

Bharat Coking Coal Limited
(A Subsidiary of Coal India Limited)
Chanch/Victoria Area
P.O.- Barakar, Disst- Burdwan (W.B)

No. BCCL/XII/GM/ADMN/HIRING/NIT/10/5080
06.04.10

Date:

Notice Inviting Tenders

Sealed tenders are hereby invited from bonafied, reputed, competent and resourceful commercial, vehicle operating firms/parties clusive of POL for deployment with CISF, C/V area Unit, BCCL, Barakar, Dist- Burdwan (W.B) as per details available in the tender documents, which are part and parcel of the tender.

Sl. No. –Type of Vehicle
Reqd.

No. of Vehicle

On 24 Hrs. Basis

- | | |
|--|-------------|
| 1. TATA 407 or equivalent vehicles
Provided with soft top for carrying
CISF personal at C.V Area unit,
BCCL | 2(Two) Nos. |
| a) Estimated amount : Rs. 3.37 lac each
Ile. Total Rs. 6.74 Lacs for two vehicles. | |
| b) Earnest money: Rs. 3,500/- per vehicle. | |
| c) Period of contract: Two Years. | |

The Earnest money as Indicated above has to be deposited in the form of Bank draft, on any scheduled bank, drawn on favour of BCCL, CV area No. XII, Payable at Barakar, or in the form of cash receipt, by depositing the requisite amount with the cashier, C.V. Area and the money receipt thereof or the bank draft as the case may be, has to be enclosed in the separate envelope, marked as Part-I (Technical Bid), super scribing the NIT of., Name of Job failing which the tender shall be rejected forthwith.

The earnest money/bid security of the un-successful bidder shall be refunded as promptly as possible after opening of the price bid and finalization of the tender, earnest money deposited dose no not carry any interest whatsoever of the management is fulfilled.

Eligibility criteria of the tenderers :

1. Only Vehicle permitted (Not older than 10 Yrs. On the date of opening of the tenders) to be deployed on hire as per motor Vehicle act, be offered for this purpose, i.e :- The Vehicles which are registered for commercial use as per Motor Vehicles act. The Vehicles which are not registered for commercial use as per Motor Vehicles act., must be registered for commercial use within One Month from the date of issuing of the LOI then Only the work order will be issued failing which LOI shall stand withdrawn.
2. Vehicle are required to be road worthy and in good running condition and should not be more that 10 Yrs. Old on the date of opening of the tender. The vehicles to be provided with for light during winter, tool kit and first aid box.
3. Vehicles are required to be covered under appropriate insurance as per the MV Act and should have been paid up to dt. Road tax/permit feed etc. as per MV as the case may be along with valid registration.
4. The intending tenderer must have in its name as a prime contractor experience os having successfully completed similar work during the last seven years ending last day of the month previous to one in which the bid application are invited, i.e eligibility period should either of the following. :

Three similar completed works each costing not less than the amount equal to 40% of the estimated amount or,

Two similar completed works each costing not less then the amount 50% of the estimated amount.

One similar completed works each costing not less than the amount equal to 80% of the estimated amount.

Evidence of possession of adequate working capital (atleast80% of the value of this work)inclusive of access to lines of credit and availability of other financial resources to meet the requirement.

Sub-contractor's experience and resources will not be taken into account in determining the bidder's compliance with qualifying criteria.

Bitter must indicate the number of vehicles he is offering for hiring vehicle submitting part-I of the techno-economic/tech-no-commercial bid.

Normally, the vehicles should be owned by the tenderer. In case the vehicle is not owned by the tenderer, the details with regn.No./description and multisided legal, the details power of attorney/lease document from the owner authorizing to pay the vehicle under contract is to sub –matted.

Payment:

The hire charge quoted per day shall be inclusive of daily consumption of diesel. Payment of hire charge shall be paid to the bidder for the fact whether the vehicle is used by the management or remains idle unless instructed specifically otherwise. The hire charges should be inclusive of the cost of diesel, maintenance and spares, lubricants, driver etc. – all completed

Penalty:

A recovery at the rate of double the awarded rate per day shall be done in case the bidder fails to provide the vehicle on a particular day or fails to provide replacement of break-down vehicle.

Price of tender document :

The application fee for the tender document shall be Rs. 150/-(rupees one hundred fifty) only which is non – refundable , payable either in cash with the cashier, C.V.Area BCCL Barakar (Burdwan) and money receipt thereof to be submitted to the tender issuing officer, for the purpose, or by bank draft, payable in favour of BCCL, C.V. Area No. XII. On any scheduled bank, payable at Barakar.

Tender documents including general terms and conditions etc. shall be had from the office of the SO(M) Admn. ,C.V.Area, BCCL, Barakar (Burdwan) , on payment of the requisite amount towards the cost of the same, as mentioned above.

Last date of selling of the tenders: 28.04.2010 during office hrs, only till 12 noon on Saturdays. Tenders are to submit two separate envelopes duly sealed and marked part -I and part –II shall contain the proof of deposit of earnest money, experience, credentials etc. and the part-II should contain the price bid.

Last date of opening of the part-I of the tenders is 30.04.2010 at 4 pm at this office in the presence of the attending tenders or their authorized representatives, by the tender committee.

Last date of submission of the tender is 30.04.2010 at 3.30 pm the part-II of the tender will be opened only in respect of the tenders found successful on scrutiny by the T.C.

Tender document can also be downloaded directly from the website of the company at hgpp/bccl.Cmpdil.co.in and such tenderers while submitting their tender will have to enclose a bank draft towards the cost of the tender document along with their tender in a separate envelope, with part-I . the bank draft on any scheduled bank, must be payable in favour of BCCL, C.V Area No. XII, payable at Barakar (Burdwan). Any bank draft toward cost of tender documents, i.e. 20.04.2010 shall render the tender liable for

rejection. The rate offered in part – II should be valid for 120 days from the date of opening of the part – I of the tender.

The company is not under any obligation to accept the lowest tender/ tenders and reserves the right to reject any or all the tender without assigning any reason what so ever and also to distribute the The work and allot the same to more than one tenderer at its discretion.

Staff officer (mining)/admn.
Chanch/Victoria Area.BCCL

Distribution :

The HOD(Public relation), public relations Deptt., BCCL Koyla Bhawan, Dhanbad.- along with five copies of this NIT and terms and conditions, tender papers etc. for Publication in the newspapers/website of the company as per norms and send us the confirmation there of.

All Area CGMS/GMS, BCCL – for wide circulation.

The Sr. ES to CMD/D(T)-Oprn./D(T)P&P/D(P)/D(F)/CVO,BCCL, Koyla Bhawan ,Dhanbad

The GM (IE)/GM (System)/Dy.FM (Admn), C.V .Area.

The GM, C.V.Area.

The AFM/AM(TPTN),CV Area.

The Asstt. Commandant, CISF,C.V.Area.

The Proj. officers, C.V. Area.

The Cashier, C.V. Area.

The OS(Admn), C.V. Area.

Notice Boards , C.V.Area.



Bharat Coking Coal Limited
(A Subsidiary of Coal India Limited)

Part-I Contains 25 Marked Pages

Tender Notice No :Date
:.....

Name of work : Hiring of TATA-407 or equivalent type of vehicle provided with
soft top for carrying CISF personnel.

Date and Time of submission of Tenders :

Date & Time of opening of Tender (Part - I) :

Name & Address of the Tenderer to whom issued :

Date of issue :

Cost of Tender paper: Rs./- (as per Manual)

Cash receipt no. & date :

Signature of the officer issuing Tender Paper

Details of EMD submitted :

Total EMD for Rs. _____ is enclosed herewith by DD/BC No.

.....

Dt.

Drawn in favour of Bharat Coking Coal Limited from Bank.

Signature of Tenderer with

Seal

PART – I

SECTION – 1

INSTRUCTIONS TO BIDDERS

1. SCOPE OF TENDERER :

1.1 THE BHARAT COKING COAL Limited (referred to as Employer in these documents) invites bids for Hiring of TATA-407 or equivalent type of vehicle provided with soft top for carrying CISF personnel (as defined in these documents and referred to as “the works”) detailed given in the Notice Inviting Tenders (NIT).

2. ELIGIBILITY QUALIFICATION OF TENDERER :

- i) Only vehicles permitted (not older than 10 years on the date of opening of tender) to be deployed on hire as per Motor Vehicles Act be offered for this purpose i.e. the vehicles which are registered for commercial use. The vehicles which are not registered for commercial use as per Motor Vehicles Act must be got registered for commercial use within one month from the date of issue of Letter of intent and then only the work order will be issued failing which Letter of intent shall stand withdrawn.
- ii) Vehicles are required to roadworthy and in good running condition and should be not more than 10 (Ten) years old on the date of opening of the tender. The vehicles to be provided with :
 - Fog light during winter
 - Tool kit
 - First-aid box
- iii) Vehicles are required to be covered under appropriate Insurance as per MV Act and should have been paid up to date Road Tax/Permit fees etc. as per MV Act, as the case may be along with valid Registration.
- iv) 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 application are invited (i.e. eligibility period) should be either of the following.
 - a) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost.

Or
 - b) Two similar completed works each costing not less than the amount equal to 50% of the estimated cost.

Or
 - c) One similar completed works each costing not less than the amount equal to 80% of the estimated cost.

- v) Evidence of possessing adequate working capital (at least 20% of the value of this work) inclusive of access to lines of credit and availability of other financial resources to meet the requirement.
- vi) Sub contractor's experience and resources will not be taken into account in determining the bidder's compliance with qualifying criteria.
- vii) Bidder must indicate the number of vehicles he is offering for hiring while submitting Part – I if techno-commercial bid.
- viii) Normally the vehicle should be owned by tenderer. In case vehicle is not Owned by the tenderer, the details with Reg. No./Description and legal documents like Power of Attorney / lease document from the Owner authorizing the tenderer to ply the vehicle under contract is to be submitted.

2.1 OTHER DOCUMENTS TO BE SUBMITTED :

- i) The tenderer shall furnish details of vehicles (to be deployed by him for the contract job) with their Reg. No. and Name & Address of their Owners (Format enclosed).
- ii) Details of office establishment of the agency/owner for emergency contact such as mailing address and Telephone/Mobile numbers should be submitted along with the tender paper (Format enclosed).
- iii) Copies of original documents defining constitution or legal status. Place of registration and principal place of business, written power of attorney of signatory of the bid to commit the bidder;
- iv) Reports on financial standing or Bidder, such as profit and loss statement and auditor's reports for the past five years (Format enclosed);
- v) Permanent Income Tax A/c. No. (PAN).
- vi) Bank Account details to be submitted.

Note : the intending tenderer will have to submit a declaration in support of the authenticity of the credential submitted by them along with the tender in the form of an affidavit as per the format provided in the bid document (Annexure - A)

- 2.2 Even though the Bidders meet the above qualifying criteria, they are subject to be disqualified if they have;
- a. made misleading or false representation in the forms, statements and attachment submitted in proof of the qualification requirements; and / or
 - b. record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history or financial failure etc.

3. ONE BID PER BIDDER :

- 3.1 Each Bidder shall submit only one Bid, either individually, or as a partner in a partnership firm or a partner in a joint venture or a public limited firm. A Bidder who submits or participates in more than one Bid (other than as a sub contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

4. COST OF BIDDING :

- 4.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.

5. CLARIFICATION OF BIDDING DOCUMENTS :

- 5.1 A prospective Bidders requiring any clarification of the bidding documents may notify the Employer in writing at the Employer's address indicated in the Notice Inviting Tender. The Employer will respond to any request for clarification received earlier than 15 (fifteen) days prior to the deadline for the submission of bidding documents, including a description of the inquiry but without indentifying its source. Such response will also be displayed in company's website.

6. AMENDMENT OF BIDDING DOCUMENTS :

- 6.1 Before the deadline for submission of Bids, the employer may modify the bidding documents by issuing addenda.
- 6.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all purchasers of the bidding documents. Prospective Bidders shall acknowledge receipt of each addendum

by cable to the Employer. Such addendum will also be displayed in BCCL website.

7. LANGUAGE OF BID :

- 7.1 In case the bid is signed in a language other than English by the bidder, the total amount of the bid should also be written in same language.

8. DOCUMENTS COMPRISING THE BID :

- 8.1 The Bid, comprising of tow parts, will be submitted by the Bidders as follows :

- a) Part – I of the bid to be submitted in first inner sealed envelope comprising of
 - i) Bid security/Earnest Money Deposit,
 - ii) Letter of the Bidder submitting the bid in the form as stipulated in contractor's bid of section – 2,
 - iii) Qualification information as indicated in section – 2 and documents as required in accordance with stipulations of section 2 and any other materials required be completing and submitting by bidder in accordance with these instructions.
- b) Part – II of the Bid to be submitted in 2nd inner sealed envelop comprising of priced bill of quantities with the original bid document issued to the bidder duly signed by authorized signatory of the bidder on all pages as proof of accepting the conditions of the contract.
- c) In case of such bidders as have downloaded the tender document from website are required to submit the cost of tender document in the form of Bank draft as mentioned in NTT in separate sealed envelope super scribing cost of tender document.
- d) All the inner sealed envelopes will then be placed in one outer envelope, sealed and marked properly as per clause 14 and submitted to the employer at its address before the deadline for submission of the bid as described in clause 15.

9. BID PRICES :

- i) The bidder shall offer for the whole or part works as described in sub clause 1.1, based on the priced bill of quantities submitted by the Bidder. However, the Employer reserves the right to allot part of the work at their discretion and no claims, whatsoever, shall be entertained in this regard.

- ii) The bidder shall fill – in rates and prices for all items of the works described in the bill of quantities. Correction, if any, shall be made by crossing out, initialing dating and re-writing.
- iii) All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause 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.
- iv) The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document.

9.1

A PAYMENT :

- i) The hire charges quoted per day shall be inclusive of daily consumption of diesel. Payment of hire charges shall be paid to the bidder for all days of engagement of the vehicles irrespective of the fact whether the vehicle is used by management or remains idle unless instructed specifically otherwise. The hire charges should be including cost of diesel, maintenance & spares, lubricant, driver etc all complete.
- ii) The payment on running of vehicle shall be based on actual kilometers run as per log book maintained for this purpose and accepted by the controlling officer.

B. RATES :

The rates must be quoted in the format given in the part-II for price Bid as under :

- a) Daily charges for hiring TATA-407 or equivalent type of vehicle including cost of diesel, maintenance & spares, lubricant, driver etc. all complete.
- b) Km charges in Rs./KM run for running of TATA – 407 or equivalent type of vehicle on all routes / locations in / outside Dhanbad municipal limits as directed by Controlling Officer.

No POL will be issued for the vehicle by BCCL. The quoted rate should include the cost of POL and the average consumption diesel in terms of KM/litre taken for calculation of diesel consumption is to be spelt out. The Base price of H.S. Diesel on which the rate is to be quoted, will be taken as

the retail sale price prevailing at IOC, Dhanbad on the date of submission of tender.

The Price Bid (Part-II) shall be submitted in a separate sealed envelope marked as Part II (Price Bid).

C. PRICE VARIATION :

However, price variation on account of increase / decrease in price of H.S. diesel will be applicable, if the price increase or decrease of H.S. diesel is beyond $\pm 5\%$ from the base price of diesel.

In the event of any increase/decrease in the price of H.S. diesel is beyond $\pm 5\%$ the same will be payable / recoverable as the case may be, will be made as per the following formula :

$$I = (P1 - P0) / 6$$

Where I = Increase or decrease in rate (Rs. / Km)

P0 = Base price of H.S. Diesel (Rs. / Litre) on tender submission date
or subsequent revision

P1 = Changed (Current) price of H.S. diesel (Rs./Litre)

However, the base price of H.S. diesel will change to the new price of H.S. diesel prevailing (retail sale price of diesel of I.O.C., Dhanbad) on the date considered after escalation / de-escalation for subsequent period.

D. SERVICE TAX

The Service Tax if applicable & payable, will be reimbursable at the existing rate against documentary evidence that the Service Tax has actually been paid to the Government.

E PENALTY :

A recovery at the rate of double the awarded rate per day shall be done in case the bidder fails to provide the vehicle on a particular day or fails to provide replacement of breakdown vehicle.

10. CURRENCIES OF BID AND PAYMENT :

- 10.1 The unit rates and prices shall be quoted by the Bidder entirely in Indian Rupees.

11 BID VALIDITY :

- 11.1 The rates offered in Part –II should be valid for 120 (one hundred and twenty) days from the date of opening of Part – I of the tender. A bid valid for a shorter period shall be rejected by the Employer.
- 11.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid security for a period of the extension, and in compliance with Clause 17 in all respects.

12. BID SECURITY / EARNEST MONEY DEPOSIT :

- A. The Bid Security / EMD of the successful bidder will be discharged when the bidder has signed the agreement and furnish the required Performance Security / Security Deposit.
- B. The Bid Security / Earnest Money may be forfeited :
- a) If the bidder withdraws the bid after bid opening during the period of Bid validity.

OR

b) In case of a successful Bidder, if the Bidder fails within the specified time limit to:

i) Sign the agreement :

OR

ii) Furnish the required Performance Security / Security Deposit.

OR

c) If the Bidder does not accept the correction of the Bid Price Pursuant to clause 22 & 23 of Section (Part - I).

C. The Bid Security / EMD deposited with the Employer will not carry any interest.

13. FORMAT AND SIGNING OF BID :

13.1 The Bidder shall prepare the bidding documents comprising the Bid as described in Clause – 8 of these instructions to Bidders.

13.2 All documents of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the Bid documents shall be initialed by the person or persons or persons signing the Bid.

13.3 The Bid shall contain no alterations, or additions, except those to comply with instructions issued by the Employer or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid. Erasing or overwriting in the bid document may disqualify the bidder.

14. SEALING AND MARKING OF BIDS :

14.1 The Bidder shall seal the Bid in two or three inner envelopes (as the case may be) and one outer envelope, duly marking the inner envelopes in the following manner:

1st inner sealed envelope will be marked “Part –I bud fir Comprising Bid Security / EMD, with qualification information.

2nd inner sealed envelope will be marked as “Part – II (Price Bid) for

3rd inner sealed envelop (if any) towards cost of tender document for tenderers who have downloaded the tender document from website for

Outer sealed envelop will be marked as bidding documents for

14.2 The inner envelopes placed in outer envelopes shall :

Be addressed to the Employer at the following address :

Chief General Manager / General Manager

.....Area / HQRs BCCL.

inner and outer envelopes will bear the following additional identification :

- Bid for
- Bid Reference No.....

DO NOT OPEN BEFOREHrs. ON

- 14.3 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

15. DEADLINE FOR SUBMISSION OF BIDS :

- 15.1 Bids shall be delivered to the Employer at the address specified above no later thanHrs. on..... In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be received up to the appointed time on the on the next deadline.
- 15.2 The Employer may extend the deadline for submission of Bids by issuing an amendment in accordance with Clause-6, in which case all rights and obligations of the Employer and the Bidders Previously subject to the original deadline will then be subject to the new deadline.

16. LATE BIDS :

- 16.1 Any Bid received by the Employer after the deadline prescribed in Clause 15 due to any reason whatsoever will not be accepted.

17. MODIFICATION AND WITHDRAWAL OF BIDS :

- 17.1 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 8, 13,14 and 15, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL", as appropriate.
- 17.2 No Bid may be modified after the deadline for submission of Bids.

- 17.3 Withdrawal of a Bid between the deadline for submission of Bids and the expiration of the period of Bid validity specified in the Bidding Data or as

extended pursuant to Sub-Clause 11.2 may result in the forfeiture of the Bid Security pursuant to Clause – 12.

18. BID OPENING :

- 18.1 The Part – II of the Bids of the bidders, which are substantially responsive and conforms to the terms and conditions, will be opened after evaluation of Part-I offer and notified to the bidders who fulfill the requisite qualification criteria laid down in the bidding document. In the event of the specified date of bid opening being declared a holiday for the employer, the bids will be opened at the appointed time and location on the next working day.
- 18.2 Envelopes marked “WITHDRAWAL” shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 17 shall not be opened.
- 18.3 The Bidders names, the Bid prices, the total amount of each Bid and any discounts, bid modifications and withdrawals, the presence or absence of bid security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.

19. PROCESS TO BE CONFIDENTIAL :

- 19 .1 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a Bidder to influence the Employer’s processing of Bids or award decisions may result in the rejection of his Bid.

20. CLARIFICATION OF BIDS :

- 20.1 To assist in the examination, evaluation and comparison of Bids, the Employer may, at the Employer’s discretion, ask any Bidder for clarification of the Bidder’s Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing.

21. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS :

- 21.1 Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid :

- a) Meets the eligibility criteria defined in clause 2;
 - b) Has been properly signed
 - c) Is accompanied by the required securities, and
 - d) Is substantially responsive to the requirements of the bidding documents.
- 21.2 A substantially responsive bid is one which conforms to all the terms conditions. And specifications of the bidding documents without material deviation or reservation. A material or reservation is one
- a) which affects in any substantial way the scope quality or performance of the works.
 - b) Which limits in any substantial way, inconsistent with the bidding documents, the employer's rights or the bidder's obligations under the contract or
 - c) Whose rectification would affect unfairly the competitive of other bidders presenting substantially responsive Bids
- 21.3 If a bid is not substantially responsive it may be rejected by employer at its sole discretion.

22. CORRECTION OF ERRORS;

- 22.1 Bids determined to be substantially responsive will be checked by the employer for any arithmetical errors will be corrected by the employer as follows
- a) Where there is a discrepancy between the amounts in figures and in words. The amounts in words will govern, and
 - b) where is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity the unit rate as quoted will govern.
 - c) Discrepancy in totaling or carry forward in the amount quoted by the contractor shall be corrected .
The tendered sum so corrected and altered shall be substituted for the sent originally tendered and considered for acceptance instead of the original sum quoted by the tenderer along with other tender tenders rounding off to the nearest rupee should be done in the final summary of the amount instead of in totals of various of the offer
- 22.2 The amount stated in the bid will be adjusted by the employer in accordance with the above procedure for the correction of errors and shall be considered as binding upon the bidder

23. EVALUATION AND COMPRISON OF BIDS:

- 23.1 The employer will evaluate and compare only the Bids Determined to be substantially responsive in accordance with clause-21.
- 23.2 The employer reserves the right to accept or reject any variation or deviation. Variations, deviations and other factors that are in excess of the requirements of the bidding documents or other wise result in solicited benefit for the bidder, shall not be taken into account in bid evaluation.
- 23.3 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 Employer may require the bidder to produce detailed price analysis for any or all items of the bill quantities, to demonstrate to the internal constituency of these prices with the methods and schedule proposed.
- 23.4 The composite amount will be derived after multiplying the rate per day for hire charges [as per clause 4.(i)] with nos. 365 days and rate per Km[as per clause 4.(ii)] for running multiplied by Y K shall determine the lowest bidder.
[Y= Average run of CISF vehicle (TATA-407 or equivalent) per year]

24. EMPLOYER'S RIGHT TO ACCEPT ANY BID AND NEGOTIATABLE AND TO REJECT ANY OR ALL BIDS.

- 24.1 The employer reserves the right to accept, negotiable or reject any bid and to cancel the bidding process and reject all bids at any time prior to the award of contract, without thereby incurring any liabilities to the affected bidder or bidders or any obligation to inform the affected bidder or bidders or the grounds for the Employer's action.

25. PERFORMANCE SECURITY/SECURITY DEPOSIT:

- A. Security deposit shall consist of two parts:
- a) Performance security to be submitted at award or work and
 - b) Retention money to be recovered from running bills.
- The security Deposit shall bear no interest
- B. Performance security should be 5% o contract amount and should be submitted within 28(twenty-eight) days of receipt of letter of Acceptance (LOA) by the successful Bidder in any of the form given below.
- * A bank Guarantee in the form given in the Bid Document.
 - * Govt. Securities, FDR or any other form of deposit stipulated by the owner.
 - * Demand Draft in favor of Bharat Coaking Coal Limited . on any scheduled bank payable at its Branch at Dhanbad .

The bid security deposited in the form of bank guarantee shall be duly discharged and returned to the contractor, the bid security deposited in the form of Demand draft shall be adjusted against the security deposited

If performance security is provided by the successful bidder in the form of bank Gurantee it shall be issued either:-

- (a) at Bidders option by a Nationalized/scheduled Indian Bank or
- (b) By a foreign Bank located in India and acceptable to employer.

- (c) The validity of the Bank Guarantee shall be for a period of One year or ninety days beyond the period of contract whichever is more.

Failure of the successful bidder to comply with the requirement as above shall constitute sufficient ground for cancellation of the award of work and for future of bid security.

C. Retention money should be deducted at 5% from running bills. Total of performance security and retention money should not exceed 10% contract amount or lesser sum indicated in the bid document

D. 5% Performance Security should be deducted at 5% from running bills. Total of performance security should be refunded after issue of no defect certificates.

26. EMPLOYMENT OF LOCAL LABOUR :

26.1 “contractors” are to employee, to the extent possible, only local project affected people and pay wages not less than the minimum wages fixed by the Law of the Land.

27. LEGAL JURIDICATION:

27.1 Matter relating to any dispute or difference arising out of this tender and subsequent contract awarded based on the bid shall be subject of the jurisdiction at Civil court at Dhanbad Only.

28. TERMINATION, SUSPENSION, CANCELLATION, AND FORECLOSURE OF CONTRACT:

The Company shall, in addition to other remedial to be taken as provided in the conditions of contract, be entitled to cancel the contract in full or in part, if the contractor:-

- a) Makes default in proceeding with the works with due diligence and to continues do so even after a notice as specified in the notice.

OR

- b) Commits default/breach in complying with any of the terms and conditions of the contract and does not remedy it or fails take effective steps for remedy to the satisfaction of BCCL/CISF, then on the expiry of the period as may be specified by the period as may be specified by BCCL/CISF, in a notice in writing.

OR

- c) Fails to complete the work or items of work with individual dates of completion, on or before the date/dates of completion or as extended by the company, then on the expiry of the period as may be specified by BCCL/CISF, in a notice in writing.

OR

- d) Shall offer or give or agree to give any person in the service of the company/ CISF, or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/acts of favour in relation to the obtaining or execution of this or any other contract for the company

OR

- e) Obtains a contract with the company as a result of ring tendering or other non-bonafied methods of competitive tendering.

OR

- f) Transfers, sublets, assign the entire work or any portion thereof without the prior approval in writing from the Officer in-charge. The Officer-in charge may , by giving a written notice, cancel the whole contract or portion of it in default.

28.1 The Contract shall stand terminated under the following circumstance:

- a) if the contractor being an individual in the case of proprietary concern or in the case of a partnership firm any of its partners is declared insolvent under the provisions of insolvency act. For the time being in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any insolvency Act.
- b) in the case of the contractor being a company, it's affairs are under Liquidation either by a resolution passed by the company by the company or by an order of court, not being a organization, or a receiver or manager is appointed by the court on the application by the Debenture holders of the company, if any.
- c) if the contractor shall suffer an execution being leveled on his there goods. Estates and allow it to be continued for a period of 21 days.
- d) on the death of the contractor being a proprietary concern or of any of the partners in the case of a partnership concern and BCCL is not satisfied that the legal representative of the deceased proprietry concern and BCCL is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the company in this respect shall be final and binding which is to be intimated in writing t6o the legal representative or to partnership concern.

28.2 on cancellation of the contractor or on termination of the contractor, BCCL shall have powers:

- a) to carry out the incomplete work by any means at the risk of the contractor
- b) to determine the amount to be recovered from the contractor for completing the remaining work or in the event the remaining work is not to be completed the loss/damage suffered, if any, by the company after giving credit for the value of the work executed by the contractor's materials. Plant, equipment, etc. taken possession of after cancellation.
- c) to recover the amount determined as above, if any, from any moneys due to the contractor on any account or under any other contract and in the event of any shortfall, the contractor shall be called upon to pay the same on demand.

The need for determination of the amount of recovery of any extra cost/expenditure or of any loss/damage suffered by the company shall not however arise in the case of termination of the contract for death/demise of the contractor as stated in clause 28.1(d)

28.3 SUSPENSION OF WORK:

The company shall have power to suspend the progress of the work any part thereof and BCCL may direct the contractor in writing to suspend the work, for such period and in such manner as may be specified there in on account of any default on the part of the contractor, or on ground of safety of the work or part of the thereof. in the event of suspension for reason other than any default on the part of the contractor, extension of time shall be allowed by the company equal to the period of such suspension.

- 28.4 Foreclosure of contract in full or in part – If at any time after acceptance of the tender, the company decides to abandon or reduce the scope of the work for any reason whatsoever, BCCL shall give notice in writing to that effect to the contractor.

In the event of abandonment /reduction in the scope of work, the company shall be liable:-

- a) to pay the contractor at the contract rates full amount for works executed and measured at site up to the date of such abandonment/reduction in the work. The contractor shall. If required by BCCL. Furnish to him books of account, papers relevant documents as may be necessary to enable the Officer-in-charge to assess the amount payable

- b) The contractor shall not have any claim for compensation whatsoever either for abandonment or for reduction in the scope of work other than those as specified above.

29. SPECIAL TERMS AND CONDITIONS FOR THE CONTRACT:

- 29.1 The tenderer shall furnish details of vehicle (to be deployed by him for the contract job) with their Reg. No. and Name & address of their Owners.
- 29.2 In case vehicle is not owned by the tenderer, the details with Reg. No./Description and legal documents like Power of Attorney from the owner authorizing the tenderer to play the vehicle under contract is to be submitted.
- 29.3 Every vehicle deployed shall be inspected for approval by in-charge of vehicle, CISF, or other authorized person as authorized by the management.
- 29.4 The driver deployed on vehicle hired will be in proper outfit and in Uniform as prescribed by the management while on duty.
- 29.5 The uniform and accessories is to be provided by the agency at their own cost.
- 29.6 The drivers should possess valid commercial driving license in his name and should be able to drive the vehicle efficiently and conversant with the driving rules.
- 29.7 Details of office establishment of the agency/owner numbers should be submitted along with the tender paper.
- 29.8 the agency owner will not be provided any garage or accommodation for the staff deployed on vehicle by them.
- 29.9 The agency/owner will ensure that its staff will not at any time divulge/make known any trust information or other matter relating to the affairs of BCCL/CISF.
- 29.10 the agency will ensure that all its staff are properly trained to carry out their duties at their time, all drivers will be employees of the agency and is no case these employees of agency can have whatsoever with BCCL.

- 29.11 The vehicle is to be deployed for 24 hours, along with driver. The salary/wages of driver is to be paid by the vehicle owner.
- 29.12 The vehicle may be engaged on all Sundays and other holidays during the period of contract as required.
- 29.13 The log book of the vehicle will be maintained on daily basis & to be signed by competent personal as decided by CISF.
- 29.14 In case the vehicle will be maintained on daily basis & to be signed by competent personal as decided by CISF.
- 29.15 The vehicle will be released for 04 Hrs for its maintenance once in a week.
- 29.16 The driver of the vehicle will not consume any alcoholic drinks, chew tobacco pan or any other intoxicating materials while on duty.
- 29.17 The owner of the vehicle will submit all required bills and other documents as required by BCCL Management from time to time.
- 29.18 Only vehicles permitted to be deployed on hire as per Motor Vehicle act be offered for this purpose i.e. the vehicle which are registered for commercial use as per Motor Vehicle act. Must be not already registered for commercial use as per Motor Vehicle Act. Must be got registered for commercial use within one month from the date of letter of intent and then only the work order will be issued, in the event of failure to register the vehicle for commercial use within stipulated period, the letter of intent shall stand withdrawn.
- 29.19 Vehicle required to be road-worthy and in good condition and should not be more than 10(ten) years old on the date of awarding the contract.
- 29.20 vehicles are required to be covered under appropriate Insurance as per MV Act. And should have been paid up to date Road Tax/Permit fees as per MV Act. as the case may be along with valid Registration and valid commercial license of the driver.
- 29.21 The tenderer should either be the owner of the vehicle or the competent authorized person/agency for offering the vehicle on hire.
- 29.22 POL to be borne by tenderers.

- 29.23 Only vehicles in good and safe condition having valid fitness certificate permit/licenses etc. and in respect of which the required taxes/fees have been deposited and which are properly covered by insurance, shall be deployed for the work.

The company shall have the right to inspect or arrange inspection of the vehicle/equipments deployed by the contractor for the work at any time and declare any vehicle unsafe and ask for its immediate withdrawal from the site/operation. The contractor shall ensure prompt/immediate compliance of the same.

- 29.24 The contractor shall at his own cost arrange for all materials, stores, spares, tools, tackles, etc. and maintenance/repairs of the vehicle deployed for work. The company shall have no liability whatsoever on this account.

Proper records of such checking/maintenance/repair shall be maintained in a log Book kept on the vehicle for the purpose, which shall be readily available for inspection whenever required.

- 29.25 The contractor shall familiarize himself and fully comply with the provisions of all the acts/Rules/Regulations by laws and orders of the Local Authority/ Municipality. State Government applicable to the worker, Mines act., payment of wages act. Motor vehicle act, Workmen's Compensations act, PF act. Etc. and shall be fully responsible and liable for due observance of the same, BCCL shall have no responsibility/liability whatsoever on these accounts and the contractor shall fully indemnify the company against any claim/dispute/reference award, etc. arising out of the same and an undertaking to this effect is to be provided by the contractor.

- 29.26 In emergent situations and provided the contractor makes an application in this regard, POL, If available with the company, may at the sole discretion of the company, be issued to him with the approval of the general manager but value of the same along with the handling/departmental charges as per the then prevailing rules of the handling/departmental charges as per the then prevailing rules of the company shall be charged from him or recovered from his bills/security deposit.

- 29.28 The contractor shall maintain proper records in English/Hindi of the Vehicles/ persons, Etc deployed for the work, work done, daily attendance of the employees, payment to the employees etc. and the company shall have the right of access to and inspection of these records or to call for any or all these records or to call for any or all these records or ask the contractor shall be found to comply with such instructions.

- 29.28 The company shall have no responsibility liability whatsoever for any accident/ damage to the contractor's vehicle in transit or while engaged in the work.

29.29 DISIPLINE:

- i) the driver deployed must be non-alcoholic, medically fit and their efficient **** must have been verified by the agency/owner of the vehicles.
- ii) In case of negligence, dereliction of duty, disorderly behavior, other misconduct by the driver of the agency, the agency will withdraw the driver concerned immediately and will send suitable replacement within 24 hours.
- iii) In case of emergency like breakdown of law & order or natural calamity/mine accident etc. the agency will deploy a short notice, reasonable number of additional vehicle as per instruction of BCCL.

30. PAYING AUTHORITY:

- i) The contractor shall submit monthly bill in triplicate to the Office-in-charge of CISF, authorized to process the bill
- ii) The paying authority will be Area F.M. for vehicles plying at Area and Dy. C.F.M. (pay), pay section, Koyla Bhawan, for vehicle plying under CISF(HQ, Koyla Bhawan).

[illegible]

Part-I

Section-2

FORMS OF BID AND QUALIFICATION INFORMATION

(to be filled by the bidders)

CONTRACTOR'S BID

Sub: - BID for the work.....

To,

.....

.....

.....

Dear Sir,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying the bidding Documents issued to us. The bid Security/ earnest Money in accordance with the NIT and instructions to Bidders amounting to Rs.....(in figures).....
..... (in words) in the form as stipulated in clause 12 of the Instructions to bidders in enclosed herewith (to be filled by the bidder).

The Bid and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this bid complies with the bid validity and bid security required by the Bidding Documents.

Yours Faithfully,

Authorized Signature.....

Name & Title of the Signatory.....

Name of the Bidders..... (The Contractor)
Address:

Date:
(To be filled in by the bidder)

Encl:
EMD of Rs..... vide.....dt.....

FORMS OF BID AND QUALIFICATION INFORMATION

1. Details of experience for similar nature and complexity of work Use a separate statement for each contrast.

Sl. No.	Number of contract/Name of contract	Name of the employer	Employer's address	Nature of the work and special feature if any:	Contractor's role (check One)1. sole contractor 2. Partner in Joint venture	Value of the total contract	Date of award
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

LETTER OF ACCEPTENCE

(In the letterhead paper of employer)

Ref. No.:

Dated:

To

.....
.....

Dear Sirs,

This is to inform you that your Bid dated For execution of the
..... (Name of the contract and identification number as given in the
instructions to bidders) for the contract price of rupees
(amount in words and figures) as corrected and modified in accordance with the
Instruction to bidders is hereby accepted.

You are hereby requested to furnish performance security deposit in the form detailed in
clause 25 of Instruction to bidder for an amount equivalent to Rs.
Within 28 days of the receipt of this letter of acceptance and sign the contract, failing
which actions as stated in clause 25 of instruction to bidder will be taken.

Yours Faithfully,

Authorized Signatory

Name and title of Signatory
Name of the Agency

Annexure-A

Format of Affidavit
Non Judicial Stamp Paper
AFFIDAVIT

I,Partner/Legal Attorney/Accredited

Representative of M/sSolemnly declare that:

1. we are submitting tender for the work

Against tender notice number dated.....

2. None of the partners of our firm is relative of employee of Bharat Coaking Coal Limited.

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 is found to be false/incorrect at any time department may cancel my tender and action as deemed fit may be taken against me/us, including termination of the contract of our firm and all partners of the firm etc.

Signature of the tenderer.

TABLE -I

Please refer clause 2.1(i) of
ITB.

Type of vehicle	Model & year of manufacture	Reg. No of Vehicle.	Name & address of the owner.
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TABLE II

Please refer cause 2.1(vii) of
ITB.

Name of the Bidder	No. of Vehicles (TATA-407 or equivalent) offer for hiring.

Please refer cause 2.1(ii) of ITB.

Name of the Agency/Owner	Mailing Address	Telephone No.	Mobile No.

Please refer cause 2.1(iv) of ITB.

REPORTS OF FINANCIAL STANDING OF BIDDER

Financial reports of the last five years: balance sheet, profit and loss statement, auditors report etc.

(Copies to be submitted and the following format to be filled up.)

Financial information In Rs.	Actual: Previous five years.				Projected : Next two years		
	1	2	3	4	5	6	7
i. Total assets							
ii. Current assets							
iii. Total Liabilities							
iv. Current liabilities							
v. Profits before Tax							
vi. Profit after tax.							

Evidence of access to financial resources to meet the qualification requirements:

Cash in hand, lines of credit and other Financial means etc. sufficient to meet cash flow

(Cash to be submitted and the following format to be filed up):

Source of financing	Amount in Rs.
1.	
2.	



Bharat Coaking Coal Limited
(A Subsidiary of coal India Limited)

.....

Part-II Contains 1 marked Page

Tender Notice No:

Date:

Name of the Work: Hiring of TATA-407 or equivalent type vehicle provided with soft

top for carrying CISF personal.

Date and Time of submission of tenders :

Date & time of opening of tender (Part-II):

Name & Address of the Tenderer to whom Issued:

Date of issue :

Cost Tender paper : Rs...../- (as per manual)

Cash receipt No. & date:

Signature of the issuing Tender Paper.

PART- II

PRICE BID

PERFORMA

Bill of Quantity for engagement of one TATA-407 or equivalent light vehicles provided with soft top for carrying CISF personal

Sl. No.	Description of Work	Quantity	Rate quoted		Unit	Amount Rs.
			In figures	In words		
1	Daily charges for hiring TATA-407 or equivalent type of vehicle including cost of diesel, maintenance & spares, lubricant, driver etc. all complete	365 days			Rs. Per day	
2	K.M. charges for running of TATA-407 or equivalent type of vehicle on all routes/ locations in/out side Dhanbad municipal limits are directed by controlling Officer.Km Per vehicle			Res. Per Km	
Total (for One vehicle)						

* Average run of CISF vehicle (TATA -407 or equivalent) in last one calendar year is to be filled up area. (This is for evaluation Purpose only, the actual may vary.) Total Km. run/vehicle should be assessed by the area of the basis of normal running in the previous year and future requirement on realistic basis & to be filled before issue of the document.

No. of vehicle proposed to be given on hire nos.

Total amount quoted for Nos. of vehicle = Rs.....

Note:

The Base price of H.S. Diesel on which the rate has been quoted should be the retail sale price prevailing at IOC, Dhanbad on the date of Submission of tender or subsequent revision.

Signature of the agency with seal.