



BHARAT COKING COAL LIMITED
(A Subsidiary of Coal India Ltd)
OFFICE OF THE GENERAL MANAGER
LODNA AREA

Ref.No.BCCL/LA/CIVIL/NIT/2011-12/4470

Dated: 18.10.2011

NOTICE INVITING TENDER NO.458 FOR 2011-12

Sealed tenders in two parts (Part-I & II) on overall percentage rate basis are invited from experienced and eligible contractors for the following works : For Drain cleaning at PG Pahari NTC under Lodna Area

Estimated Cost (Approved)	Earnest Money	Cost of tender paper	Time of completion
Rs.1,14,505.44/-	Rs.1145/-	Rs.100/-	12 months

Availability of tender document: from 01.11.2011 to 03.11.2011

Tender documents will be issued on all working days during working hours except on Sundays and holidays in the event of the specified date for submission/opening of bids being declared a holiday the bids will be received/ opened on the appointed time on the next working day. The tender document is also available on website <http://www.bccl.gov.in> and can be download.

Time and Date of receipt of opening of Tender

- a) the tender will be received on 07.11.2011 from 10.00AM to 3.00PM in tender Box kept at -
- 1) CISF POST near KOYLA BHAWAN GATE, KOYLA NAGAR, BCCL DHANBAD.
 - 2) GM Office/in Security Room, P.O- Khas Jeenagora, Lodna Area No.X Dhanbad
 - 3) GM office in security room EJ Area.
 - 4) Gm office in security room Bastcalla Area

- b) the tender received will be opened 09.11.2011 at 1.00PM in the office of the GM(Min.), Lodna Area Dhanbad

Eligibility Criteria:

1.(A) The intending tenderer must have in its name & style as a prime contractor experience of having successfully completed similar works during 7 years ending last day of the month previous to the one in which bid applications are invited (i.e. eligibility criteria) should be eligible of the following. Three similar completed work each costing not less than the amount equal to 40% of the estimated cost.

OR

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

OR

One similar completed work costing not less than the amount equal to 80% of the estd. cost.

Similar Work means: Garbage cleaning/Drain Clening

(B) Av.annual financial turn over of similar work during the last 3 years ending 31st March of the previous financial year should be atleast 30% of estimated cost.

The intending tenderer must submit documentary evidence in support of (1) (a) & (b) above in the form of certified copy of work order, completion certificate, payment certificates/ vouchers, indicating the period of work for which the payment has been made, Duly signed by him/them.

NOTE:

i) Provision under eligibility criteria –1)a) Shall also include those similar works “while considering the value of completed works, the full value of completed works be considered whether or not the date of commencement is within the said 7 years period.

ii) As per eligibility criteria specified under SI No.01(a) Pre-qualification shall be done based on experienced of successfully completed works and not on experience of work-in-progress.

2) the tender document can be had from the office of the General Manager Lodna Area CED Deptt., Lodna Area BCCL, Khas Jeenagora, Dhanbad during the period mentioned above on deposition of requisite cost of tender paper in form of cash or bank draft of nationalized bank/scheduled commercial Bank approved by RBI in favour of Bharat Koking Coal Limited., payable at Dhanbad.

3) Completed sealed tender documents (part-I&II) should be submitted at the same time.

Part-I shall consist of terms and conditions of the tenders, additional terms and condition if any, technical bids and credential.

Part-II Shall consist of tender documents as sold to the tenderes duly field in for rates amounts etc. i.e, price bid

The earnest Money deposit is to be submitted in a separate envelope super scribing "Earnest Money deposit" (Earnest money to be submitted in form of cash or Bank Draft of nationalized bank/scheduled commercial Bank approved by RBI in favour of Bharat Koking Coal Limited., payable at Dhanbad.

The bid shall be submitted In three separate envelopes-

Envelope No.01 should contain EMD and cost of tender Document if downloaded from the website.

Envelope No.02 should contain part-I of the tender document

Envelope No.03 should contain part-2 i.e, price bid

There after all the tree envelopes should be submitted in one sealed envelopes

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2) GM Office/in Security Room, P.O- Khas Jeenagora, Lodna Area No.X Dhanbad.

3) GM office in security room EJ Area.

4) Gm office in security room Bastcalla Area

b) the tender received will be opened **09/11/2011 at 1.00PM** in the office of the GM(Min.), Lodna Area Dhanbad in presence of the intending tenderers or their authorized representative in the office of the GM(Min.) Lodna Area Dhanbad. Only Part-I (A) will be opened on this date.

The Part-I will be opened only after receipt of EMD and in case of downloaded tender, the cost of tender documents too.

Part-II will be opened only after the department is satisfied that the criteria fixed are fulfilled i.e, on acceptance of part-I

6) The E.M is to be deposited as per details given in the tender documents .

7) Sales tax clearance certificate copy attested by a Gazetted officer of the Govt. (Central or State) and TIN No.

8) The tenderers have to submit Permanent Account Number of income tax (PAN No) & Bank A/C No.

9) Conditional tenders will not be accepted .

10) Issuance of tender documents doesn't mean that the parties are considered qualified.

11) Firm registration/or Partnership deed and power of attorney/Affidavit regarding proprietorship/ Articles of Association .

12) every tenderers are required to give an affidavit in the performa given I the tender document on stamp paper and Declaration with the tender.

13) The experience as given in the eligibility criteria should be in the name and style in which tender is filled. The experience in the name of some other firm/company will not be considered for this purpose.

14) The validity of the tender will be 120 days from the date of opening price bid or revised price bid, if any.

15) The Management of BCCL reserves the right to reject any or all tender or split the work among two or more tenderers without assigning any reason what-so-ever.

16) Other details may be obtained from tender notice/tender documents/website No.
<http://bccl.cmpdi.co.in>.

17) If the tender document has been downloaded from the above mentioned website the tenderers are require to deposit along with their tender a Bank Draft of any Nationalized/Schedule Commercial Bank approved by RBI payable at Dhanbad exclusively towards the cost of tender document for the amount indicated as above, in the envelope as stated as clause three of this NIT. Any bank draft prepared after the scheduled closer of sale of tender document may be liable for rejection.

18) The contains of the tender documents available for sale in our office shall be deemed as authentic. The bidder will be required to submit an under taking that they will accept the tender document as available in the website and their tender shall be rejected if any tempering is there in the tender document thus submitted..

Area Civil Engineer
 Lodna Area

C.C to:-

- 1) All CGMs/GMs, All Area of BCCL (Display in Notice Board)
- 2) C.V.O, BCCL, Koyla Bhawan/G.M (C),Koyla Bhawan
- 3)Sr.Manager (System), EDP,Lodna Area with a request to display this NIT in BCCL website
 The downloading facility should be available during the period of sale of tender document only.
- 4)Inspector I/C CISF main Gate Koya Bhawan Dhanbad
- 5) Addl. GM/AFM/Cashier,, Lodna Area
- 6) Supdt.Engineer, Lodna Area
- 7) All Project officer, Lodna Area –to display in notice board
- 8)Notice Board/office copy/M.file
- 9)Bilder Association Surya Vihar Colony , Bartand, Dhanbad

INTEGRITY PACT

Between

BHARAT COKING COAL LIMITED (BCCL) hereinafter referred to as “The Principal”

And

.....hereinafter referred to as “The Bidder/Contract”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for

------. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization “Transparency International” (TI). Following TI’s national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - i. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - ii. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 - iii. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder/Contractor

- (1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - i. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - ii. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- iii. The Bidder/Contractor will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

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- iv. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
2. The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 – Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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Section 6 – Equal treatment of all Bidders/Contractor/Subcontractors

1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders/Contractors/Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 – External Independent Monitor/Monitors (three in number depending on the size of the contract) (to be decided by the Chairperson of the Principal)

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is

under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to/provided to Outside Expert Committee members/Chairman as prevailing with Principal.
8. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
9. The word 'Monitor' would include both singular and plural.

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Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

Section 10 – Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Dhanbad.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal
Bidder/Contractor

For the

Witness 1 :

.....

Witness 2 :

.....

Date

Place.....

DECLARATION

I hereby declare that my / our firm has not been banned or de-listed by any Government or Quassi Government agencies or PSU's.

Signature of the Tenderer
With Seal/Mohar

PART 'A'
BHARAT COKING COAL LIMITED

(A Subsidiary of Coal India Limited)
 OFFICE OF THE GENERAL MANAGER

1. Name of the work : For drain cleaning at PG Pahari NTC
Under Lodna Area

2. Name & Address of the Contractor :
3. N.I.T. Reference : Ref. No. BCCI/LA/Civil/NIT/2011-12/4470
dated 18.10.2011.

4. Date of Receipt of tender : Up to 3.00 P.M. on 07.11.2011

5. Date of open of Tender : At 1.00 P.M. on 09.11.2011

6. Details of E.M.D. : No. _____ Date _____
Rs. _____

7. Money Receipt No. : No _____ Date _____
(for issue of tender paper) Rs.100/-:-

8. Photocopy of PAN :

9. photocopy of TIN No. :
Or Applied copy.

10. Credential against experience :

11. Electronic Bank A/c No :

SIGNATURE OF ISSUING OFFICER

PART-“B”

Issued to the Tenderer_____

For Rs. 100/- Vide MR No._____Dt-_____

Bill of quantity : For drain cleaning at PG Pahari NTC under Lodna Area

Sl No.	Particulars	Qty.	Unit	Rate	Amount
1	Assuming of base of experinnce of 2.25 Nos. Labour supply for cleaning of drain of length 1350 Mtr. per month	12 months	542.12		1,14,505.44

Total : 1,14,505.44

SIGNATURE OF ISSUING OFFICER

I/We quote _____%() on above/ bellow
basis or at par on the estimated rates for all the above items.