

BHARA COKING COAL LIMITED  
OFFICE OF THE GENERAL MANGER  
KUSTORE AREA.  
P.O.JHARIA,DIST. DHANBAD.

Ref.No:BCCL:KA:PM(Admn.):Tender:F-Explo.V:2011/

Dated: 22<sup>nd</sup> January,2011.

TENDER NOTICE

Sealed tenders are invited 2(two bid system containing Part-A(Technical Bid ) and Part-B(Price Bid) for the deployment of 2(Two) Nos. of Explosive Vans of minimum capacity 3(three) Te. including POL, on Hired Basis from reliable and reputed explosive transport contractors having their own Licensed Explosive Vans for transporting explosives,detonators,detonating fuse etc. from Burragarh Magazine to Opencast mines, ROCP/SJ and Ena Fire Project and Underground Mines Alkusa,Burragarh,Huririladih, Simlabahal/New Pit and also to any new mine which may started in the near future and any other Magazine to Burragarh Magazine. The vans will be hired for a period of 1(one) year from the date of issue of Work Order .Offer should be submitted for Explosive Vans including POL.

The estimated amount of the tender is Rs.9,41,700/-.

The cost of Tender Documents is Rs.250/- only.

The requisite amount of Earnest Money Rs.9,417.00 only.

Tender Documetns can be obtained on request in writing from the office of the Area Manger(Administation), Kustore Area,BCCL,P.O.Jharia, Dist.Dhanbad on any working day except Sundays and Holidays from 01.02.20011 to 09.2.2011 between 10.00 AM to 1.00 PM. Cost of Tender Documents (Non-refundable) needs to be paid only in cash to the Area Finance Manger,Kustore Area. The tenders shall be received in two parts in the office of the Personnel Manger(Admn.),Kustore Area upto 3.00 P.M. on 10.02.2011 and will be opened at 4.00 PM on the same day.

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

Personnel Manager(Admn.)  
Kustore Area.

Copy to:-

1. CVO,BCCL,Koyla Bhawan.
2. CGM's/GM's of All Areas, BCCL for wide circulation through display in Notice Board.
3. PRO,BCCL,Koyla Bbawan,with a request to publish this NIT in Newspaper and also advise the publisher concerned to send paper cutting to the tender authority.
4. GM(System), BCCL,Koyla Bhawan : with a request to publish this Tender Notice in BCCL'S Website(Soft cop of this notice along with forwarding letter is attached.
5. General Manager, Kustore Area.
6. Area Finance Manger,Kustoer Area.
7. Sr. ESto D(T)P&P,BCCL,Koyla Bhawan.
8. All Project Officer,Kustore Area.
9. Notice Board,Kustore Area.

BHARA COKING COAL LIMITED  
OFFICE OF THE GENERAL MANGER  
KUSTORE AREA.  
P.O.JHARIA,DIST. DHANBAD.  
PART-A

Ref.No:BCCL:KA:PM(Admn.):Tender:F-Explo.V:2011/

Dated: 22<sup>nd</sup> January,2011.

Name of work : Deployment of Explosives Vans for transporting of  
Explosives & Accessories to different existing UG & OC  
mine and any new mine started in the near future of Kustore  
Area from Burragarh Magazine and from any other magazine to  
Burragarh Magazine on 24 hours basis for one year.

Date & time of submission of tender : Upto 10.02.2011 at 3.00 PM.

Date & time of opening of tender : 10.02.2011 4.00 PM.

Name & address of the tender to whom issued

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.....,

Date of issue :

Cost of Tender Paper :

Cast Receipt No.& date :

Signature of Officer issuing Tender Paper

Deails of E M D submitted

Total Earnest Money for Rs..... is enclosed herewith by DD/BC No.....

Date.....drawn in favour of Bharat Coking Coal Limited from .....Bank.

Signature of Tenderer with seal

BHARA COKING COAL LIMITED  
OFFICE OF THE GENERAL MANGER  
KUSTORE AREA.  
P.O.JHARIA,DIST. DHANBAD.

**PART-B**

Ref.No:BCCL:KA:PM(Admn.):Tender:F-Explo.V:2011/

Dated: 20<sup>th</sup> January,2011.

Name of work : Deployment of Explosives Vans for transporting of Explosives & Accessories to different existing UG & OC mine and any new mine started in the near future of Kustore Area from Burragarh Magazine and from any other magazine to Burragarh Magazine on 24 hours basis for one year.

Date & time of submission of tender : Upto 10.02.2011 at 3.00 PM.

Date & time of opening of tender : 10.02.2011 4.00 PM.

Name & address of the tender to whom issued

.....  
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.....,

Date of issue :

Cost of Tender Paper :

Cast Receipt No.& date :

Signature of Officer issuing Tender Paper

**PRICE BID**

BHARA COKING COAL LIMITED  
OFFICE OF THE GENERAL MANGER  
KUSTORE AREA.  
P.O.JHARIA,DIST. DHANBAD.

Name of work : Deployment of Explosives Vans for transporting of  
Explosives & Accessories to different existing UG & OC  
mine and any new mine started in the near future of Kustore  
Area from Burragarh Magazine and from any other magazine to  
Burragarh Magazine on 24 hours basis for one year.

<u>Sl.No.</u>	<u>Type of Vehicle</u>	<u>No.</u>	<u>Rate perday(including POL)</u>
1.	Explosive Van		
2.	Explosive Van		

Signature with date of the Tenderer.

Name of Tenderer

Seal

BHARA COKING COAL LIMITED  
OFFICE OF THE GENERAL MANGER  
KUSTORE AREA.  
P.O.JHARIA,DIST. DHANBAD.

Ref.No:BCCL:KA:PM(Admn.):Tender:F-Explo.V:2011/

Dated: 22<sup>nd</sup> January,2011.

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

Sealed tenders are invited under 2(two) bid-system containing Part-A(Qualification Bid) & Part-B (Price Bid) for deployment of 2(Two) Nos. of Explosives Vans of capacity minimum 3(Three) Te. including POL, on Hired Basis vide Tender Notice Ref.No:BCCL:KA:PM(Admn.):Tender:F-Explo.V:2011/ dated:22nd January,2011 issued by the Personnel Manager(Admn.),Kustore Area,BCCL, from reliable & reputed explosive transport contractor having their own Licensed Explosives Vans for transportation of explosives, detonators, detonating fuse etc. from Burragarh Magazine to Opencast Mines , ROCP/SJ and Ena Fire Project and Underground Mines Alkusa,Burragarh,Huririladih, Simlabahal/New Pit and also to any new mine started in the near future and from any other Magazine to Burragarh Magazine and will be received in the Office of the Personnel Manager(Admn.),Kustore Area,P.O. Jharia-828111, Dist. Dhanbad upto 3.00 PM of 10.2.2011.

All tenders will be opened at 4.00 PM on 10.2.2011 in the presence of the attending tenderers or their duly authorised representatives in writing. Only Part-A will be opened on the above mentioned date and time.

**Earnest Money: The requisite of Earnest Money is Rs.9,417/- only.**

Tender Documents can be obtained on request in writing from the Office of the Personnel Manager(Admn.),Kustore Area P.O. Jharia,Dist. Dhanbad PIN-828111 any working days and holidays from 1.2.2011 to 9.2.2011 between 10.00 Hrs. to 13.00 Hrs. Cost of Tender Documents(Non-refundable), Rs.250/- only needs to be paid only in Cash to Area Finance Manager,Kustore Area, P.O.Jharia,Dhanbad. The tenders will be received in two parts in the office of the Personnel Manager(Admn.),Kustore Area,Jharia,Dhanbad upto 15.00 Hrs. on 10.2.2011 and will be opened at 16.00 Hrs. on the same date.

Contd.Page-2

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

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

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

Tender must be deposited in the Tender Box placed in the Office of the Personnel Manager(Admn.),Kustore Area, P.O. Jharia, Dhanbad. Tenders will not be accepted after the scheduled time and date.

Earnest Money amounting to Rs.9,417/-only should be submitted in the form of a Demand Draft of a scheduled bank in favour of BCCL, payable at Dhanbad and shall be submitted in the separate envelope of Part-A bid. Earnest Money will not be accepted in cash. The Earnest Money will be retained in case of the successful bidder and will be refunded to the unsuccessful tenderers in due course and will not carry any interest.

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

- i) If not accompanied by prescribed Earnest Money.
- ii) In the absence of affidavit in prescribed from given in Annexure-A.
- iii) If the Tender Documents is not duly signed and stamped by the bidder.
- iv) If there is any correction, over-writing ,erasure, cancellation or any other medication which is not initiated and stamped by the signatory of the bid.

**Security Deposit:**

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

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

**The bid Security/ Earnest Money may be forfeited.**

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

**Eligibility Criteria:**

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

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

The Explosive Van is required to be covered under appropriate Insurance, the Road Tax/Permit Fees etc. as per Motor Vehicles Act should be paid up-date and also have a valid commercial registration as Explosive Van as per provisions of The Explosives Act 1884 and The Explosive Rule 2008. **It should have valid licence registered with the Jt. Chief controller of Explosives, at Kolkata. The driver should have a valid commercial driving license and whose antecedents are verified by local police.**

**Rates:**

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

Documents comprising of the bid:

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

- a) Part-A of the bid to be submitted in first inner sealed envelope comprising of
  - i) Bid Earnest Money Demand Draft.
  - ii) Qualification information and documents as required and other materials required to be submitted by the bidder.
    - 1. Copy of Road Tax
    - 2. Copy of Registration
    - 3. Copy of Fitness Certificate
    - 4. Copy of Road Permit.
    - 5. Copy of Insurance
    - 6. Copy of Explosive Van License
    - 7. Copy of Driving Licence
    - 8. Copy of Pollution Certificate
    - 9. Any other statutory documents.

b) Part-B of the bid as per Annexure-C will be the 2<sup>nd</sup> inner sealed envelope with original bid documents issued to the bidder duly signed by authorised signatory of the bidder on all pages as proof of accepting the conditions of the contract.

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

**One Bid per bidder:**

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

**Bid validity:**

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



TABLE- 1

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

Type of Vehicle	Model/Manufacturing Year`	Registration Number of vehicle	Name & Address of the Owner

**Annexure- A**

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

I/We,-----

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

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

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

Deponent

Identified by

Advocate

Public Notary/ Executive Magistrate.

**Terms and Conditions.**

**Annexure-B**

- a) The tenderer shall furnish(in Table-1) details of vehicles to be deployed by him for the contract job with their Registration Number and name and address of their owner. Photocopies of the documents of the vehicles are also to be submitted along with the tender.
- b) In case the vehicle is not owned by the tenderer, the details with Reg.No./description and legal documents like Power of Attorney from the owner authorizing the tenderer to ply the vehicle under contract is to be submitted.
- c) Every vehicle deployed shall be inspected and approved by the Personnel Manager(Admn.),Kustore Area or by any other authorized person/ persons as decided by the Management.
- d) The driver deployed on the vehicle hired will be in proper outfit and in uniform as prescribed by the Management when on duty and whose antecedents are verified by the local police.
- e) The uniform and accessories are to be provided by the Agency/ Owner at its own cost.
- f) The driver should possess valid Commercial Driving License in his name and should be able to drive the vehicle efficiently and be conversant with traffic rules.
- g) The Agency/ Owner will have to abide with the provisions of all the statutes including labour, taxation and other laws applicable to its establishment during the period of its engagement and shall be responsible and accountable for the breach or violation of any of the Acts, Rules, Regulations, Notifications, Circulars issued from time to time by the Government of India or the State Government. The Agency shall provide an undertaking to this effect prior to the commencement of the job and indemnify BCCL, Dhanbad against any breach of statutes/ laws, etc.\
- h) Details of Office Establishment of the Agency/ Owner for emergency contact such as Mailing Address and Telephone/ Mobile Number should be submitted along with the tender paper.
- i) The Agency/Owner will not be provided any garage or accommodation for the staff deployed on the vehicle.

Contd.....2

- j) The Agency/ Owner will ensure that its staff will not at any time divulge/make known any trust/information or their matters relating to the affairs of BCCL.
- k) The Agency/ Owner will ensure that its staff are properly trained to carry out the duties in time. All drivers will be employees of the Agency/ Owner and in no case can these employees of the Agency/ Owner can have any claim whatsoever on BCCL.
- l) Any dispute arising out of this contract will be subject to the jurisdiction of Dhanbad Court only.

**m) Discipline :**

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

**n) Payment Terms:**

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

Contd.....4.

**o) Paying Authority:**

- i) Transporters shall submit monthly bill in triplicate to the Personnel Manager(Admn.), Kustore Area who is authorized to process the bill.
- ii) The paying authority will be the Area Finance Manager, Kustore Area.

**P) Enforcement of Labour Laws/Statutory Laws:**

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

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

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

**q) Termination, Suspension, Cancellation and closure of contract:.**

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

- i) Commits default/breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of BCCL, then on the expiry of the period as may specified in writing.

Or

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

Or

- iii) Transfers, sub-lets, assigns the entire work or any portion thereof without the prior approval in writing from BCCL. BCCL may give a written notice cancel the whole contract or portion of it in default.

Or

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

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BHARAT COKING COAL LIMITED  
(A Subsidiary of Coal India Limited )  
OFFICE OF THE GENERAL MANAGER  
BCCL,KUSTORE AREA

Ref.No:BCCL:KA:PM(Admn.):Tender:F-Explo.V:2011/

Dated: 24<sup>th</sup> January,2011.

To  
The General Manager(System)  
B.C.C.L  
Koyla Bhawan,Dhanbad.

Sub: **Tender uploading on BCCL Website.**

Dear Sir,

We are sending the loaded CD with Notice Inviting Tender along with General Terms & condition

1. NIT No. & date : Ref.No:BCCL:KA:PM(Admn.):Tender:F-Explo.V:2011/ dt.24.01.2011.
2. Subject : Deployment of Explosives Vans for transporting of explosives & Accessories to different existing UG & OC mine and any new mine started in the near future of Kustore Area from Burragarh Magazine and from any other magazine to Burragarh Magazine on 24 hours basis for one year.
3. Availability of tender document : 10.00 AM to 1.00 PM on working days & on Web site.
4. Purchase of tender paper : From 01.2.2011 to.9.2.2011
5. End of the day : 09.02.2011 at 1.00 P.M.

This is for your kind information and further needful please.

Thanking you,

Encl: **Loaded CD**

Yours faithfully,

Area Manager(Planning.)  
Kustore Area.

