BHARAT COKING COAL LIMITED

(A Subsidiary of Coal India Limited)
Office of the General Manage r: Block II Area
PO: Nawagarh / Dist: Dhanbad.

Ref.No. GM/B.II/AM (E&M)/TENDER/2010-11/939/3013

Dated.01.12.2010.

TENDER NOTICE

Sealed tender are invited from the experienced, eligible and financially sound contractors for the works mentioned below:-

Name of work	Estimated	Earnest money	Cost of	Time of
	cost in Rs		tender	completion
Supply and installation	10,90,000.00	1% of estimated	250.00	60 days.
of 60 T fully Electronic		cost		
Pit less Road				
Weighbridge at KKC				
(M) siding, Block-II				
Area including Civil				
works on Turnkey basis.				

- 1. The tender paper can be had from the office of the undersigned on any working days on production of money receipt for Rs.250.00 only (non-refundable). The date of issue of tender paper will be on 16.12.2010.
- 2. The tenders will be received up to 3.00 PM on 17.12.2010 and same will be opened on same day at 4.00 PM in the office of the undersigned in presence of the tenderers or their authorised representative.
- 3. The earnest money @ 1% of the estimated cost should be deposited along with the tender offer in the form of Demand Draft drawn on SBI, Dhanbad in favour of Bharat Coking Coal Limited, payable at Dhanbad or in cash.
- 4. The cash for earnest money will be accepted by Area Finance Manager, Block II Area from 9.30 AM to 4.30 PM in all working days other than Saturday. On Saturday, the cash will be accepted from 9.30 AM to 12.30 PM.
- 5. Tenders not accompanied with the earnest money will not be considered. The earnest money of the unsuccessful tenderers will be refunded without any interest and the earnest money of the successful tenderer will also not carry any interest and will be converted into security money.
- 6. The tender documents to be submitted in two parts i.e. technical bid and Commercial bid and the Commercial bid will be opened of those tenderer who are technically qualified.

Contd.....2

7. Qualifying requirements for techno-commercial bid.

The following qualifying requirements must be fulfilled in the techno-commercial bid for the intending tenderers. If the qualifying requirements submitted along with the bid falls short of the qualifying requirements as given below, the tender will be outright rejected.

- a) The bidder must have the experience for similar nature of job.
- b) ELIGIBILITY: The tenderer must have experience of similar work during last seven years ending last day of previous year to the one in which tenders are invited as any one of the following
- i) Three similar completed works each not less than 40% of the estimated value of the tender.
- ii) Two similar completed work each not less than 50% of estimated value of the tender.
- iii) One similar completed work not less than the amount equal to 80% of the estimated value of the tender.
- 8. The average annual financial turn over during the last three financial year ending 31st March should be at least 30% of the estimated value.
- 9. The desirous tenderer may contact with the undersigned for their any clarification regarding submitting their offer.
- 10. The tenderer should submit their experience certificate copy, licence/Registration copy and valid Income tax certificate copy.
- 11. The Tender committee reserves the right to reject or accept of all the tenders on part or in full without assigning any reason what so ever.

General Manager (E&M) <u>Block-II Area</u>

Distribution: -

- 1. ES to ED (Vig.) BCCL, Koyla Bhawan, Dhanbad.
- 2. G.M. (System), BCCL, K. Bhawan, Dhanbad with request to wide circulation in Web site
- 3. Manager(Systems), Koyla Bhawan- with request for wide circulation in web site of the tender.
- 4. A.G.M, B-II Area.
- 5. A.F.M, B-II Area.
- 6. A.M (E&M), All Areas of BCCL.
- 7. Sr. P.R.O, Koyla Bhawan, Dhanbad for kind information.
- 8. Notice Board, Block-II Area.

BHARAT COKING COAL LIMITED

(A Subsidiary of Coal India Limited) BLCOK-II AREA

Technical Specification of Weighbridge

Type : Fully Electronic Load Cell based.

Design : Pit less, Electronic

Platform size : 9x3 Mtrs.

Capacity : 60 Tones

Gradation : 10Kgs.

No. of Load Cells : 04

Accuracy : +/- 0.05%

Power Supply : 220V-240V AC 50Hz. Single Phase

Display : 07 Digit, LED.

Operating Temperature: 0-50°C.

PC, Printer : Any Reported make compatible to the Weigh Bridge

and Software As per company's Prescribed Standard.

General Manager (E&M) Block-II Area

BCCL, BLOCK-II AREA

Bill of Quantity.

Supply and Installation of fully Electronic Road Weighbridge 60 T at KKC(M) Siding, Block-II Area.

- 1. Cost of Weighbridge including.
- 2. Installation charges.
- 3. Civil Work.

General Manager (E&M) Block-II Area

BHARAT COKING COAL LIMITED

(A Subsidiary of Coal India Limited) BLOCK-II AREA

Terms & Conditions of the Tender Notice No. GM/BII/AM(E&M)/Tender/2010/939/3013
dated 01.12.2010
Name of the Contractor:

Date and time of submission of Tender in two parts i.e. Part "A" (Technical bid) and Part "B" (Price bid) up to 3.00 PM on 17.12.2010.

- 1. Tenders to be submitted in two parts in two separate sealed covers superscribing on the top of the first cover part "A" (Technical bid) and on the second cover Part "B" (Price bid). NIT reference must be given on both the sealed covers.
- >Part 'A' must contain information regarding qualifications, experience in similar nature of jobs of comparable value, financial standing, latest Income tax clearance certificate.
- >Part 'B' will consist of Commercial terms and conditions and item rates as per scope of work attached (Annexure-I).
- > Both separately sealed Part 'A' and Part 'B' of the tenders to be kept in a separate third sealed cover. On the top of third sealed cover, NIT reference, Name of the tenderer and date of opening of tender must be superscribed.
- > The envelope containing Part 'A' will be opened first. The cover Part 'B' containing rates, terms and conditions will be opened only in case of such tenderer, who will be found to have adequate experience and capability to execute the work and who will fulfil the conditions of the tender which will be decided on the basis of the conditions furnished by the tenderer in Part 'A'. If , the particulars furnished in Part 'A' are not found satisfactory the Part 'B' will not be opened.
- 2. Corrections where unavoidable shall be made by crossing out and re-writing with initial and date, over writing s are not allowed.
- 3. The rates are to be quoted item wise in figures as well as in words and will be valid for the contracted period from the date of issue of Letter of Intent/Work order and any extension of contracted period if agreed by both sides.
- 4. The tenderer shall keep the offer open for 120 days from the date of the tender.
- 5. No conditional and incomplete tender will be accepted.
- 6. The work shall not be sub-let.
- 7. If the contractor fails to fulfil to contracted agreement, the Management reserves the right to employ another contractor at the risk and cost of the defaulting contractor.

Contd....2/-

- 8. The Contractor shall commence the work immediately/within 7 (seven) days from the date of issue of Letter of Intent/work order.
- 9. The required Earnest money amounting to Rs. 10,900.00 only in the form of "Bank draft" drawn in favour of "Bharat Coking Coal Limited" issued by any Nationalised Bank payable at Dhanbad must be attached in original with Part 'A' of the tender.
- 10. No interest will be paid for the earnest money and Security deposit.
- 11. The earnest money deposited by the party along with the tender will be forfeited, if there is any breach of contract during the period of finalisation of the tenders.
- 12. The Earnest money of the unsuccessful tenderer will be refunded after finalisation of this tender. In case of successful tenderer, the same will be converted to form part of Security deposits (10% of the work order amount) to be refunded after satisfactory completion of the contract and payment of final bills.
- 13. The contractor shall be required to pay wages and all other benefits to their workmen as kper law during the period of execution of the contract. The Management shall not make any payment to the workers employed by the contractors or shall accepted any liability in this connection.
- 14. All compensation payable to the persons employed by the contractors as per the workmen's compensation Act for injuries received or death arising out of the work and shall be payable by the contractor. If the company has to pay such amount, the amount so paid shall be realised from the contdr5actor's bill, Security deposit. The amount of such payment shall be as per the workmen's compensation Act' 1923 and Rules and amended from time to time.
- 15. The Contractors shall be liable for payment for any loss to the Administration due to non-fulfilment of the terms and conditions of the contract for any loss or damage to the company caused by him or person and /or plants and machineries engaged by him.
- 16. The Contractor shall make good all damages which may be caused to any property of the company or any other persons by act or fault of the contractor or his Agent or his servant in connection with the execution of the contract or otherwise provided that the Administration may at their option made good such damage and recover, the charge for the same from the contractor.
- 17. In case if neglect of duty, wilful disobedience and violation of the rules, regulations within the premises of site where by proper working of the contractor is affected or hampered of any action on the part of the contractors or his establishment is found prejudicial to the interest of the company the Administration shall have the right to terminate the contract without any notice and/or to impose penalty as enforced by the Administration.

Contd...3/-

- 18. In the matter of any dispute or controversy, the decision of the Management shall be final.
- 19. The Management reserves the right to reject any or all the tenders without assigning any reason whatsoever and to split up and distribute the work amongst the tenderers.
- 20. Payment will be made by the A/c payee cheque only from the Area office as per prevailing practice.
- 21. Deduction towards Income tax, security deposit and any other statutory deduction shall be made from the running bill of the contractors as per prevailing practice/laws applicable at the time of payment.
- 22. If the contractor fails to execute the work either partly or fully the Management reserves the right to get the balance work executed through other agency even at higher rates and extra cost involved shall be realised from any of the pending bill and/or security bill. In addition to which a penalty at the rate of 10% of the cost of the left out work shall be imposed and realised from any of the pending bill and/or security deposit and forfeit the earnest money deposited with the tender.
- 23. Over and above the terms and conditions, the day to day instructions issued by the Management should also be abided by the contractors.
- 24. Completion period within 60 days from the date of issue of Letter of intent /work order.
- 25. Penalty for non completion of work successfully in time L.D. @ 1% per week up to the maximum of 10% of the awarded value will be realised from the contractor's bill.

26. Legal Capacity of the tender

The tenderer shall satisfy the company that he is competent and authorised to submit tender or to enter into a legally binding contract with the company on behalf of himself or his firm or as the case may be. To this effect he will submit document any evidence indicating that his signature makes the tender submitted by him, legally binding up on himself on his firm as the case may be.

27. Authority of person signing

A person signing the offer or any document forming part of the contract on behalf of another shall be deemed warrant that he was the authority to sign such document and if later of found otherwise, the company may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all costs and damages.

28. <u>Technical qualification of the tenderer</u>

The tenderer shall satisfy the company that he process the necessary technical experience and qualification and that he has at his disposal modern facilities and a proficient team of specialised employees enabling him to carry out his contractual obligatory satisfactorily, maintaining quality and workmanship according to the latest engineering particulars in this behalf along with the tender.

Contd....4/-

29. Provision of Government Act:

The contractor shall confirm to and strictly abide by the provisions of all the Government Acts, Regulations and Bye-Laws. All notices required under the said act etc., shall be given and payment of all fees payable to such authorities shall be made by him.

It shall be obligatory on the part of the contractor to observe the provisions of the payment of "wages Act" and he shall also be responsible for the maintenance of statutory books on registers and these shall be produced as and when required by the company or any other connected Government agencies.

30. The prices quoted must be firm during the entire period of operation of the contract and the offers made must remain up on and valid for at least 120 days from the last date of submitting tender.

31. Escalation:

No escalation either on labour or material will be admissible during the operation of this contract.

32. Sublating:

The successful tender shall not sublet or transfer or assign/the contract in full or any part of the work without the written permission of the company.

33. Guarantee & defect liability:

The tenderer shall give a guarantee of satisfactory performance of the system erected/repaired by him for a period of 12 months after the handing over on successful completion. The contractor shall be responsible for any defect that may be developed within guarantee period rising

Out of faulty materials, designs or workmanship and shall rectify such defects at his won cost. If it becomes necessary for the contractor to replace or renew any defective portion, such replacement or renewal should be made by the contractor without any entire, cost.

34. Tools & Tackles:

All tools and tackles required for the execution of the work will be arranged in time by the contractor at his own cost.

35. Safety:-

The contractor shall be responsible for all provisions of safety arrangement at his own cost. The contractor shall also be responsible for safety arrangement of all equipment used for assembling of materials land shall employ trained workman, conversant with safety regulations.

Contd....5/-

Accepted all the terms and conditions.

Signature of the Contractor with Seal.

General Manager (Ed	&M)
Block-II Area	

Tender document set No		
Sold to.		
M/s	••	
Money receipt Nodate	Amounting	to
Deposited against cost of tender document. Sold by.		
Dated		

General Manager (E&M) Block-II Area

N.B. This annexure-I of the tender to be submitted along with Part-I of the tender.