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

NOTICE INVITING TENDER

Ref.No.BCCL/TCP/TENDER/2011/ 200

Dated: 15.03.2011

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 :-

SI no	Description of works	Estimated Cost	Cost of tender paper	Earnest Money	Completion Period
1.	Maintenance of telephone line networking of Koyla Nagar Colony for period of one year.	Rs.1,99,238=40	Rs.200=00	Rs.1,993=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

- 2 -

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: 30.03.2011 to 04.04.2011 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 05.04.2011 at the office of the Chief Manager (E&M)/TC, Koyla Bhawan.

8. Opening of Tenders:

Tender will be opened at 4 PM on 05.04.2011 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/2011/200

dt. 15.03.2011

Name & Place of Work::

Maintenance of telephone line networking of Koyla Nagar Colony for period of one year.

Date & Time of submission of Tender:

05.04.2011 at 3.30.PM

Date & time of opening of Tender:

05.04.2011 at 4 PM Name & Address of the Tenderer to whom issued

Date of issue:

Cost of Tender 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 31st 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 <u>Site Visit</u>

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 1st 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 2nd 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 <u>Performance Security/Security Deposit</u> :

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 bank 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

(The information to be submitted by all the Bidders)

1 Bidder details:

1.1 Constitution or legal status of Bidder (attach copy) Place of Registration:

Principal place of Business:

Power of attorney of signatory Bid (attach)

1.2 Details of the turnover during last 3 (three) years:

Annual Turnover Data

Year	I	Turnover (Rs)	Remarks
1			
2			
3			

1.3 Details of Experience for similar nature work in the last 7(seven) years:

(Use a separate sheet for each contract)

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:	
	ii) Partner in joint venture:	
7	Value of total contract:	
8	Date of award:	
9	Date of completion:	

2 Permanent Income tax Account Number (PAN):

3 Details of Earnest Money:

Details of certified Cheque/Draft:

Amount (Rs)

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)

Signature of the Tenderer

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

CONTRACTOR BID

Sub: Bid for the Work

То

Dear Sir,

We offer to execute the works described above in accordance with the conditions of contract accompanying the bidding document issued to us. The Bid Security /Earnest Money in accordance with the NIT and instruction to bidders amounting to Rs._____ (in figures) ______ (in words) in the form as stipulated in the instruction to bidders is enclosed herewith

(to be filled by the bidder).

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

We hereby confirm that this Bid complies with the Bid validity and Bid security required by the Bidding documents. We also confirm that EMD and other required documentary evidence related to this part of the Bid are enclosed (as listed below) herewith either in original/copies attested as the format provided in the Bid documents.

Yours faithfully

		Authorized Signature: Name & Title of Signatory: Name of the Bidder: (the contractor) Address:					
		Date:	(to be filled by the bidder)				
Encl:	i) EMD of Rs	_ vide	dt				
	ii)						
	iii)						
	iv)						

FORMAT FOR AFFIDAVIT (Non-Judicial Stamp Paper)

I, representative of M/s							Partner/Legal Attorney/ Accredited				
1. We are submitting Tender for the work _ Tender Notice No					agains dated						
2. of_	None	of	the	partner	of	our	firm		relative lame of the		employee pany)

3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification 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 documents submitted is found to be false/incorrect any time, department may cancel my tender and action as deemed fit may be taken against 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.

6. This is to inform you that we have no litigation current or last five years, further we hereby declare that we have not been banned by any Govt. or Quas GOVT. or PSUs.

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.
- 2 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.
- 3 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.
- 4 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.
- 5 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 Ref.No: BCCL/TCP/TENDER/2011/200 Date : 15.03.2011

1. Name of Tenderer:

2. Address of Tenderer:

3. Ownership status of Tenderer

4. Name of person. Official (with designation) authorized to submit tender:

5. Amount of Earnest Money deposited

6. Date of opening of Tender (as per tender Notice)

7. Bill of quantity.

SI.No	Description	Qty	Rate	Amount
1.	Maintenance of Telephone line with in 1 KM	360 lines		
	distance.			
2.	Maintenance of Telephone sets.	360 sets		

Total Rs

Total Rs for 12 Months. = 12 x Rs. _____ = Rs.

Rupees (in words)

Signature of Tenderer with Seal