



Bharat Coking Coal Limited

(A Subsidiary of Coal India Limited)

Office of the General Manager

Bastacolla Area -IX, P.O: Jharia

Dhanbad-828111

Ref. No: GM / BA-IX/ Excvn / 17-18 /34

Date: 20.09.2017

NOTICE INVITING TENDER.

Sealed tenders in 2 bid system (Techno-Commercial & price bid) are invited from experienced contractor/ Repairer for undertaking the following of Bastacolla Area, BCCL.

Sl. No	Description of job	Estimated value of Tender in (Rs.)	Earnest money (1.25%)of estimated value in (Rs)	Last date & time for submission of tender.	Date and time of opening of tender.	Work completion period	Minimum warranty/ Guarantee
1.	Vulcanizing/permanent joint making in trailing cable of 4.5/5 M ³ EKG Shovel SL.No. HMB-480/S-344 of Rajapur OCP, Bastacolla Area - IX	18,820.00	235.00	06.10.17 up to 12.30 P. M.	06.10.17 1.30 P. M.	05 days from handing over of the Job.	06 months /1500 working hours from the date of completion & handing over the Job.

Copy of NIT & Tender document will be issued to the intending tenderers from 21.09.2017 to 05.10.2017 during office hours from the Office of the General Manager, Bastacolla Area, Excvn. Deptt., BCCL upon submission of DD of Rs. 100/- (Rupees one hundred only) in favour of Bharat Coking Coal Limited payable at Dhanbad or by deposition of cash at cash section of Bastacolla Area. In case the tenderer wants to download from our site www.bccl.gov.in, he should deposit a DD of Rs. 100/- in favour of BHARAT COKING COAL LIMITED payable at Dhanbad or by deposition of cash at cash section of Bastacolla Area. The rest of the details like terms & conditions are in the tender document. The tenders are to be submitted in the tender box placed in the Office of the General Manager, Bastacolla Area, Excvn. Deptt. The sale of tenders shall be stopped one day prior to the last day of submission of tender. The tenderers may inspect the item for repair at Rajapur OCP on any working day during working hours prior to submission of tenders.

**Nodal Officer (Excvn)
Bastacolla Area – IX**

C.C to:-

1. General Manager (Excvn/HOD), Koyla Bhawan BCCL.
2. General Manager, Bastacolla Area -IX
3. Area Manager (Excvn), Bastacolla Area -IX.
4. Notice boards of All Area Manager Excavation Offices of BCCL.
5. Notice board: Bastacolla Area -IX.
6. Area Manager(Finance), Bastacolla Area -IX

TENDER DOCUMENT

1. ELIGIBILITY CRITERIA:-

A) Work Experience: The intending tenderer must have in its name as a prime contractor experience of having successfully completed similar works during last 7 (seven) years ending last day of month previous to the one in which bid applications are invited (i.e. eligibility period) should be either of the following :-

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

The work experience of the bidder for those works only shall be considered for evaluation purposes, which are completed on or before the last day of month previous to one in which Tender has been invited. The experience of incomplete/ongoing works as on the last date of eligibility period will not be considered for evaluation. While considering the value of completed works, the full value of completed works will be considered whether or not the date of commencement is within the said 7 (seven) years period. The cost of completed works shall be given a weightage to bring them at current price level by adding 5% for each completed year (total number of days/365) after the end date of experience (date of completion of work) till one year before the last day of month previous to one in which e-Tender has been invited

Similar work means: Any type of repair work involving welding, rebuilding, machining, grinding & Self Starter/Alternator works of HEMM or machinery, etc. whichever is applicable.

In respect of the above eligibility criteria the bidders are required to submit the following documents
Satisfactory Work Completion Certificate issued by the employer against the experience of similar work containing all the information furnished by bidder on-line. Additionally, bidder should also submit Work Order along with proof of actual date of completion or any other document to substantiate similar nature of work, if the similar nature of work is not mentioned in the work completion certificate. If the experience issuing authority is private body, scan copy of TDS should be provided in support of the said certificate.

B) Financial Turnover: Average annual financial turnover during the last 3 (three) years ending 31st March of the previous financial year should be at least 30% of the estimated cost.
(The "Previous Financial Year" shall be computed with respect to the Publication date of NIT).

If any bidder does not furnish the turnover value for any financial year out of the last 3 financial years, the turnover for that financial year shall be taken as 'Zero' and the average annual financial turnover shall be calculated accordingly.

Financial turnover shall be given a weightage to bring them at current price level by adding 5% in the financial turnover for the 2nd year and 10% for the 3rd year. No weightage will be given in the turnover for the 1st year.

In respect of the above eligibility criteria the bidders are required to furnish the following Documents

- i). Annual financial turnover of each of the last 3 years ending 31st March of the previous financial year.
- ii). Name of the Chartered Accountant issuing the Profit and Loss A/c or the Turnover certificate
- iii). Membership Number of the Chartered Accountant
- iv). Date of issue of financial turnover certificate by CA

OR

Form 16A issued by the employer certifying the payments made against the works carried out.

C) Permanent Account Number (PAN) : The bidder should submit Copy of Permanent Account Number (PAN) issued by Income Tax department, Govt. of India in respect of the firm or proprietor.

D) NSIC/SSI Registration number – The bidder must submit copy of NSIC/SSI Registration Certificate/Memorandum number.

E.) . TAX CLAUSE :

Goods and Services Tax (Not Applicable for Exempted Goods/Services)

The bidder should be either GST Registered Bidder/Dealer **OR** GST unregistered Bidder/Dealer

Copy of documents to be submitted by bidder against Eligibility Criteria

The following documents depending upon the status w.r.to GST as declared by Bidder.

a) Status: GST registered Bidder/Dealer:

Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority.

b) Status: GST unregistered bidder/Dealer:

Document: A Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder/dealer in compliance with the relevant GST rules.

[In case of JV a Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India confirming the status of JV w.r.to GST in compliance with relevant GST rules or GST Registration Certificate of JV]

Note: In case the work/service is awarded to a Joint Venture participating in the tender they have to submit PAN, GST registration (as applicable in the tender and for the bidder status) etc. in the name of the Joint Venture after Award of Work/Service at the time of execution of agreement/ before the payment of first running on account bill.

All duties, taxes (excluding Goods and Services Tax (GST) & GST Compensation Cess

(if applicable) only and other levies, royalty, building and construction workers cess (as applicable in States) payable by the bidder/Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. All investments, operating expenses, incidentals, overheads, leads, lifts, carriages, tools and plants etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.

However, such duties, taxes, levies etc. which is notified after the last date of submission of Bid and/or any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.

The company reserves the right to deduct/withhold any amount towards taxes, levies, etc. and to deal with such amount in terms of the provisions of the Statute or in terms of the direction of any statutory authority and the company shall only provide with certificate towards such deduction and shall not be responsible for any reason whatsoever.

Similarly if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder.

The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess, if applicable. The payment of GST and GST Compensation Cess by service availer (i.e. BCCL) to bidder/contractor (if GST payable by bidder/contractor) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made there under and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of the service provider/contractor.

However, in case bidder/contractor is GST unregistered bidder/dealer in compliance with GST rules, the bidder/dealer shall not charge any GST and/or GST Compensation Cess on the bill/invoice. In such case, applicable GST will be deposited by BCCL directly to concerned authorities.

F) Input tax credit is to be availed by paying authority as per rule.

If BCCL fails to claim Input Tax Credit(ITC) on eligible Inputs, input services and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier/vendor of goods and services in incorporating the tax invoice issued to BCCL in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State) Cess shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes &cess paid based on such Tax invoice shall be recovered from the current bills or any other dues of the supplier/vendor along with interest, if any.

NOTE:- Bid evaluation shall be done after taking into consideration overall quoted price by the bidder and effect of Goods and Services tax (GST), GST Compensation Cess etc. as applicable. L1 will be decided based on cost to the company.

G) AFFIDAVIT: An Affidavit on a non-judicial stamp paper of minimum value of Rs.10 regarding genuineness of the information furnished by him on-line and authenticity of the scanned copy of documents uploaded by him on-line in support of his eligibility, as per the format given in the bid document (as **per Annexure – B**).

H) DECLARATION: Declaration to be submitted in original letter head of the firm as per format in the **Annexure – C**

I) LEGAL STATUS DOCUMENT : Any one of the following document to be submitted

- i) Affidavit to prove proprietorship/Individual status of the bidder.
- ii) Partnership deed containing name of partners
- iii) Memorandum & Article of Association with certificate of incorporation containing name of bidder

NOTE: All the submitted documents if not submitted original must be self-attested, stamped with Company Seal & Notarized

The tenderer shall be barred from taking part in future tender if any document/information submitted is found to be incorrect/false.

2. **LETTER OF BID:** The letter of bid as per format given in the NIT as ANNEXURE- A has to be submitted by the bidder duly signed & stamped. This will be the covering letter of the bidder for his submitted bid. If there is any change in the contents of Letter of Bid submitted by bidder as compared to the format of Letter of Bid in the NIT document, then the bid will be rejected.

3. **EARNEST MONEY**: EMD 1.25% of tendered value is to be deposited in Finance department in cash/ DD in favour of Bharat Coking Coal Limited payable at Dhanbad and a photo copy (self attested) of money receipt is to be enclosed with the technical bid. Tenderer will be liable for rejection without earnest money. The same shall be refundable after the finalization of the tender for the unsuccessful bidders & for the successful bidder the same shall be adjusted towards the security deposit. NSIC registered firms, for tendered job only, will be exempted from EMD, tender paper cost & security deposit.

3. **a) Exemption From EMD** : The bidder claiming for exemption will have to upload the scanned copy of document (attested by notary public) in support of exemption as per NIT. However, Micro and Small Enterprises (MSEs) registered with National Small Industries Corporation Limited (NSIC), a Public Sector Undertaking under the administrative control of the Ministry of Micro, Small and Medium Enterprises will be considered for availing exemption of EMD.

4. **SCOPE OF WORK** : As per ANNEXURE- E.

The tenderer is required to agree to the Scope of work. No deviation will be accepted

5. **WARRANTY**: If any item repaired against the work order fails because of poor workmanship or quality, the same shall be replaced/repared free of cost within 15 days failing which the LD clause as in Sl. No 6. will be applicable & the company shall have the power to recover the total repairing cost of the failed items from any of the pending bills of the repairer. If any assy is repaired departmentally during the warranty period the total cost of repair including spares, manpower & other overhaul cost, will be recovered from the contractor.

6. **L.D. CLAUSE** – Liquidity Damages will be charged @ ½% per week or part thereof subject to maximum of 10% of the total awarded value for delay in completion of work. The same LD clause will apply to the delay in repair / replacement in case of failure under warranty / guarantee.

7. **SECURITY DEPOSIT**: Balance 10% payment shall be kept as security deposit & will be released after successful completion of warranty/guarantee period.

8. **PAYMENT** –90% payment will be made within 30 days of submission of bill after successful completion and acceptance of job. The firms will be required to submit the bank details in the prescribed format along with tender document (See **ANNEXURE - D**) The balance retained 10% payment will be made after completion of warranty period The bank details may be submitted in the original copy or through a photocopy attested by bank.

9. **SAFETY:** Precaution should be taken by the tenderer in case of jobs undertaken at our site. Name of persons Engaged in work at site will be maintained in the register & signed by Engr I/C[X] of the project. In case of any Injury/accident it will be responsibility of the contractor to pay all legal dues to their workers.
10. 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 at his own cost. It shall be deemed that the tenderer has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether they actually visited the site/area or not and have taken all the above factors into account while quoting his rates.
11. All materials, equipment, tools & tackles along with the manpower required for the work will be required to be arranged by the tenderer at his own cost. The BRAND/MAKE of the electrodes used if any along with their PRODUCT NAME & QUANTITY will have to be mentioned in the techno-commercial bids. Only crane & electricity will be provided whenever needed for work at site, free of cost. The requirement must be for a specific period & in advance by one day in case of crane.
12. All the required documents are to be submitted along with techno-commercial bid. The price bid should contain the price only along with the price breakup. Rates must be written in figures & words. If there is a variation, the rates written in words shall be considered only.
- The rate quoted by the bidder payable under the contract shall be exclusive of all taxes & duties as applicable on the last date of submission of tender. All incidentals, overheads etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total bid price submitted by the bidder. The quoted offer should be exclusive of GST. GST will be paid as extra on submission of GST registration. ITC is to be availed by the paying authority as per rule on the basis of ITC Invoice disclosing the GST component separately.
- For calculation of Total Bid Value, component of GST required to be paid by the Bidder or to be paid by the Company i.e. the ranking of the Bidders will be decided based on rates quoted by the bidders (excluding GST) only, i.e. Cost to the Company.
- However GST to be deposited by the Bidder will be added to the Total Bid Value to arrive at the Award Value in case of GST Registered bidder. But, in case of Unregistered Bidder, GST will be added to the Total Value required for the work and will be paid by the company and will get ITC against the same. The rate of GST will be as per guidelines of Central Government for works contract.
13. **Currencies of Bid and Payment:** The unit rates and prices shall be quoted by the Bidder entirely in Indian Rupees only.
14. No subletting of work as a whole by the contractor is permissible. Subletting of work in piece rated jobs is permissible with the prior approval of the department. The Contract Agreement will specify major items of supply or services for which the contractor proposes to engage sub-contractor/sub-vendor. The contractor may from time to time propose any addition or deletion from any such list and will submit proposals in this regard to the Engineer-in-Charge/Designated Officer-in-charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer-in-Charge/Designated Officer-in-Charge will not relieve the contractor from any of his obligations, duties and responsibilities under the contract.
15. The tenderer must clearly indicate the nature & details of work in the tender submitted by them. All submitted documents must be signed by the tenderer. The tenderers are advised to do their own page numbering & also enclose a list of enclosure. All envelopes must be super scribed with the tender Notice No. Name of work & type of bid and the bids should be sealed.

The tenderer or their authorised representative may be present at the scheduled time of opening of tenders & their presence shall be noted.

16. Tenders may be rejected if the required documents are not enclosed. Right to accept or reject any or all the tenders is reserved without assigning any reason thereof.
17. The firms will be required to mention the name of their authorized person with the contact number to whom the contact can be made in case failure under warranty. The information thus given shall be followed by information in writing. However, the time of failure shall start from the time of information is given over telephone.
18. Tenderers will be required to engage minimum 20% of required un-skilled workers from Local Project Affected People (PAP) of nearby villages for jobs of unskilled nature to be done at site. The list of such PAPs recommended by the concerned Mukhia & obtained by Area General Manager has been displayed in the Notice Board. Any further addition will be duly certified by the Mukhia. Labour payment certificate will only be issued by the concerned department based on certification by the authorized representative of the Contractual agency regarding engagement of at least 20% of un-skilled workers from amongst the PAPs
19. **OFFER VALIDITY:** Minimum validity of 120 days from the date of opening of the techno-commercial bids of the tender.
20. **Shortfall Document:** The Contractee may ask for shortfall documents during the evaluation of the bids. These documents shall not be relating to submission of EMD. Request for documents and the response shall be in writing and no changes in the prices of the bid shall be sought, offered or permitted. No modification of the bid and any form of communication with BCCL or submission of any additional documents, not specifically asked for by BCCL, will be allowed and even if submitted they will not be considered by the Contractee. These documents will be allowed to be submitted within the specified time period of 10 (ten) days and no additional time will be allowed.
21. Tenderers will be required to comply to all the provisions of the various prevalent Labour Laws at the time of execution of the job. The tenderer shall have to ensure implementation of CMPF/EPF, if applicable, in respect of the workers deployed by him.
22. 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.
23. 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 and he/they shall intimate officially of having completed the work as per contract.
24. **Change in Constitution of the Contracting Agency :** Prior approval in writing of the company shall be obtained before any change is made in the constitution of the contracting agency, otherwise it will be treated as a breach of Contract.
25. Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenders submitted by such tenderers who resort to canvassing shall be liable for rejection.

26. 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 split up the work between two or more tenderers or accept the tender in part and not in its entirety.
27. Matters relating to any dispute or difference arising out of this tender and subsequent contract awarded based on this tender shall be subject to the jurisdiction of District Court, where the subject work is to be executed.

Nodal Officer (Excvn)
Bastacolla Area -IX

ANNEXURE - A
Format of Letter of Bid

LETTER HEAD OF BIDDER

To,
The Tender Committee
Excavation Department
Block-II Area,
P.O. Nawagarh
Dhanbad – 828306

Subject: Letter of Bid for the work of.....
.....
.....

Ref. NIT No.:dated.....

Dear Sir,

We offer to execute the work as per in accordance with the conditions of the NIT document. The details of the EMD being submitted by us is as follows.

1. Document type.....Amount.....
2. Document Ref and date.....

This Bid and your subsequent Letter of Acceptance/ Work Order shall constitute a binding contract between us.

We hereby confirm our acceptance of all the terms and conditions & Scope of work of the NIT document unconditionally.

Yours faithfully,

Tenderer

ANNEXURE- B

Affidavit

(For genuineness and authenticity of the documents produced before
Tender Committee for verification in support of his eligibility)

I,-----,Partner / Legal Attorney / Accredited
Representative of M/S-----, solemnly declare that:

1. We are submitting Tender for the Work-----

against Tender Notice No.-----dt -----
2. None of the Partners of our firm is relative of employee of -----
----- (Name of the Company)
3. All information furnished by us in respect of fulfillment of eligibility criteria and
qualification information 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 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
banning / delisting of our firm and all partners of the firm etc.

Signature of the Tenderer
Dated-----

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ANNEXURE- C

DECLARATION

I hereby declare that my / our firm has not been banned or delisted by any Government or Quasi Government agencies or PSU's.

I/ We accept the tender document as available and my/ our tender shall be rejected if any tampering is there in the tender document thus submitted.

Signature of the Tenderer

ANNEXURE - D

FOR PAYMENT TO CONTRACTORS

PROFORMA FOR COLLECTING PAYMENT THROUGH ELECTRONIC MODE INCLUDING
ELECTRONIC FUND TRANSFER (EFT) & ELECTRONIC CLEARING SYSTEM (ECS)

1	Vendor/ supplier/ contractor/ customer's name & address (with telephone number & Fax number)	
2	Particulars of Bank Account	
	a) Bank Name	
	b) Branch Name (Including RTGS Code)	
	Address	
	Telephone No. & Fax No.	
	c) 9 – Digit Code Number of the Bank & Branch(Appearing on the MICR Cheque issued on the bank) or 5 digit code number of SBI	
	d) Account Type (S.B. Account/ Current Account or Cash Credit with code 10/11/13)	
	e) Ledger No./ Ledger Folio No.	
	f) Account Number (Core Banking) & Style of Account (As appearing on the cheque Book)	

3. DATE OF EFFECT:

I hereby declare that the particulars given above are correct & complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the scheme. Any bank charges levied by the bank of such e-transfer shall be borne by us.

Date:-

(_____)
Signature of customer/ vendor/supplier/ contractor

Certified that the particulars furnished above are correct as per our records.

(_____)
Signature of the authorized officials from the Bank

ANNEXURE- E

Details of Job to be carried out.

Vulcanizing/permanent joint making in trailing cable of 4.5/5 M³ EKG Shovel SL.No. HMB-480/S-344 of Rajapur OCP, Bastacolla Area – IX

Job to be done: - Vulcanizing/permanent joint making 04(Four number) in trailing cable of 4.5/5 M³ EKG Shovel SL.No. HMB-480/S-344

**Nodal Officer (Excvn)
Bastacolla Area -IX**