.

Issue of Tender documents :- Begins on 29.06.09  
close on 04.08.09

1. Sealed tenders are invited in duplicate only from the Proven repairer /OEM/OES or their exclusively authorized and supported sole selling repairer for repair of 5 Cu.M Electrical Rope Shovel S. NO-HMB-437 at Shatabdi OCP, Barora Area, BCCL. Detailed specifications as scope of job, major parts required and Terms & Conditions enclosed as annexure - "A , B & C".

### A) PROVENNESS CRITERIA

A. PROVEN MEANS THOSE MANUFACTURERS/ REPAIRER WHO SUCCESSFULLY REPAIRED/SUPPLIED SHOVEL AND COMMISSIONED THE TYPE AND MODEL OF THE SUBJECT EQUIPMENTS OR EQUIPMENTS OF SIMILAR TYPE IN THE PAST TO THE MINING INDUSTRY AND / OR TO THE OTHER INDUSTRIES ( GOVERNMENT / PUBLIC SECTOR UNDERTAKING - INDIGENOUS OR GLOBAL AGAINST REGULAR (FIRM) ORDER (NOT TRIAL ORDER) .SUCH EQUIPMENTS HAVE GIVEN SATISFACTORY PERFORMANCE & GUARANTEED AVAILABILITY FOR A PERIOD OF NOT LESS THAN ONE YEAR FROM THE DATE OF COMMISSIONING AS SPECIFIED IN THE CONCERNED ORDER/ORDERS (EXCUTED ORDER COPY / COPIES ARE TO BE ATTACHED).

### B) QUALIFYING CRITERIA

The eligibility criteria of bidder will be as under:-

(a) The bidder must have in its name as a prime contractor experience of having successfully completed similar works during last seven years ending last day of month previous to the one in which bid applications are invited ( i.e. eligibility period ) should be either of the following:-

R. S. Pandey



Three similar completed works each costing not less than the amount equal to 40 % of the estimated cost.

OR

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

OR

One similar completed work costing not less than the amount equal to 80% of the estimated cost.

(b) Average annual turn over of repair work during last three years, ending 31<sup>st</sup> March of the previous financial year should be at least 30 % of the estimated cost.

The bidder must submit documentary evidence in support of (a) & (b) above in the form of self certified copy of work order, completion certificate, payment certificate indicating the period of work for which the payment has been made.

2. The offers are to be submitted before the closing date and time as mentioned above. Late submission of Tenders will not be considered.
3. Tenders may be deposited in person by the bidder in the Tender box available in the Office of the General Manager (Excv) Excavation Department, Bharat Coking Coal Limited, Level -IV, Koyla Bhawan, Koyla Nagar, Dhanbad on any working day between 9.30 AM to 5 P.m or sent by post or courier to the above address. Bharat Coking Coal Limited, however, department does not take any responsibility for loss of tender in transit. Tender must be received on or before the due date and time of submission of tender. Tender received after due date of submission of the tender shall not be considered.
4. Tenders sent through telegram, telex, Fax or E-Mail will not be considered.
5. Tender documents/forms purchased by one firm are not transferable to another firm.
6. The tender document is divided into the following parts:
  - i) Annexure 'A' - Technical scope of jobs
  - ii) Annexure 'B' - Major required parts list
  - iii) Annexure 'C' - Commercial & Guarantee /Warranty terms.
7. (a) The offers are to be submitted in three parts. The first part "Part- I i.e. Techno-commercial offer" should contain the detailed Technical and commercial terms of the offer. In other words it contains the required details as per annexure A to C as stated at clause 6. However, this should not contain the price. The envelope should be sealed superscripted with the tender number and the date of opening and must mark Part I  
(b) The second Part "Part-II i.e. Price Bid" should contain the details of price only. The envelope should be sealed super scribed with the tender number and the date of opening and must mark Part II.  
(c) "Part - III" [Applicable for those participants who down load tender documents from our web site.]  
In this case the intending tender participant must enclose the requisite tender fee as Bank Draft from any schedule Bank drawn in favour of "BHARAT COKING COAL LIMITED" payable at Dhanbad in the "Part - III " envelope. The envelope shall be sealed, superscripted with tender number and due date of opening and must mark "Part-III".  
All the envelopes containing the tender shall be properly sealed. Envelopes stapled shall not be accepted. The name and address of the bidder must also be indicated on the envelopes. Please note that envelopes stapled shall not be accepted.  
All these three sealed envelopes i.e. "Part - I " [ Techno-commercial bid] , "Part- II " [ Price bid] and "Part - III " [ Requisite tender fee as indicated in the tender notice ] should be kept in a bigger envelope giving details of the tender No. and due date and time of submission and opening along with the name and address of the bidder.  
In absence of "Part-III" envelope offer shall be rejected out rightly without any reference for those participants who have down loaded the tender documents from our website.
8. Part - I (Techno commercial Offer) and "Part - III" (Tender fee) will be opened on the due date of tender opening in presence of the authorised representative of the attending bidders

*R. S. S. S.*



NOTE.

- a) Tenders not submitted in the above manner will liable to be rejected.
- b) If tender discloses their price in the techno-commercial bid (Part-I), the offer will be re-sealed and will be treated as invalid offer by the Tender opening Committee.
- The price bids i.e. Part- II of only those tenders whose Part- I is found to be techno-commercially acceptable to BCCL will be opened later on .Date and time of opening will be suitably be intimated to such bidders whose offers are found techno-commercially acceptable.

9. Bharat Coking Coal Limited reserves the right to accept or reject any or all offers in part or in full without assigning any reason thereof. No dispute of any kind can be raised against this right of the buyer in any court of law or elsewhere.

10. Earnest Money:

An Earnest money of RS. 149588.00 in terms of Bank Draft of any schedule Bank drawn in favour of Bharat Coking Coal Limited payable at Dhanbad must accompany the Part I (Techno-commercial offer) otherwise offer shall be considered unresponsive.

- a) If it accompanies with Part-II (Price bid), it will be presumed that party has not deposited the requisite Earnest money and their offer shall be considered unresponsive.

**11. Security money – Successful bidder will be required to deposit security money in the form of Bank Draft / Bank Guarantee of any schedule Bank of 10% value of the order (value means F.O.R destination price) within 15 days from the date of receipt of order. Bank Draft should be drawn in favour of " Bharat Coking Coal Limited" payable at Dhanbad .In case they fail to deposit the same , the order shall be cancelled and the case shall be processed to order elsewhere and the firm's performance is to be kept recorded for future dealings with them. The security will be refunded to the firm within 30 days of satisfactory execution of the contract. (Execution of the contract means successfully completion of supply items and conduct the repair against the order) For unsatisfactory performance and/or contractual failure the security money shall be forfeited. Please note that security money may be converted in to Performance Bank Guarantee wherever required . Please note that validity of Performance Bank Guarantee shall be as per clause of Commercial terms & conditions. Please confirm the acceptance of this clause clearly.**

12. State/Central Govt. Organisation /PSU & Valid DGS&D/NSIC registered (for tendered items) firm shall be considered for exemption from submission of EMD/ Security money ,if they can submit these relevant documents after duly signed by Notary Public.

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

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

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

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

**IMPORTANT NOTE:.**

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

(ii). Printed terms and conditions of the vendor shall not be considered. Parties are requested to submit their offer complete in all respects maintaining serial number of items , terms and conditions as per tender documents along with all supporting documents failing which offer may not be considered .

*R. Pandey*



(iii). normally no deviation is acceptable to our tender documents. Terms and offers, which are in deviation, are liable for rejection without asking back reference. Offers as asked must be submitted complete in all respects.

(iv). Self attested copies of orders received from subsidiaries of CIL and others for the similar repairs should be submitted along with the quotation in the Part-I(Techno-commercial offer). List of past supplies with the details of order reference and the performance report if any should be furnished along with the offer

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

**(vi). All pages of tender documents should be signed including all enclosures submitted with the tenders except printed leaflets / catalogues and have company's seal . This is must otherwise offer shall be rejected.**

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

(viii) BCCL reserves the right to increase or decrease the tendered qty. against any/all the items of the tender.

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

(x) Offer of those parties will not be considered commercially acceptable who did not Successfully execute previous order placed on them by BCCL despite giving commercial Notice and against whom penal action have been initiated for breach of contract.

(xi) BCCL reserves the right to follow any concern guide lines or instructions received from CIL, GOVT. of INDIA, any Statutory body time to time.

(xii) As per Central Vigilance Commission (CVC) guidelines, no post tender negotiations may be held except in case of Proprietary Purchase or for items with limited source of supplies (negotiation in such case may be held only with L-1 / preferred L-1 vendor)

(xiii) If L1 party do not have adequate capacity to supply full quantity tendered , the uncovered quantity order may be distributed to L-2 party at L-1 rate (if agreeable by L2).

Not withstanding anything said above, BCCL reserves the right to follow any guideline or instruction received from the Government or any statutory bodies from time to time.

Encl: As above

Yours faithfully

General Manager (E & W),HQ  
For & on behalf of Bharat Coking Coal Limited.