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#### BHARAT COKING COAL LIMITED

(A Subsidiary of Coal India Ltd.)
Office of the General Manager, Govindpur Area
P.O. Sonardih, Dist. Dhanbad

Ref. No. GM/AR-III/ACE/Quotation/15150-80

Dated <u>22/23.07.2011</u>

#### **QUOTATION NOTICE**

Sealed Quotations on percentage rate basis are invited from the bonafide & experienced contractors for the following works:-

Sl. No.	Name of work	Estimated cost (in Rs.)	Earnest Money	Time of completion
1.	Making brick platform for installation of one	24,373.94	250.00	10 Days
	power transformer near post office site to			
	run one submersible pump			

#### **Terms and Conditions**

- Interested parties can collect the BOQ and other related papers of the Quotation from the office of the Area Civil Engineer, Govindpur Area-III, At- Bilbera, P.O.-Sonardih from **01.08.2011 to 05.08.2011** during office hours except Sunday and Holiday. The Quotation document is also available on website <a href="http://www.bccl.gov.in">http://www.bccl.gov.in</a> and can be downloaded.
- 2 Completed sealed Quotations will be received on **08.08.2011** up to 3.00 P.M. at the following places. Quotationers may opt any one place to submit their quotation as per their convenience.
  - i) At CISF Post in the office of the General Manager, Govindpur Area-III, At- Bilbera, P.O.Sonardih.
  - ii) At BCCL H.Q. i.e. C.I.S.F. post, near Koyla Bhawan Gate, Koyala Nagar, Dhanbad.
  - iii) Office of Asstt. Commandant CISF Camp Angarpathra (Katras Area-IV).
  - iv)Office of the Addl. G.M., Block-II Area.
- Quotations will be opened on **11.08.2011** at 11.30 A.M. in the office of the Area Civil Engineer, Govindpur Area-III, At-Bilbera, P.O.-Sonardih.
- 4 Specification of work shall be governed by C.P.W.D specification.
- 5 Terms and conditions as per C.I.L. C.E. manual shall be applicable against the quotations submitted against this Quotation Notice.
- Completed sealed Quotations shall consist of in Part-I (1) EMD in the shape of cash receipt obtained from the finance deptt. or DD from any Scheduled/Nationalised Bank, (2) Copy of Pan card, (3) Copy of Sales Tax clearance certificate along with TIN No. attested by Gazetted Officer of State/Central (4) EFT (Electronic Fund Transfer) & ECS (Electronic Clearance System) as per the format issued along with the Tender paper and (5) In Part-II BOQ along with quoted rate by the Quotationer.
- 7 The quoted rate shall include all taxes and levies.
- 8 Statutory deductions for Income Tax and Sales Tax shall be made as per Rules and notifications.
- 9 The contractor has to abide by the Rules of Contract Labour Regulation & Abolition Act.
- 10 Validity of quotation shall be 120 days from the date of opening of the quotation.
- 11 No conditional tender shall be accepted.
- 12 The contractors have to be acquainted with the site condition
- 13 No material will be issued by the department.

- 14 The management of BCCL reserves right to reject any or all tender or split the work among two or more tenderers without assigning any reasons whatsoever.
- 15 Status of Firm-Firm registration/or Partnership Deed & Power of attorney / Affidavit regarding proprietorship/article of association etc.
- 16 The tenderer has to submit the following:
  - a) Affidavit regarding genuineness of the documents submitted & non-relationship in BCCL in original as per format given.
  - b) Declaration on tenderer letter pad that they have not been debarred or de-listed by any Govt. or Quasi Govt. Agencies or PSUs as per format given.
- 17 Other details may be obtained from detailed quotation notice / quotation documents / website <a href="http://www.bccl.gov.in">http://www.bccl.gov.in</a>.

Area Civil Engineer, Govindpur Area

#### <u>C.C. to</u>:-

- 1) CVO, BCCL, Koyla Bhawan, Dhanbad.
- 2) GM, Govindpur Area-III.
- 3) GM (Civil), BCCL, Koyla Nagar.
- 4) All CGM/GM of Areas/Projects under BCCL.
- 5) Addl. GM, Govindpur Area-III
- 6) AM (System), Govindpur Area-III with a request to display this NIT in BCCL website. The downloading facility should be available during the period of issue of quotation document only.
- 7) A.F.M., Govindpur Area-III.
- 8) All P.O.s of Govindpur Area-III.
- 9) Cashier, Govindpur Area-III.
- 10) Incharge, CISF Post, Koyala Bhawan gate, Koyala Nagar,
- 11) Assistant Commandant, CISF, Govindpur Area-III with 2 copies of NIT for displaying on Notice Board.
- 12) Asstt. Commandant CISF Camp Angarpathra (Katras Area-IV).
- 13) Addl. G.M., Block-II Area.
- 14) Builder's Association of India, Central Akashkinaree Kanta, Katras Garh, Dhanbad-828113.
- 15) Builder's Association of India, 16LIG Housing Colony, Dhanbad.

### **BHARAT COKING COAL LIMITED**

(A Subsidiary of Coal India Ltd.)

Office of the General Manager, Govindpur Area P.O. Sonardih, Dist. Dhanbad

CIVIL ENGINEERING DEPARTMENT

# **QUOTATION DOCUMENT**

Name of Work :- Making brick platform for installation of one power transformer

near post office site to run one submersible pump

Ref. No. :- GM/AR-III/ACE/Quotation/15150-80 Dated 22/23.07.2011

PART - 1

#### BHARAT COKING COAL LIMITED GOVINDPUR AREA

#### **GENERAL CONDITIONS**

- 1. Any bids received after the deadline prescribed in the notice due to any reasons whatsoever will not be accepted.
- 2. Quotations thus submitted shall consist of the following:-
  - (i) Complete set of tender documents as sold, duly filled in and signed on all pages of the documents including Part I & Part II as per the Quotation notice.
  - (ii) Particulars of valid registration Sales Tax Authorities / TIN.
  - (iii) PAN (Permanent Income Tax Account Number).
  - (iv) Earnest money deposit (as specified in the Notice).
  - (v) Experience as per the Quotation Notice.
  - (vi) Status of firm / copy of registration with BCCL for civil works.
  - (vii) Declaration as per the Quotation Notice.
- 3. The shall be submitted in two envelope system with the first envelope containing credentials (duly authenticated by the bidder) in support of his qualifications in accordance with the eligibility criteria along with the EMD in a separate envelope and the second envelope containing the duly filled in Tender Document super scribing Envelope I, II and EMD on the cover.
- 4. The earnest money will be retained in the case of successful tenderer and refunded to the unsuccessful tenderer after finalization of the tender and will not carry any interest.
- 5. Every tenderer is expected, before quoting his rates, to go through the requirements of materials / workmanship under specification / requirements and conditions of contract and to inspect the site / area of the proposed work.
- 6. Corrections where unavoidable shall be made by crossing out and rewriting duly authenticated with full signature and date by the tenderer. Erasing or over-writing in the tender documents may disqualify the tender.
- 7. The work should be completed within specified time as per the quotation notice from expiry of ten (10) days from the issue of letter of acceptance of tender / work order or handing over the site.
- 8. On completion of the work all rubbish, debris, brick bats etc. shall be removed by the contractor (s) at his / their own expense and the site cleaned and handed over to the company.
- 9. The Company does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders without assigning any reasons whatsoever and to spilt up the work between two or more tenderers or accept the tender in part and not in its entirely.
- 10. (a) Full information should be given by the tenderers in respect of following:-

[i] If an individual Full name

Postal Address

Place of Business.

[ii] If proprietary Firm : Name of the Proprietor

Full postal address of Firm/Proprietors

[iii]If partnership Firm : Full name of partners

Full postal addresses of the registered office of firm & the

partners

Registered partnership Deed.

If a Tenderer deliberately provides wrong information or submits false credentials in support of his qualifications, the Company reserves the right to terminate/rescind the contract, forfeit the EMD and other dues of the contractor and to take any other action as maybe deemed fit.

- 11. On receipt of letter for acceptance of the tender issued by the Company, the successful tenderer shall execute work order in the company's prescribed form for the due fulfillment of the contract. Failure to enter into the work order within the specified period in the LOA shall entail cancellation of letter of acceptance forfeiture of the earnest money. The written work order to be entered into between the contractor and the company shall be the foundation of the rights of both the parties and the contract shall not be deemed to be executed until the contract/work order is signed/accepted by both the parties i.e. Contractor and the Company.
- 12. The Company reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.
- 13. No subletting of works as a whole by the contactor is permissible. Subletting of work in piece rated jobs is permissible with the prior approval of the department
- 14. They should submit Power of Attorney of the person signing the Tenders, if Partner/ Proprietor of the firm not signing the Tenders.
- 15. Tenders shall be rejected outright without any reference if the documents submitted by the tenderers alongwith their lender fail to prove eligibility in terms at above criteria. Documents submitted alongwith the tenders shall be final and no supplementary document shall be accepted unless asked by the Company.
- 16. Tenders submitted shall become property of the company. Un-opened price bids of the ineligible tenderers shall be destroyed.
- 17. The credentials/documents submitted by the tenderer should be numbered serially and properly tagged.
- 18. The tenderers shall quote their rates both in figures and words. They should also put the total of the worked out cost of their offer both in figures and words, failing which their quotations are liable for rejection. The rates quoted should be inclusive of all incidentals, overheads, all taxes, Octroi's, duties, leads, lifts, carriage, tools & plant, Royalty etc.
- 19. Documents submitted along with the quotation shall be final and no supplementary document shall be accepted unless asked by the company.
- 20. Compensation for delay / Termination of the contract- The L.D shall be 1/2 % of the contract value per week subject to a ceiling of 10% of the contract value, In case of termination of the contract, the company shall be entitled to recover LD up to 10% of the contract value including Security Deposit besides getting the work completed by other means at the risk and cost of the contractor.

21. The work shell be executed as per General terms & Conditions of the contract prevailing in BCCL, the description of items in the BOQ and as per the instruction of the EIC.

#### 22. Refund of Earnest Money:-

The Earnest Money will be refunded to the unsuccessful bidders after finalization of the award or on rejection of his bid or at the expiry of the validity period of the tender (unless extended) whichever is earlier. The Earnest Money of the successful bidders will be retained by the department as part of the security deposit for due fulfillment of the contract and will not carry any internet.

- 23. Any bids received after the deadline prescribed in the notice due to any reasons whatsoever will not be accepted.
- 24. In cases where the tenderer fails o commence the work latest within one month of award of the work or within one month of handling over site, whichever is earlier, the Earnest Money shall be absolutely forfeited.
- 25. If the bid of the successful bidder is seriously unbalanced in relation to the estimate of the cost of work to be performed under the contract, the company may require the bidder to produce detailed price analysis for any or all items of the Bill of quantities to demonstrate the internal consistency of these prices with the construction method and the schedule proposed. After evaluation of the price analysis, the company may require that the amount of the performance security /security deposit is increased at the expense of the successful bidder to a level sufficient to protect the company against financial loss in the event of default on the part of the successful bidder under the contract.
- 26. The refund security deposit shall be subject to company's right to deduct/appropriate its due against the contractor under this contact or under any other contract.

On completion of the entire work and certified as such by the Engineer-in charge and on passing of the final bill by the Department, one half of the security deposit lying with the company shall be refunded of the contractor. The other half shall be refunded to the contractor on the expiry of six months from the date of completion as certified by the Engineer-in-charge subject to the following conditions:-

- (a) Any defect/defects in the work, if detected after issue of completion certificate is/are rectified to the satisfaction of the Engineer-in-Charge within the said period of six months.
- (b) In the case of building work or other work of similar nature, the refund shall be made on the expiry of the said six months period or at the end of one full monsoon period i.e. June to September, whichever is later in point of time and any defects such as leakages in roof, effloresces in walls, dampness in drainage etc. should be rectified to the satisfaction of Engineer in –Charge.

#### 27. Settlement of dispute:-

- a) It is incumbent upon the contractor to avoid litigation and disputes during the course of execution. However if such disputes take place between the contractor and the department, effort shall be made first to settle the disputes at the company level. The contractor should make request in writing to the Engineer In Charge for settlement of such disputes/claims which no disputes/claims of the contractor shall be entertained by the company.
- b) In spite of above, in case the contractor enters into litigation, such action should have to be taken in a court of law with jurisdiction over the place where the subject work is to be executed.

- 28. (a) Corrections where unavoidable, shall be made by crossing out and rewriting duly authenticated with full signature and date by tenderer, Erasing or over-writing in the tender documents may disqualify the tender.
  - (b) The tender shall be submitted either in English or in Hindi
- 29. Time is the essence of the contract and as such all works shall be complete within the time stipulated in the NIT/work order.
- 30. The works shall be executed as per General specifications, CPWD guidelines, Description of the items and as contained in the BOQ with its Quality Assurance. The contractor should get the sample of Brick, Sand stone chips, Lime, Surkhi etc approved by the Engineer in charge before execution of such items.
- 31. The validity period of the tenders shall be 4 (four) months form the date of opening of price bid or revised price bid, if any. The tenderer shall not during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender or any terms/conditions thereof without consent in writing of the company. In case the tenderer violates to abide by this, the Company will be entitled to forfeit the Earnest Money and reject the tender.

#### 32. Banned or delisted Contractors:

The bidders would give a declaration that they have not been banned or delisted by any Govt. or Quasi-Govt. Agencies or PSU's. If a bidder has been banned or delisted by any Govt. or Quasi Govt. agencies or PSU's this fact must be clearly stated and it may not necessary be a cause for disqualification. If the declaration is not given, the bid will be rejected as non-responsive.

33. The contractor /contractors shall employ only competent, skillful and orderly men to do the work. The Engineer In-Charge shall have the right to ask the contractor/contractors to remove form the work site any men of the contractor/contractors who in his opinion is undesirable and the contractor/contractors will have to remove him within 3 (three) hours of such orders.

The contractor shall maintain all records as per the provision made in the various statutes including contract Labour (Regulation & Abolition) Act, 1970 and the Contract Labour (Regulation & Abolition) Central rules 1971 Minimum Wages At, Workmen Compensation Act etc. and latest amendment thereof. Such records maintained by the contractor shall be opened for inspection by the Engineer In-Charge or by the nominated representatives of the Principal Employer.

34. The contractor / contractors shall not pay less than the minimum wages to the labourers engaged by him/ them as per Minimum Wages Act or such other legislation or award to the minimum wages fixed by the respective State Govt. and the Central Govt. as may be in force.

The contractor shall at all times during the tenure of the contract indemnify the company against all claims, damages or compensation under the provision of the Workmen's Compensation Act and shall take insurance policy covering all risk, claims, damages or compensation payable under the Workmen's Compensation Act or under any other law retaining thereto.

35. On receipt of Letter of Acceptance of Tender/Work Order the contractor shall forthwith Register and obtain License from the competent authority under the Contract Labour

(Regulation & Abolition) Act, 1970, the Contract Labour (Regulation & Abolition) Central Rules, 1971 and submit certified copies of the same to the Engineer In Charge and the Principal Employer.

- 36. The contractor shall be registered with the concerned State Govt. and the Central Govt. in respect of Sales Tax Act and the certificate having details of Registration No. period of validity etc. should be submitted to the Engineer in Charge.
- 37. The terms and conditions as mentioned in the tender document are only indicative for any other matter not mentioned in this tender. Quotation documents the guidelines of CIVIL ENGINEERING MANUAL OF COAL INDIA LIMITED shall be referred.

Area Civil Engineer Govindpur Area

## **DECLARATION**

1)	I,, Partner/L					
	Attorney/Accredited Representative of M/S,					
	solemnly declare that :-					
2)	We are submitting Tender for the work					
	against Tender Notice No dated					
3)	Myself or Our Partners do not have any relative working in BCCL.  I/We do have any relative working in BCCL.  (Please strike off which is not applicable).					
4)	All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct and true.					
5)	All documents/credentials submitted along with this Tender are genuine , authentic, true and valid.					
6)	If any information and document 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 blacklisting of our firm and all partners of the firm etc.					
7)	I / We hereby declare that our firm					
	(Name of the Firm & Address)					
	have not					
	been banned or delisted by any State Government or Central Government or Quasi Government					
	Agencies or Public Sector Undertakings.					
	Signature of the Tender					
	Date:					

#### BHARAT COKING COAL LIMITED GOVINDPUR AREA

#### **DETAILED QUOTATION NOTICE**

- 1. Sealed quotations in prescribed forms and parts with the name of works super scribed as Making brick platform for installation of one power transformer near post office site to run one submersible pump Quotation Notice No. GM/AR-III/ACE/Quotation/15150-80 Dated 22/23.07.2011 on each of the envelopes are invited from bonafide and experienced contractors and will be received at i) CISF Post in the office of the General Manager, Govindpur Area-III, At-Bilbera, P.O.Sonardih, ii) BCCL H.Q. i.e. C.I.S.F. post, near Koyla Bhawan Gate, Koyala Nagar, Dhanbad iii) Office of Asstt. Commandant CISF Camp Angarpathra (Katras Area-IV) iv) Office of the Addl. G.M., Block-II Area upto 3:00 P.M. on 08.08.2011. All quotations will be opened at 11:30 A.M. on 11.08.2011 in the presence of the attending tenders or their authorized representatives who wish to be present in case where the tenders is in two parts, only Part-1 will be opened on the above day and time.
- 2. (a) Tenders should be submitted in the prescribed form in time. These forms together with the proposed contract document including specifications and tender drawings (if available) may be obtained from the office of Area Civil Engineer, Govindpur Area during normal working hours on payment of Application fee (non-refundable) for each set. The payment may be made either in Cash or By Bank Draft drawn in favour of BHARAT COKING COAL LIMITED on any nationalized / scheduled Bank.
  - (b) Any Bids received after the deadline prescribed at Clause I above due to any reasons whatso-ever will not be accepted.

In the event of the specified date for the submission of bids being declared a holiday by the employer, the bids will be received up to the appointed time on the next working day.

- (c) Tenders thus submitted shall consist of the following:
  - i) Complete set of tender documents as sold, duly filled in and signed on all pages and at different places as required of the tender documents including Part-I & Part II of the tenders as per the Tender notice as applicable.
  - ii) Valid Sales Tax Registration Certificate copy / TIN.
- iii) Copy of PAN (Permanent Income Tax Account Number).
- iv) Earnest Money deposit (as specified hereafter).
- v) Power of Attorney in the case the tender is signed by an authorized representative of the tenderer.
- vi) Full name and address of the tenderer shall be written on the bottom left hand corner of the sealed covers.
- (d) The tender document in which the tender is submitted by the tenderer shall become the property of the Company and the Company shall have no obligation to return the same to the tenderer.

(e) The Tender shall be submitted in Two Envelopes System with the first envelope containing credentials (duly authenticated by the bidder) in support of his qualifications in accordance with the eligibility criteria along with the EMD in a separate envelope and the second envelope containing the duly filled in Tender Document super scribing Envelope-I, II and EMD on the cover.

Part –II shall consist of tender documents as sold to the tenderers duly filling in rates, amounts etc. i.e. Price Bid.

The Earnest Money Deposit is to be submitted in a separate Envelope altogether; superscribing "Earnest Money Deposit", and not inside the envelope containing Part I or Part II of the Bid.

The Part I & Part-II should also be put into separate sealed envelopes super scribed as such. Thereafter all the three envelopes should be submitted in a sealed envelope with appropriate superscription.

The date of opening of the Second Envelope or Part II of the tenders shall be communicated in due course after consideration of First Envelope or Part -1.

- 3. Each bidder shall submit only one bid for one package. A bidder who submits or participates in more than one bid (other than as sub-contractor or in case of alternatives that have been permitted or requested ) will cause all the proposals with the bidders participation to be disqualified.
- 4. No tender shall be considered unless accompanied by the said Earnest Money.
- 5. The earnest money will be retained in the case of successful tenderer and refunded to the unsuccessful tenderer in due course and will not carry any interest. The earnest money deposited by the successful tenderer will be deposit with as provided elsewhere in the tender documents.
- 6. (a) Site Investigation Report :- The contractor, in preparing the bid, shall rely on the site investigation report referred to in the document, supplemented by any information available to the bidder.
  - (b) Every tenderer is expected, before quoting his rtes, to go through the requirements of materials,/workmanship under specification/requirements and conditions of contract and to inspect the site/area of the proposed work.

The rates shall be written both in words and figures and the unit in the words and the amount against each item totaled. The rates for the work should be inclusive of all incidentals, over heads, all taxes, control's duties, leads, lifts, carriage, tools, & plant etc. as required for execution and completion of the work.

It shall be deemed that the tenderer has visited the site/are and got fully acquainted with the working conditions and other prevalent conditions and fluctuations there to whether they actually visited the site/are or not and have taken all the above factors into account while quoting his rates.

7. (a) Corrections where unavoidable, shall be made by crossing out and rewriting duly authenticated with full signature and date by tenderer, Erasing or over-writing in the tender documents may disqualify the tender.