#### BHARAT COKING COAL LIMITED (A Subsidiary of Coal India Limited) Telecom Department, Koyla Bhawan Koyla Nagar, Dhanbad

#### **NOTICE INVITING TENDER**

Dated: 28.01./02.02.2011

#### Ref.No.BCCL/TCP/TENDER/2011/80

Sealed tenders are invited from reputed, resourceful & experienced Firms in Two Bid system i.e. Part-I: Techno-Commercial Bid & Part II: Price Bid for the following works:-

Slno	Description of works	Estimated Cost	Cost of tender paper	Earnest Money	Completion Period
1.	Maintenance of long distance telephone line networking for period of one year.	Rs.48,906=00	Rs.100=00	Rs. 490=00	One year.

#### 2. Earnest Money:

Tender must be accompanied with Earnest Money in form of cash receipt deposited to the Sr. Manager (Finance) Koyla Bhawan or Demand draft of any Nationalized Bank in favor of BHARAT COKING COAL LIMITED payable at Dhanbad.

Earnest money of the successful tenderer will be retained and earnest money of the unsuccessful tenderer will be refunded in due course, will not carry any interest there on.

#### 3. Cost of Tender documents:

Cost of tender document shall be payable either in cash deposited to the Sr. Manager(Finance) Koyla Bhawan or Demand Draft of any Nationalized Bank in favour of Bharat Coking Coal Limited payable at Dhanbad.

#### 4. Eligibility Criteria

To qualify the award of the contract, the intending tenderer 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 application are invited should be either of the following:

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

or

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

or

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

Similar work means: Telephone cable laying, telephone cable & drop wire wiring, MDF wiring and installing, maintenance of telephone line networking etc.

#### 5. Availability of Tender documents:

Tender documents including Terms & Conditions of the work shall be available on production the receipt of cost of Tender documents from the office of the Chief Manager(E&M)Telecom, BCCL, Koyla Bhawan during period as stated below: From: 25.02.2011 to 03.03.2011 From: 10.30 AM to 4.30 PM (on all Working days) The tender document is also available on website http://bccl.cmpdil.co.in and can be downloaded.

#### 6. Validity Period of Offer:

Validity of the tender should be valid for 6(six) months from the date of opening of the Price Bid .

#### 7. Receipt of Tenders:

Tenders are to be received in sealed covers up to 3:30 PM on 04.03.2011 at the office of the Chief Manager (E&M)/TC, Koyla Bhawan.

#### 8. Opening of Tenders:

Tender will be opened at 4 PM on 04.03.2011 in the office of the Chief Manager(E&M)/ Telecom, Koyla Bhawan.

#### 9. Other Terms and Conditions:

Bidder have to submit permanent Income tax Account Number (PAN)

Any bid received after the deadline prescribed due to any reason whatsoever will not be accepted.

All taxes, levies, loyalties whether local, municipal, provincial or central pertaining to the contract are payable during entire period of contract shall be to the contractor/contractors account and shall be deemed to have been included in the contracted rate for the work to be executed by the contractor. The company shall not be liable for any taxes or levies etc whatsoever in connection with this contract.

All safety precaution in respect of men and materials should be strictly observed during course of work.

Conditional tender shall not be accepted.

Over writing, erasing or correction of rates is not permitted.

The Company is not under any obligation to accept the lowest tender & reserves the right to reject any or all the tenders without assigning any reason whatsoever and also to distribute the work or allot the work/works to more than one tenderer at its sole discretion.

Sr. Manager (E&T) Koyla Bhawan

CC to:
CGM/GM, All Area of BCCL
CGM (E&M), BCCL, Koyla Bhawan
Chief Manager (E&M)/Telecom, BCCL, Koyla Bhawan
Sr. Manager (Finance) Pay, BCCL, Koyla Bhawan
GM (System), BCCL, Koyla Bhawan: with the request to put up in Website
Notice Board Koyla Bhawan
Tender Committee member, with a request to make it convenient
to attend the TC meeting on the specified date, time.

#### BHARAT COKING COAL LIMITED (A subsidiary of Coal India Limited) Telecom Department, Koyla Bhawan Koyla Nagar, Dhanbad.

#### **TENDER DOCUMENTS**

(Contains 13 marked pages)

Tender Notice No. BCCL/TCP/TENDER/2011/80

Name & Address of the Tenderer to whom issued

dt. 28.01/02.02.2011

Name & Place of Work::

Maintenance of long distance telephone line networking for period of one year.

Date & Time of submission of Tender:

03.03.2011 at 3.30.PM

Date & time of opening of Tender:

03.03.2011 at 4 PM

Date of iss	sue:
Cost of Te	ender documents:
DD/ Cash	Receipt No. & date:

Signature of the Officer Issuing tender Papers

#### **INSTRUCTIONS TO BIDDERS**

#### 1. Scope of Tenderer:

The tenderer may submit tender for the work detailed in the NIT.

The successful bidder will be expected to complete the work by the intended completion date specified in the contract data.

#### 2. Eligible Tenderer:

- 2.1 The invitation for Bids is open to all Bidders eligible to participate as per qualifying criteria laid down separately here in after.
- 2.2 All bidders shall provide in their bid, Form of Bid and Qualification information, a statement that the Bidder (including all members of the firm and sub-contractor) is not associated nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specification and other document for the work.

#### 3. Qualification of the Tenderer:

- 3.1 All bidders shall provide in their bid, Form of Bid and Qualification information, preliminary description of proposed work method & schedule including drawing & chart as necessary.
- 3.2 All the Bidders shall include the following information & documents with their bids (copies of all documentary evidence are to be duly authenticated by the tenderer/constituted attorney of the tenderer with full signature and seal. All signed declaration are to be made in the tenderer letter head.
- 3.2.1 Copies of original documents defining the constitution or legal status, place of registration principal place of business, written power of attorney of signatory of the bid to commit the bidder.
- 3.2.2 Experience of having successfully executed similar types of the work during last seven years.
- 3.2.3 Information regarding any litigation, current or during last five years in which the Bidder is involved the parties concerned and disputed amount.
- 3.2.4 Permanent Income tax Account Number (PAN)
- 3.2.5 The Bidder would give a declaration that they have not been banned or de-listed by the Govt. or Quasi-Govt. agencies or PSUs. If the bidder has been banned by any Govt. or Quas Govt. or PSUs that fact must be clearly stated and it may not necessary be a caused for disqualifying him. If this declaration is not given, the Bid will be rejected as non-respective.

- 3.2.6 The intending tenderer will have to submit a declaration in support of the authencity of the credential submitted by them along with the tender in the form of an Affidavit as the format provided in the bid documents.
- 3.3. To qualify the award of the contract, the intending tenderer 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 application are invited should be either of the following:

3.3.1

- i) Three similar completed works each costing not less than amount equal to 40% of the estimated cost.
- or ii) Two similar completed works each costing not less than amount equal to 50% of the estimated cost.
- or iii) One similar completed works costing not less than amount equal to 80% of the estimated cost.
- 3.3.2 Average Annual financial turn-over during the last three years ending 31<sup>st</sup> March of the previous financial year should be at last 30% of the estimated cost.
- 3.3.3 Evidence of possessing adequate working capital (at last 20% of the value of this work) inclusive of access to lines of credit and availability of other financial resources to meet the requirement.
- 3.3.4 Even though the bidders meet the above qualifying criteria they are subject to be disqualified: If they have made misleading or false representation in the forms, statement and attachments submitted in proof of the qualification requirement or if they have record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion litigation history or financial failure etc.

#### 4 One Bid per Bidder:

- 4.1 Each bidder shall submit only one bid either individually or as partnership firm or a partner in joint venture or Public Limited Firm.
- 4.2 A bidder who submits or participates in more than one bid will cause all the proposals with the bidders participation to be disqualified.

#### 5 Cost of Bidding:

5.1 The bidder shall bear all the cost associated with the preparation & submission of his bid and the Employer will in no case be responsible or liable for those costs.

#### 6 Site Visit

- 6.1 The bidder ,at the bidders own responsibility, cost & risk, is encouraged to visit & examine the site of work & its surroundings & obtain all information's, that may be necessary for preparing the bid and entering into the contract for execution of the work. The cost of visiting the site be at the bidders own expense.
- 6.2 It shall be deemed that the tenderer has visited the site/ area and got fully acquainted with the work and working condition and other prevalent conditions before submission of bid.

#### 7 Content of Bidding documents:

- 7.1 Notice Inviting tender
- 7.2 Instruction to Bidder
- 7.3 Form of Bid and Qualification information
- 7.4 Format for Affidavit
- 7.5 Conditions of Contract
- 7.6 Scope of work/ Bill of Quantity

#### 8 Clarification of Bidding documents:

8.1 A bidder requesting any clarification of the bidding documents may notify the Employer in writing or in person at address in NIT on any working day during office hours.

#### 9 Amendment of Bidding documents:

- 9.1 Before the dead line for submission of bids, the Employer may modify the bidding documents by issuing addenda.
- 9.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in written or by Telephone to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by telephone to the Employer.
- 9.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids and the same is also to be communicated simultaneously to all the purchasers of bidding documents.

#### 10 Language of Bid:

- 10.1 All documents relating to the bids shall be in the English language.
- 10.2 In case the bid is signed in a language other than English by the bidder, the total amount of the bid should be written in the same language.

#### 11 Documents comprising the Bid:

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

Part-I of the bid to be submitted in 1<sup>st</sup> inner sealed envelope super scribing "Part-I:

Techno-commercial Bid" comprising of:

- i) Earnest Money deposit
- ii) Letter of bidder submitting the bid in the Form as stipulated in the bid documents.
- iii) Qualification information as indicated in bid documents.
- 11.2 Part- II of the bid to be submitted in 2<sup>nd</sup> inner sealed envelope super scribing "Part-II: Price Bid" comprising of priced Bill of Quantity.
- 11.3 Both the inner sealed envelopes will then be placed in one outer envelope sealed and marked properly super scribing the Name of work and submitted to the Employer at its address before the deadline for submission of the bid.

#### 12 Bid Price:

- 12.1 The contract shall be for the whole works based upon the prices Bill of Quantity submitted by the bidders.
- 12.2 The bidder shall fill in rates & prices for all items of the works described in the Bill of Quantity, if any, shall be made by crossing out initialing, dating & re-writing. Overwriting should be avoided & instead, correction be made wherever required as per above.
- 12.3 All duties, taxes & other levies payable by the contractors under the contract or for any of the cause shall be included in the rates, prices & the total bid price submitted by the bidders. All incidental, overhead, lifts, leads, carriage etc as may be attendant upon execution & completion of item shall also be included in the rates, prices & total bid price submitted by the bidder.
- 12.4 The rate & prices quoted by the bidder shall be fixed for the duration of the contract & shall not be subject to variation on any account expect to the variation allowed as per the condition of the contract of the bidding documents.

#### 13 Currencies of Bid & Payment:

13.1 The unit rate & prices shall be quoted by the bidders entirely in Indian rupees.

#### 14 Bid Validity:

- 14.1 Bid shall remain valid for a period not less than one hundred & eighty days from the date of opening the tender. A bid valid for a shorter period shall be rejected.
- 14.2 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 & the bidders response shall be made in writing or by telephone. A bidder may refuse the request without forfeiting his bid security.

#### 15 Earnest Money

- 15.1 The bidder shall furnish as part of his bid Earnest Money of the amount as shown in NIT for his particular work. EMD will be required to be deposited either in the form of Demand Draft of any Nationalized Bank in favour of Bharat Coking Coal Limited payable at Dhanbad or may be deposited in cash with Finance Deptt.(pay office), BCCL, Koyla Bhawan and Money receipt in original is to be submitted along with the offer.
- 15.2 Any bid not accompanied with Earnest Money shall be rejected.
- 15.3 EMD of unsuccessful bidder shall be refunded as promptly as possible after opening of price bid & finalization of tender.
- 15.4 EMD of successful bidder will be discharged after expiry of Guarantee period of this work.
- 15.5 Earnest Money may be forfeited, if the bidder withdraws the bid after bid opening during the period of bid validity or in case of successful bidder if the bidder fails to complete the job within the specified time limit.
- 15.6 EMD deposited will not carry any interest.

#### 16 Late Bid

Any bid received after the deadline prescribed due to any reason whatsoever will not be accepted.

#### 17 **Bid Opening**

- 17.1 The Employer will open the bids in the presence of the bidders of their representative who choose to attend the time & in the place specified in NIT.
- 17.2 In the event of the specified date of bid opening being declare a holiday for the Employer, the bids will be opened at the appointed time & location on the next working day.

#### 18 Performance Security/Security Deposit :

- 18.1 The party shall give PBG bond issued by Nationalized Bank having their branch at Dhanbad, equal to 10% of the total value of the contract. No further security deposit shall be recoverable from running account bill EMD of successful bidder shall be converted into part of the amount towards performance Bank Guarantee. The Security deposit shall bear no interest.
- 18.2 PBG should be submitted within 28 days on received of work order of by the successful bidder in any of the form given below:
- A bank guarantee in the form given in the bid document.
- A Govt. security FDR or any other form of deposit stipulated by the owner.
- Demand draft drawn in favour of BCCL on any scheduled bank payable at its branches at Dhanbad.

The bid security deposited in the form of back guarantee shall be duly discharged and returned to the contractor on issuing No Objection Certificate by Nodal Officer of BCCL after one year.

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 the bid security.

18.3 10% performance security should be refunded within 30 days of the completion of the work (the date of completion of the work will be certified by the engineer in-charge).

#### 19 The Company right to accept any Bid, Negotiate & to Reject any or all Bids:

The Employer reserve 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 there by incurring any liability to the affected bidders for any obligation to inform the affected bidder or bidders of the grounds for the Employers action.

#### 20 Legal Jurisdictions:

Matter relating to any dispute or deference arising out of his tender and subsequent contract awarded based on the bid shall be subject to the jurisdiction of Dhanbad Court only.

#### FORMS OF BID AND QUALIFICATION INFORMATION

## **QUALIFICATION INFORMATION**

1 <u>Bi</u>	(The information idder details:	to be submitte	ed by all the Bidders)	
	Constitution or legal status of Bi Place of Registration:	dder (attach c	copy)	
	Principal place of Business:			
_	Power of attorney of signatory E	Bid (attach)		
1.2		al Turnover D	<u>Data</u>	
_	<u>Year</u> <u>Turnover</u>	(Rs)	<u>Remarks</u>	
	1			
_	2			
	3			
•	Details of Experience for simi  Use a separate sheet for each of		ork in the last 7(seven) years:	
1	Number of contract:			
2	Name of contract:			
3	Name of Employer:			
4	Employers Address:			
5	Nature of works:			
6	Contractors role			
	i) Sole contractor:			
7	ii) Partner in joint venture:			
7	Value of total contract:  Date of award:			
8	Date of award.  Date of completion:			
3	Date of completion.			
2 <b>Per</b>	manent Income tax Account N	lumber (PAN	<u></u>	
3 <u>Det</u>	ails of Earnest Money:			
Deta Amo	ails of certified Cheque/Draft:			

4 Acceptance by the tenderer of conditions of contract as per Tender document (attach signed copies of the Bid documents issued to them along with the tender as proof of acceptance)

# FORMS OF BID AND QUALIFICATION INFORMATION (To be filled in by the bidder)

## **CONTRACTOR BID**

Sub:	Bid for the Work		
То			
/Earne Rs (in wo	We offer to executions of contract accompany est Money in accordance	ing the biddin with the NIT	described above in accordance with the g document issued to us. The Bid Security and instruction to bidders amounting to tion to bidders is enclosed herewith
betwe			e of it shall constitute a binding contract and to accept the lowest or Bid you receive.
docun	ed by the Bidding docum nentary evidence related to t	ents. We als	omplies with the Bid validity and Bid security confirm that EMD and other required Bid are enclosed (as listed below) herewith ovided in the Bid documents.
			Yours faithfully
		Name & Titl Name of the (the cont	Signature:e of Signatory:e Bidder: ractor)
		Date:	(to be filled by the bidder)
Encl:	i) EMD of Rs	_ vide	dt
	ii)		
	iii)		
	iv)		

# FORMAT FOR AFFIDAVIT (Non-Judicial Stamp Paper)

l,	Partner/Legal Attorney/ Accredited
I,representative of M/s	solemnly declare that:
1. We are submitting Tender for the work	agains
Tender Notice No	dated
2.None of the partner of our of	
3. All information furnished by us in respective qualification of this tender is complete, corre	
4. All documents/credentials submitted along true and valid.	y with this tender are genuine, authentic
5. If any information and documents submitted department may cancel my tender and action including termination of the contract, forfeit and banning, delisting of our firm and all part	n as deemed fit may be taken against us ure of all dues including earnest money
6. This is to inform you that we have no litigate hereby declare that we have not been banned	
Dated	Signature of the Tenderer

**Seal of the Notary** 

#### **GENERAL TERMS & CONDITIONS**

- 1 The Contractor /Contractors shall employ only, skillful & orderly men to do the work.
- Precautions shall be exercised at all times for the protection of persons & Property. The safety required or recommended by all applicable laws, codes status and regulations will be observed. In case of accidents he/they shall be responsible for compliance with all the requirement imposed by the workmen compensation Act or any other similar laws in force and shall indemnify the company against any claim on his account.
- The contractor /contractors shall familiarize themselves with and be governed by all laws & rule of India & local status and orders & regulations applicable to his/their work.
- All taxes, levies, cess, royalties whether local, municipal, provincial or central pertaining to the contract are payable during entire period of contract shall be to the contractor/contractors account and shall be deemed to have been included in the contracted rate for the work to be executed by the contractor. The company shall not be liable for any taxes or levies etc what so ever in connection with this contract.
- The contractor shall not pay less than the minimum wages to the labours engaged by them as per minimum wages Act.
- 6. The contractor will have to deploy their workmen daily for routine testing, rectification of fault if occurred and other related maintenance work.
- 7. Payment will be made on the basis of actual work done by the contractor.

# BILL OF QUANTITY PART-II PRICED BID (In sealed cover)

NIT Re	f.No: BCCL/TCP/TENDER/2011/80	Date: 28.01/02	2.02.2011
1. Nam	e of Tenderer: :		
2. Addı	ress of Tenderer:		
-			
3. Own	ership status of Tenderer		
4. Nam	e of person. Official (with designation) au	thorized to subr	nit tender –
5. Amo	unt of Earnest Money deposited		
6. Date	of opening of Tender (as per tender Notice	ce)	

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# 7. Bill of quantity.

SI.No	Description	Qty	Rate	Amount
1.	Annual maintenance of existing Telephone	22 lines X		
	line running from Koyla Bhawan to CMD	12 months=		
	Bunglow, CBI office Karmik Nagar, Central	264 lines		
	Hospital and			
	Kalyan Bhawan (Total 22 lines per month)			

	Total Rs	
		Rupees ( in words)
		Rupees ( in words)

Signature of Tenderer with Seal