# BHARAT COKING COAL LIMITED ( A Subsidiary of Coal India Ltd) Office of the Chief General Manager/General Manager Katras Area, P.O.: Sijua ( Dhanbad )

#### Ref.No.BCCL:IV:Excvn:NIT:2011-12:02

Date:18.05.2011

#### NOTICE INVITING TENDER

Sealed quotations/tenders in two bids(Techno-commercial & Price bid) are hereby invited from experienced and eligible contractors for taking up the following jobs of AKWMOCP, Katras Area, BCCL.

Description of Job	Estimate d value of tender	Earnest Money( 1% of estimate d value)	Last date & time for submissio n of tender	Date & time of opening of tender	Work completion period	Warranty/G uarantee period
For Complete changing of track bar and roller circle including accessories in EKG Shovel -483 to be taken out from grounded EKG Shovel S/38.	98,796/-	Rs.988/-	01.06.2011 At 3.00P.M	01.06.2011 At 3.30PM	Within 20 days of issue of work	Six months from the date of fitment or 1000 W/ Hrs. whichever comes earlier from the date of receipt.

#### Issue of Tender document : 25.05.2011 to 30.05.2011 Closing date : 31.05.2011

(Issue of their document will be done on all working days during working hours except Sunday & Holiday). In the event of the specified date for submission /opening of bids declared a holiday by the employer. The bids will be received/ opened on the appointed time on the next working day. Tender should be submitted in one envelop super scribing NIT No. with date of opening.

# **1.Eligibility Criteria:**

a)The intending tenderer must have in its name/experience of having successfully completed similar works during last seven years ending last day of month previous to the one in which bid applications are invited (i.e. eligibility period) should be either or 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.

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

b)Similar work means : HEMM/E&M repairing works.

c)Financial capacity : Average annual financial turnover of HEMM/E&M repairing related works during the last three years ending  $31^{st}$  March of the previous year should be at least 30% of the estimated cost.

d)Income Tax Clearance Certificate/PAN No. And Sales Tax Registration /VAT/CST Certificate is to be submitted with the tender documents. The submitted documents should e attested by a Notary.

# **TERMS & CONDITION:**

2. Earnest Money : 1%

The earnest money may be deposited in the form of Bank Draft in favour of BCCL on any nationalized Bank payable at its Dhanbad branch or may be deposited in cash in Finance Department, Katras Area and money receipt in original to be submitted along with the offer.

The cost of tender document shall be Rs. 100/- payable either in cash or Bank Draft drawn in favour of BCCL on any nationalized Bank payable at its Dhanbad branch. This will be non refundable.

- 3. The validity of the tender will be 120 days from the date of opening of price bid or revised price bid, if any:
- 4. Completed sealed tender document(Part-I & Part-II) will be received on **01.06.2011** up to 3.00 P.M. in the office of the Area Manager (Excvn), Katras Area and will be opened on **01.06.2011** at 3.30 P.M. on the same day in presence of the intending tenderer or their authorised representatives. The part-II will be opened only after the departmental is satisfied that the criteria fixed are fulfilled and also the earnest money deposited.
- 5. Conditional tender will not be considered.

# **PAYMENT TERMS:**

30 days after submission of bill.

# **PERFORMANCE SECURITY:**

Performance Security @ 5% will be deposited before commencement of the work and will be released after successful completion of guaranteed period.

# WARRANTY/GUARANTEE:

Repaired job should be warranted for the period of Six months from the date of fitment or 1000 working hours whichever comes earlier from the date of receipt.

#### **INSPECTION:**

Final inspection of repaired job will be made by Engineer Incharge (Excvn), AKWMOCP, Katras Area.

# **PENALTY:**

For any delay in completion of job 1% of the bill will be deducted for every one week delay or part thereof subject to maximum 5% of the total amount.

# PERIOD:

Completion period is 20 days from the date of handing over the job.

# **GENERAL** :

Payment to the workers engaged by contractor will be their responsibility as per prevailing minimum wages act. The contractor should abide all safety rules, mine rules applicable to the mines as per Mines Act. This includes training of contractor's workmen under vocational training rules and providing safety appliances to workers. Liability of payment in respect of any accident to any workmen employed by contractor under the contract will be solely on their account and any expenses incurred by the department (BCCL) in dealing with such matter will be recovered from contractor's bill.

The tender may be rejected if the required documents are not enclosed. Right to accept or reject any or all the tenders is reserved without assigning any reason thereof.

All safety gadgets like safety belt, helmet, leather apron, goggles, leather hand gloves, are to be provided by the contractor to the workmen engaged by them. Contractor will be also arranging for supervision of work.

Before submission of offer, Tenderer can inspect the job.

#### AREA MANAGER (EXCVN) KATRAS AREA

c.c.to: 1. Area Notice Board
2. General Manager (Excvn), Koyla Bhawan, HQ
3.General Manager, Katras Area
4.Addl.G.M., Katras Area : For information
5.Area Manager (Excvn): All Areas ,BCCL
6.A.F.M., Katras Area – to depute his representative on above date positively.
7.Project Officer: AKWMC
8.Engr. Incharge(Excvn): AKWM OCP/Dy. FM-AKWMC

Note: Uploading of NIT in BCCL Website

# BHARAT COKING COAL LIMITED ( A Subsidiary of Coal India Ltd) Office of the General Manager, Katras Area –IV PO: Sijua Distt: Dhanbad

#### TOP SHEET OF TENDER DOCUMENTS

1.	Name of the Work	:
2.	Name of the place	:
3.	Tender Notice No. & date	:
4.	Date of Issuing of Tender Document	:
5.	Date of submission of tender Document	:
6.	Date of opening of tender	:
7.	Name and address of the Company	:
8.	Estimated cost	:
9.	Earnest Money	:
10.	Cost of Tender paper	:
11.	Name and address of the Agenc	y:
12.	Time of completion	:

M/s./ Sri. Address:

Date :

Signature of the Tenderer

Signature of the Officer Issuing Authority

# BHARAT COKING COAL LIMITED ( A Subsidiary of Coal India Ltd) Office of the General Manager, Katras Area –IV PO: Sijua Distt: Dhanbad

Part- I Techno Commercial Bid

#### All tenderers should furnish the following information along with tenders

1.	Name of Tenderer	:
2.	Whether individual , partnership or limited Company	:
3.	Postal Address of the company, Proprietor together With their telephone No./Mobile No.	:
4.	In respect of partnership limited company the name of Other partners /directors together with their address	:
5.	List of other Firms/Partnerships doing the business in BCCL, wherein the above Firms/Partners/Directors are Concerned with.	:
6.	Whether proprietors/Partners/Directors and connected With any employees working in BCCL, if so details of the Employees designation and place of posting.	
7.	Any contract being carried on in BCCL, by the above Firr	n:

- /Proprietor/Partnership limited company in his own name and if so, the details of the contract being executed.
- 8. Details of Sales Tax /Income Tax Registration No.,PAN : Card No., if any

This detail will firm a part of the tender paper. Failure to fill up these data will open automatic rejected of the tender.

### Signature of the Tenderer

# **CERTIFICATE TO BE FURNISHED BY THE TENDERER**

I /We hereby certify and a solemnly declare that I/We am/are not related to any employee of BCCL/ CIL , directly/indirectly . In the event of my/our declaration being found false either at the time of submitting the tender of thereafter the department will reserve the full right to treat my/our tender to cancel without assigning reasons what-so-ever and without else any further reference to me/us.

Signature of the Tenderer

Annexure 'A'

#### **GENERAL TERMS AND CONDITIONS**

- 1) Definition:-
  - (i) The word ' Company' wherever occurs in the conditions, means the Bharat Coking Coal Limited represented at BCCL, Hqrs. By the G.M.(Excvn),HQ of the BCCL, Headquarters or his authorized representative of any other officer of any other officer specially deputed for the purpose.
  - (ii) The word contractor/contractors wherever occurs means the successful tenderer/tenderers who has/have deposited the necessary Earnest Money and has /have given written intimation about the acceptance of tender.
- 2) <u>Responsibility of the Contractors:</u>
  - (i) The BCCL reserves the right to let other contracts in connection with the Project and the Contractor/Contractos shall co-operate in the works for the introduction and stores and materials and execution of his/their works.
  - (ii) The Contractor/Contractors shall keep on the works during the progress a competent Superintendent and necessary assistants who shall represent the contractor's in his their absence . Important directions shall be confirmed to the contractor(s) in writing. If the contractor' /contractors' in course of the work finds/find discrepancy between the drawing forming part of the contract documents and the physical condition of the locality or any errors or commissions in drawings except these prepared by himself/themselves and not approved by the Engr.Incharge, it shall be his/their duty to immediately inform the Engr. Incharge in writing and the Engr. Incharge shall verify the same. Any work done after such discovery and without intimation as indicated above will be done it the risk of the contractor/contractors.
  - (iii) The Contractor/Contractors shall employ only competent, skilful and orderly men to do the work. The Engineer Incharge shall have right to ask the contractor/contractors to remove from the work the ny men of the contractor/contractors who in his opinions is undesirable and the contractor/contractors will have to remove his within three hours of such orders.
  - (iv) Precautions shall be exercised at all times for the protection of persons(including employees) and property. The safety required or recommendation by all applicable laws,courts,status and regulations will be observed. In case of accidents, he they shall be responsible for compliance with all the requirements imposed by the Workman's compensation Act or any other similar laws in force and shall indemnify the company against any claim on this account. All scaffoldings, ladders and such other structures which the workmen are prepared to us shall be examined by the Engr. Incharge or his authorized representative wherever they want and the structure must be strong double and of such design as requird by them. In no case any structure condemned by the Engr. Incharge, or his authorized

representative shall be kept on the work and the structure must be pulled down within three hours of such condemnation and any certificates of introductions, however, shall in no way detract the contractor/contractors from his/their responsibility as an employer as the Company shall in no way be responsible for any claim.

- (v) The Contractor/Contractors shall at all ties exercise reasonable precautions for the safety of employees in the performance of his/their contract and shall comply with all applicable provision of the safety laws drawn up by the state of Central Govt. or Municipalities and other authorities in India. The contractor/contractors shall comply with the provision of the safety handbook as approved and amended from time to time by the Govt. of India.
- (vi) The contractor/contractors shall familiarize themselves with and be governed by al laws and rules of Indian and Local statutes and orders and regulations applicable to his/their work.
- (vii) The contractor/contractors shall furnish the Engr. Incharge or his authorized representative with work reports from time regarding the contractor/contractor's organization and the progress made by him/them in the execution of the work as per the contract agreement.
- (viii) All taxes, whether Local, Municipal, Provincial or Central etc. and cess royalties etc. those are payable may become payable shall be to the contractor's/contractors account and shall be deemed to have been included in the work to the executed by him/them. The contractor/contractors' will have to produce certificate from the appropriate authorities of the State Govt. to the effect that all dues about royalties have been paid. This certificate will have to be produced before the final payment made security released.
- (ix) The contractor/contractors shall make his/their own arrangement for all materials to us, staff and labour required for the contract, which shall include cost of railway freight, other expenses and any other charges for the completion of the entire satisfaction of the compny.
- (x) The contractor/contractors shall make their own arrangement for carriage of all materials to the work site at his/their own cost and supply of all water required for the contracted work and drinking water to his/their workmen.
- (xi) The work shall not be subject to any other Party, unless approved by Engineer Incharge in writing.
- (xii) 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 or the minimum wages fixed by the respective State Government as may be in force and in this matter and the decision of the Company shall be and final bindings.
- (xiii) All account shall be maintained in English and the Company shall have the right of access and inspection of all such books of accounts etc. relating to payment of labourer considered necessary and the

Company may arrange for witnessing to the labourer by the representatives.

(xiv) The Contracto/Contractors shall in addition to any indemnity provided by Law indemnify the Company against all liabilities whatsoever arising out of the Workman's Compensation Act, 1923 or any enactment and amendments thereto and shall be wholly responsible for observance of all statutory rules and regulations under any act or award of the Govt. in force in matters relating the employment, payment and retrenchment of labout.

> No claim shall lie against the company for damage done by any act of or God on account of circumstances beyond the Company's contractor.

If in any matter which is not expressly provided for or against the condition of any matter or practice appears prej udicial to the interest of the company/or the publics. The Company may call upon the Contracto/Contractors to remedy modify or remove such matter or practice and this shall be binding on the contractor/contractors.

No interest is payable on amounts withheld under the item of the agreement.

The company shall be at liberty to deduct from the security deposit or from any other sum due or to become due under the contract or under any other contract all sums that becomes due to the Company. All bill shall be preaudited before payments. Payments will be made by cheque only.

#### 3) Termination of Contract:-

The contract may be rescinded and the security deposit and other dues of this work or any other work done under the company may be forfeited and brought under the absolute disposal of the Company. If in the opinion of the company (i) either the work is not progressing satisfactorily or is not likely to be completely within the stipulated time or (ii) if the contractor/contractors fails to comply with the terms and conditions (iii) if it is found that the irregularities mentioned under clause 2(xi) above have been committed.

On receipt of notice of termination of contract the contractor/contractors would be entitled to payment fo work actually done exception in case of condition (iii) above and he amount to be paid will be decided by the Company in the light of clause 6(a) and (b) above.

# 4) Adjustment of the Dues:-

If any sum found due from & payable to the Company by the contract the contractor/contractors in connection with any

other contract contractors, the company shall have right and liberty to adjust the same out of the dues under other contractors. The contractor/contractors shall during the currency of the Contract employ apprentices for specified period as may be requi red in writing by the Engineer Incharge. The contractor/contractors shall train them as required under the Apprentices Act, 1961 and shall be responsible for all the obligatios of the employer under the said Act. Including the liability to make payment apprentices as required under the Act.

5)

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

		To be submitted in triplicate
1.	VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S	
	NAME & ADDRESS(With Telephone & FAX No.)	
2.	PARTICULARS OF BANK ACCOUNT:	
	A. BANK NAME	
	B. BRANCH NAME	
	(INCLUDING RTGS CODE)	
	ADDRESS:	
	TELEPHONE NO.	
	FAX NO. :	
	C. 9-DIGIT CODE NUMBER OF THE BANK &	
	BRANCH	
	(Appearing on the MICR cheque	
	Issued on the Bank) or 5 digit code no.	
	of S.B. I.	
	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 incorrect information, I would not hold the User institution responsible . I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the Scheme. Any bank charges levied by the bank for such e-transfer shall be born by us.

Date:

Signature of the Customer/ Vendor/Supplier/Contractor

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

Signature of the Authorised official from the Bank

\_\_\_\_\_