

BHARAT COKING COAL LIMITED (A Subsidiary of Coal India Ltd.) Office of the G M, Barora Area, P.O. - Nawagarh, Dhanbad Survey Department

QUOTATION NOTICE

Ref.No. - GM/AR-1/ Survey/Q.N./11/ 5156

Date: 05/06.12.2011

Sealed Quotations on percentage basis are invited from the Bonafide, Resourceful and Experienced contractors for the work detailed herein.

Name of work	Estimate Cost (Rs.)	Earnest Money (Rs.)	Cost of tender Document (Rs.)	Completion period
1. Construction of 25 Nos. of control pillars for establishing Survey stations at New OCP Patch in Phularitand Colliery	28,280.80	285.00	Nil	20 days

- Bill of quantities / Documents may be obtained during normal office hours from the office of the Area Survey Officer, Barora Area from 19.12.2011 to 22.12.2011 Except Sunday/ Holiday) on production of -> Application requesting issue of tender document.
- 2. The Documents shall be given free of cost.
- 3. Quotations must be submitted in Two-Part system (Other credentials in Envelope I and Rate part only in Envelope II) in the office of the Area Survey Officer, Barora Area upto **3.00 PM on 24.12.2011**
- > Part I of the quotation will be opened on same day at 3.30 PM Onwards. In presence of tenderers or their authorized representatives. However, Part II may be opened on same day (Of those tenderers only who qualify for opening of their rate part as per eligibility criteria) / any other day with intimation to the qualified bidders.
- 4. The minimum eligibility criteria for consideration for award of work of the contract shall include the following.
- 4.1 a) 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.
- 4.1. b) Average annual financial turnover of civil works during the last 3 (three) years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost.
- 4.1. c) Similar work means: "Civil Work"
- 4.2. Earnest money can be deposited in the form of Cash or BC / DD in favour of Bharat Coking Coal Limited payable at Dhanbad from any nationalized / scheduled bank acceptable to the company. Tenders not accompanied with earnest money are liable for outright rejection.

P.T.O

- 4.3. Copy of PAN. (Permanent Income Tax Account number).
- 4.4. Sale Tax Clearance certificate copy attested by a Gazetted Officer of the Govt. (Central or State) & TIN No. is to be furnished.
- 4.5. Status of firm- Partnership deed / proprietorship details.
- 4.6.a) Declaration regarding genuineness of the documents submitted & non-relationship in BCCL in original as per format given.
 - b) Declaration that they have not been banned or de-listed by any Govt. or Quasi- Govt.Agencies or PSU's as per formate given
- 5. Conditional / Incomplete tenders will not be accepted and shall be outright rejected.
- 6. Issuance of tender documents does not mean that the parties are considered qualified.
- 7. The validity of the tender will be 120 days from the date of opening price bid or revised price bid if any.
- 8. 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.
- 9. Security deposit shall consist of two parts.
 - a) Performance Security to be submitted at award of work and
 - b) Retention Money to be recovered from running bills.
 - The security deposit shall bear no interest.
 - >Performance Security should be 5% of contract amount (including E/M deposited) and should be submitted within 28 days of receipt of LOA by the successful bidders .
 - >All running on account bills shall be paid at 95% (ninety five percent) of work value. This 5 (five) % deduction towards Retention Money will be the second part of security deposit.
- 10. All Other terms & conditions shall be available in detailed quotation notice.

Area Survey Officer Barora Area

Distribution-

1.GM, Barora Area

- 2. All Area CGM/GM-for display in notice boards
- 3.Addl. G.M./, Barora Area
- 4. Area Safety Officer, Barora Area
- 5. Project Officer, MOCP/SOCP/DMD/PHU/MDH, for unit Notice Board
- 6.AFM/Dy. CPM/ Sr.Cashier, Barora Area
- 7. Area System Officer, Barora Area With a request to display Q.N./Tender Document on web site
- 7. Area Notice Board



BHARAT COKING COAL LIMITED (A Subsidiary of Coal India Ltd.)

Office of the G M, Barora Area, P.O. - Nawagarh, Dhanbad

Survey Department

TENDER DOCUMENT

<u>PART - 1</u>

Name of work 1. Construction of 25 Nos. of control pillars for establishing Survey stations at New OCP Patch in Phularitand Colliery

Quotation Notice No : GM/AR-1/ Survey/Q.N./11/ 5156 Date : 05/06.12.2011

General Conditions

- 1. <u>Any Bids received after the deadline prescribed in the notice due to any reasons whatsoever will</u> <u>not be accepted.</u>
- 2. Quotations thus submitted shall consist of the following:
 - i.) Complete set of price bid/ document as sold, duly filled in and signed on all pages
 - ii). Particulars of Registration with Sales Tax Authorities./ TIN
 - iii). PAN (Permanent Income Tax Account Number)
 - iii) Earnest money deposit (as specified in the Notice)
 - iv) Experience as per the Quotation Notice
 - v) The Performa duly filled in for collecting payment through electronic mode including
 - electronic fund transfer and authenticated by concerned Bank officials is to be submitted.

3. The bid shall be submitted in two separate envelopes.

Envelope- I - Should contain EMD and other required papers as per eligibily criteria.

Envelope –II - Should contain only price bid.

Therafter, all the two envelopes should be submitted in one sealed envelope.

The quotation will be received as shown above at the office of Area Survey Officer / Barora Area,

Quotation will be opened in presence of tenderers or their authorized representatives

4. The earnest money will be retained in the case of successful tenderer and refunded to the

unsuccessful tenderer as promptly as possible after opening of price bid and finalization

of the tender

and will not carry any interest. The earnest money shall be refunded without waiting for

any

application or request from unsuccessful bidders.

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 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 split up the work between two or more tenderers or accept the tender in part and not in its entirety.

10. 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 may be 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 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 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 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.
- 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 tender fail to prove eligibility in terms of 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-opended price bids of the ineligible tenderers shall be destroyed.
- 17. The credentials/documents submitted by the tenderer should be numbered serially and properly taged..
- 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. 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.
- 20. The work shall 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.
- 21. Any Bids received after the deadline prescribed at the Notice due to any reasons whatsoever, will not be accepted.
- 22. In cases where the tenderer fails to commence the work latest within one month of award of he work or within one month of handling over site, whichever is earlier, the Earnest Money shall be absolutely forfeited.
- 23. 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.
- 24. The refund of security deposit shall be subject to company's right to deduct/ appropriate its due against the contractor under this contract or under any other contract. On completion of the entire work as certified by the Engineer-in-charge, one half of the security deposit remaining with the company shall be refunded. The other half shall be refunded to the contractor after issue of No Defect Certificate by the Engineer-in-Charge. on the expiry of Defect Liability Period of six months, subject to the following.

- (a) The defects are rectified to the satisfaction of the Engineer-in- Charge within the said period. or
- (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, defects in drainage etc. should be rectified to the satisfaction of Engineer-in-Charge.

25. 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 dispute failing 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.
- 26. (a) 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.
- (c) The tender shall be submitted either in English or in Hindi.
- 27. Time is the essence of the contract and as such all the works shall be completed within the time stipulated in the NIT/ Work-order

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 etc approved by the Engineer in charge before execution of such items.

- 28. The validity period of the tenders shall be 4 (four) months from 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.
- 29. Banned or delisted Contractors: They are not eligible to participate in the tender. In case it is found afterwards, suitable action shall be taken against them including termination of contract and forfeiting the dues.
- 30. 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 from 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.
- 31. 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 Act, 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 representative of the Principal Employer.
- 32. 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 of the minimum wage fixed by the respective State Govt. or 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 relating thereto.

33. 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/ TIN with updated

period of

validity etc. should be maintained by them.

34. The terms and conditions as mentioned in the tender document are only indicative. For any other matter not mentioned in this tender/ Quotation document the guidelines of the prevailing ``CIVIL ENGINEERING MANUAL`` of `COAL INDIA LIMITED` shall be referred.

Survey Officer, (Survey) Barora Area

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

--

1.VENDOR / SUPPLIER/CONTRACTOR CUSTOMER'S NAME & ADDRESS (with Telephone No. & Fax No.)

2. PARTICULAR OF BANK ACCONT

- A. BANK NAME
- **B. BRANCH NAME** (Including RTGS CODE) ADRESS TELEPHONE NO AND FAX NO
- C. 9-DIGIT CODE NUMBER OF THE BANK & BRANCH (Appearing on the MICR cheque issued on the bank) of 5 digit code No. 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 and complete. If the transaction is delayed or not effected at all for reasons of incomplete or in correct 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 Born by us.

Date:-

Signature of the Customer /Vendor/ Supplier/Contractor

Certified the particulars furnished above are correct as per our records

----) Signature of the Authorized Officer From the bank



TENDER DOCUMENT

PART – II (PRICE-BID)

1. Construction of 25 Nos. of control pillars for establishing Survey stations at New OCP Patch in Phularitand Colliery Name of work

Quotation Notice No : GM/AR-1/ Survey/Q.N./11/ 5156 Date : 05/06.12.2011

Survey Officer, (Survey) Barora Area

Bill fo Quantity for the work of "Construction of 15 Nos. of ventilation stoppings at IX/X/VIIIC combined seam of Phularitand Colliery at 1K Pit"

SN	Description of items		Units	Poto(Po.)	Amount/Do \
5N 1		Quantity	7.50	Rate(Rs.) 162.65	Amount(Rs.) 1219.87
'	Earth work in excavation by mechanical means (Hydraulic	cum	7.50	102.00	1213.07
	excavator) / manual means				
	foundation trenches, drain not				
	exceeding 1.5 m in width as well as				
	10 sqm on plan including dressing of				
	sides and ramming of bottom, lift up				
	to 1.5 m including getting out the				
	excavated soil and disposal of				
	surplus excavated soil as directed				
	within a lead of 50 m.				
	(Soft/Ordinary Rock).				
	Providing and laying cement	cum	7.50	3257.45	24430.87
	concrete of specified grade				
	excluding the cost of centering				
	and shuttering in all works up to				
	plinth level : 1:2:4 (1cement :				
	2coarse sand : 4graded stone				
	aggregates 20 mm nominal size).				
2					
	Centering and shuttering	sqm	10.00	119.25	1192.50
	including strutting, propping etc.				
	and removal of form work for:				
	Foundation, footings, bases of				
	columns.				
3					
	12mm cement plaster of mix: 1:6	sqm	21.25	67.65	1437.56
4	(1cement : 6fine sand).				
	Total				28280.80

I/We hereby quote% above/below of estimated coat

In word

Name & Address of Tenderer:-

Signature of Tenderer

Survey Officer, Barora Area