Bharat Coking Coal Limited

(A Subsidiary of Coal India Limited)

Office of the General Manager

Block-II Area, P.O: Nawagarh, Dhanbad

Ref. No: GM/BII/Civil/Tender/11-12/173 **Dated: 21.04.11**

TENDER NOTICE

Sealed tender are invited on percentage rate basis (above/below) from the experienced and eligible contractors for taking up the following works: -

Sl	Name of work	Estimated cost (in Rs.)	Earnest Money	Cost of Tend.Paper	Time of completion
1	Protection work of nallah at Dam colony near OB dump of JOCP sat Block-II Area	₹ 86,773.00	₹ 900/-	₹ 100/-	1 month
2	Drilling & installation of 2 nos Hand Pumps at Sector-V of Matigarh T/s under Block-II Area	₹ 53,118.00	₹ 550/-	₹ 100/-	15 days

1. Availability of Tender documents: From **04.05.11 to 07.05.11** during working hours.
   The tender documents will be issued on deposition of cost of tender documents in cash with the Sr. Cashier, Block-II Area/DD in favour of Bharat Coking Coal Limited payable at Dhanbad from any nationalized/scheduled bank acceptable to the company on all working days during working office hours except on Sundays/Holidays from the Office of Dy. GM (Civil), Civil Engineering Deptt, Block-II Area during the period mentioned above. Tender can also be downloaded from the website (refer notice clause no 7, 8 & 9).

2.a. Completed sealed tender document (Part0I & Part-II) should be submitted at the same time Part-I shall consist of terms & conditions of the tender. Additional terms & conditions if any tender documents as sold to the tenderers and credentials. Part –II shall consist of price bid duly filled in for rates, amounts etc. The bid shall be submitted in three separate envelops.
Envelop-I should contain EMD and the cost of tender documents if downloaded from the website. Envelop-II should contain Part-I of the tender. Envelop-III should contain Part-II i.e. price bid. Thereafter, all the three envelops should be submitted in one sealed envelope.

2.b. Time and date of receipt/opening of tender.
a) The tender will be **received on 09.05.11 from 10.00 a.m to 3.00 p.m Tender will be received as shown above at the office of the Addl GM; B-II Area, CISF post near Koyla Bhawan gate Koyla Nagar, BCCL Dhanbad, Area-III & Area-I Civil Deptt.**
b) The tender received will be **opened on 10.05.11 at 4.00 p.m** onwards in the Office of AGM, B-II Area.
In the event of the specified date for submission/opening of bids being declared a Holiday, bids will be received/opened on the appointed time on the next working day.

3. Eligibility Criteria:

3.1 a) The indenting tenderer must have in its name experience of having successfully completed similar works during last seven (07) years, ending last day of month previous to the one in which, bid application 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. Two similar works completed each costing not less than the amount equal to 50% of the estimated cost. One similar completed works each costing not less than the amount to 80% of the estimated cost.

Similar works means "Construction/Repair & maintenance job for Sl no: 1 & Drilling of bore holes for Sl no: 2 "

Contd…2

3.1 b) Average annual financial turnover of civil works during the last 3 (three) years ending 31st March of the previous financial year (i.e. for 2007-08,2008-09,209-10) should be at least 30% of the estimated cost. The intending tenderer must submit documentary evidence in support of above 3.1 a & 3.1b in the form of certified copy of work order., completion certificate, payment certificates/vouchers etc indicating the period of works for which the payment has been made duly signed by him/them.

3.2 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 bank acceptable to the company. Tenders not accompanied with earnest money are liable for outright rejection.

3.3 Copy of PAN (Permanent Income Tax Account Number)

3.4 Sale tax clearance certificate copy attested be a gezetted officer of the Govt. (Central or State) & TIN NO. is to be furnished.

3.5 Status of firm-partnership deed/proprietorship details.

3.6 a) Declaration regarding genuineness of the documents submitted & non-judicial relationship in BCCL in original as per format given in the form of affidavit on non judicial stamp paper.

b) Declaration that they have been not been banned or de-listed by any Govt. or Quasi Govt. Agencies or PSU's as per format given.

3.7 The proforma duly filled in for collecting payment through electronic mode including fund transfer and authenticated by concerned Bank Officials.

4. Conditional/incomplete tenders will not be acceptable abd shall be outright rejected.

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

6. Other terms and conditions shall be available in details tender notice/tender documents from website.

7. Details may also be obtained from detailed tender notice/tender documents from website; http://bccl.cmpdi.co.in (**Special conditions for tenderers, downloading the tender document from BCCL Web-site)**

8. Tenderers are required to deposit along-with their tender, a bank draft of any Nationalised/Schedule Commercial Bank payable at Dhanbad exclusively towards the cost of Tender documents for the amount indicated as above, In a separated envelop as stated at clause no 2a of this NIT. Any Bank Draft, prepared after the scheduled closure of sale of tender documents may be liable for rejection.

9. The contents of the tender documents available for sale in our offices shall be deemed as authentic. The bidder will be required to submit an undertaking that they will accept the tender documents as available in the web-site and their tender shall be rejected if any tampering is there in the tender documents thus submitted.

10. 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.

Dy. General Manager (Civil)
Block-II Area

CC to:

1. General Manager, Block-II Area
2. GM (Construction), BCCL Koyla Bhawan, Dhanbad.
3. CVO, BCCL, Koyla Bhawan
4. All CGM/GMs of all Area of BCCL.
5. General Manager (System), Koyla Bhawan – with a request to display NIT on web site. The downloading facility should be available during the period of sale of tender documents only.
6. Addl. General Manager, Block-II Area
7. All Project Officer - MCW/BOCP/JOCP, B-II Area
8. Area Finance Manager/Sr. Cashier, Block-II Area
9. Area Notice Board-through CISF, Block-II Area.
10. Builders Association of India, 316 LIG Housing Colony, Dhanbad.
11. Builders Association of India, Central Akashkinari Kanta, Katrasgarh, Dhanbad

Bill of quantity for protection work for nallah at Dam colony near OB dump of Jamunia OCP at Block-II Area

Sl	Description of items	Qty	Unit	Rate
1	Earth work in excavation by mechanical means (Hydraulic 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. (All kinds of soils).	28.98	M^3	103.40
2	Providing and laying cement concrete of specified grade excluding the cost of centering and shuttering in all works up to plinth level : 1:4:8 (1cement : 4 fine sand : 8graded stone aggregates 40 mm nominal size).	4.83	M^3	2296.15
3	Brick work with FPS bricks of class designation 75 in foundation and plinth using cement mortar 1:6 (1cement : 6coarse sand).	32.22	M^3	2007.00
4	12mm cement plaster of mix: 1:6 (1cement : 6fine sand).	107.80	M^2	67.65
5	White washing with lime to give an even shade: New work (three or more coats).	107.80	M^2	6.75

Dy. General Manager (Civil)
Block-II Area

Rate quoted in figure % above/below (in words)

Name of Contractor

Address:

Details of earnest money

Signature of Contractor:

Bill of quantity for drilling & installation of 2 nos. hand pumps at Sector V of Matigarha under Block-II Area

Sl	Description of items	Qty	Unit	Rate
1	Drilling 100 mm dia bore hole by using DTH mcahine			
	a) 0 Mtr to 20 Mtr	20.00	Mtr	205.00
	b) 20 Mtr to 40 Mtr	20.00	Mtr	211.00
	c) 40 Mtr to 60 Mtr	20.00	Mtr	218.00
2	Supply of 5”(125 mm) dia PVC casing	18.00	Mtr	290.00
3	Supply fitting & fixing mark-II hand pump with cylinder and connecting rod	1	Set	3704.00
4	Making plate from 1.35 mm dia circular with drain	1	One	1175.00
5	Supply 1¼” dia G.I pipe	30.00	Mtr	110.00
6	Labour charge for lowering 1¼” dia G.I pipe	30.00	Mtr	16.00

Dy. General Manager (Civil)
Block-II Area

Rate quoted in figure % above/below (in words)

Name of Contractor

Address:

Details of earnest money

Signature of Contractor:

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 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.

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

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 along with their tender fail to prove eligibility in terms of above criteria. Documents submitted along with 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. 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 the 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 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.

(b)

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.

(b) 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.

Dy GM(Civil)
Block-II Area