

**BHARAT COKING COAL LIMITED**

(A Subsidiary of Coal India Limited)

**Regd. Office: KoylaBhawan**

**OFFICE OF THTERN WASHERY ZONE  
SUDAMDIH**

**PART – I**

**( TO BE SUBMITTED IN SEPARATE ENVELOP )**

1. Name ofwork : Annual Maintenance Contract for 40T Electronic Road Weighbridge of Sudamdih coal washery

2. Type of Firm : Individual/ Proprietorship/ Partnership

2. Name of Tenderer :

Address (with Pin Code) :

Contact No. (Tel / Mob.) :

3. N.I.T. Reference ::BCCL/GM(EWZ)/F-Cont./14-15/3467-72 Dated 10.07.2014 & Corrigendum Ref. No. BCCL/GM(EWZ)/Corrigendum (Time Extension )/6195-201 dated 17.10.2014

4. Date of Receipt of tender : From 10.00 A.M. to 12.00 A.M. on 31.10.2014

5. Date of open of Tender :At 12.30 P.M. on 31.10.2014

6. Details of E.M.D. : No. Date

7. Details of Cost of Tender : No Date  
paper

**SIGNATURE OF ISSUING OFFICER**

P.O.Sudamdih, Dist. Dhanbad.-828126, JHARKHAND

dt.17.10-2014

1. GM, EWZ
2. GM (Ws), WWZ: For wide circulation, please.
3. All P.Os (SCW,BCW,PCW)
4. All TC Members, EWZ
5. ZFM, EWZ
5. MT (System), EWZ: For Uploading in Co's website
6. Notice Board, EWZ

**BHARAT COKING COAL LIMITED**  
*(A Subsidiary of Coal India Limited)*  
**Office of the General Manager**  
**EASTERN WASHERY ZONE**  
**P.O.-Sudamdih- 828126, Dist-DHANBAD, JHARKHAND Ph: 0326-2383208**

**OPEN TENDER NOTICE**

Ref: BCCL/GM (EWZ)/F-Contract/14-15/3467-72

Dated 10.07.2014

Sub: Annual Maintenance Contract for 40T Road Weighbridge of Sudamdih coalwashery.

Type	Capacity	Make	Quantity	Location
Pitless type 04 load cell	40 T	- -	01	Sudamdih Washery Dump Hopper Area

Sealed tenders are invited from bonafide, experienced and resourceful contractors for the following work:-

Sr.	Description of work.	Estimated Value	Cost of tender paper	Earnest Money	Time of Completion
01	Annual Maintenance Contract for 40T Electronic Road Weighbridge of Sudamdih coalwashery.	₹ 30918.16	₹ 100.00	₹ 310.00	06 months

**Earnest Money** for the jobs quoted by the tenderers should be submitted in the form of Bank Draft drawn on a scheduled bank, issued in favour of Bharat Coking Coal Ltd, Payable at Dhanbad, in separate envelope. It should be clearly mentioned on the envelope as “Earnest Money Deposit”

Date & Time of submission of tender (Part- I & II) up to - **12.00 AM on 25.07.2014**

Date & Time of opening of Part-I at **12.30 PM. on 25.07.2014**

Date & Time of opening of Part- II to be communicated after evaluation of Part- I of the tender.

Sale period of the tender: from 18.07.2014 to 24.07.2014

Availability of tender documents: tender documents will be available at the office of the CM (CP), EWZ, Sudamdih.

Tender Documents will be available on payment of tender fee of Rs 100.00 (Rupees One Hundred only) inclusive of VAT. The payment of fees will be made in Demand Draft in favour of Bharat Coking Coal Limited, payable at Dhanbad between the period 18.07.2014 to 24.07.2014 during office hours on all working days.

**Tender document is also available on our website [www. bccl. gov .in](http://www.bccl.gov.in)**

The bidders, who download the tender documents from the website of the company, will be required to pay the cost of tender documents, by Bank Draft, in separate envelope. It should be clearly mentioned on the envelope as “Cost of Tender Document” (as per NIT) at the time of submission of tenders. Non-deposition of tender fee & Earnest Money will lead to disqualification of the tender.

The bidders will be required to submit an undertaking that they will accept the tender documents as available in the website and their tender shall be rejected if any tampering in the tender document is found to be done at the time of opening of tender.

The company shall not be responsible for any delay / difficulties / inaccessibility of the downloading facility for any reason whatsoever. The downloading facility shall be available during the period of sale of tender paper.

**General Instructions for Submission of Tender**

Tenderer is required to submit his offer in sealed covers giving reference to this Tender Notice No. and date, containing offers in two parts-I & II. Part I & II should be in sealed covers clearly superscribing as part I & II on the respective envelopes.

Part I will contain technical bid comprising of eligibility criteria, declaration by the bidder, average annual financial turn over, bank account details duly certified by Bank Manager.

Part II of the offer should consist of rates quoted by the bidder in the format given in the tender document.

Part II envelopes will be opened only in respect of such tenderers as found valid/qualified after scrutiny of part I.

The Bank Draft towards the cost of tender documents and the undertaking of the tenderer shall be submitted in a separate envelope marked "Cost of Tender Documents and the Undertaking" and not with Part-I or Part II covers. Similarly Bank Draft towards Earnest Money should be submitted separately in an envelope marked "Earnest Money" on the envelope and not with Part-I or Part-II.

In case of any discrepancy between the tender documents downloaded from the website and the master copy available in the office, the latter shall prevail and will be binding on the tenderers. No claim on this account will be entertained.

The last date for receipt of tender in the sealed tender box is 25.07.2014 up to 12.00 AM. The sealed Tender Boxes will be available in the office of CM (CP), EWZ, Sudamdih. The tender will be opened on 25.07.2014 at 12.30 PM in the office CM (CP) in presence of the bidder or its authorised representative.

**Validity period of offer:** Not less than 120 days after the deadline after opening of the price bid.

**Period of Contract:** For 06 months from the date of actual handing over of the site/machine. On the periodical review of the performance of contract, if it is found to be satisfactory, BCCL authority may consider extension as per terms of NIT on mutual consent.

The company is not under any obligation to accept the lowest tender/tenders and reserve the right to reject any or all tenders without assigning any reason whatsoever and also to distribute the work to more than one tenderer at its sole discretion.

Chief Manager (CP)  
EWZ, Sudamdih

## **Instruction to the Bidders**

### **1. SCOPE OF THE TENDERER:**

1.1 Bharat Coking Coal Limited. P.O- BCCL Township, Dist- Dhanbad, Jharkhand, India, hereby refer as employer/owner/company in these documents invites bids for annual maintenance services of road weighbridges for 06 months.

1.2 The successful bidder has to complete all the works/ services as specified in the contracts.

### **2 ELIGIBILITY AND QUALIFICATION OF THE TENDERER IS LAID DOWN IN THE TENDER DOCUMENT.** The bidder has to provide all signed declaration on the tenderer's letter head duly authenticated by the tenderer/ constituted attorney of the tenderer with full signature and seal.

- a) Copies of original documents defining the constitution of legal status, place of registration and principal place of business; written power of attorney of signatory of the bid to commit the bidder.
- b) (i) Total monetary value of contractual work for each of the last 03 years.  
(ii) Experience of having successfully executed similar works in last seven years, as detailed below:

#### **ELIGIBILITY CRITERIA:**

**I.** To qualify the award of the contract, the intending tenderer must have in its name as a Prime contractor experience of having successfully completed similar works during last 7 years, ending last day of the month previous to the one in which applications are invited should be either of the following:-

- i. Three similar completed works costing not less than the amount equal to 40% of the estimated cost.

OR

- ii. Two similar completed works costing not less than the amount equal to 50% of the estimated cost.

OR

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

**II.** Average annual financial turnover during the last three years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost.

Note: Similar work means Annual Maintenance Contract of fully electronic Pit/Pitless type Road weighbridge of 30 MT capacities or above.

**III.** The intending tenderers must have in its name as a Prime contractor Valid License from Legal Metrology Department of the concerned state to undertake repairing of Road weighbridges.

**IV.** Tenderer must submit documentary proof in support of above in the form of payment/completion certificate issued by Govt. /PSU Organizations for which they have worked (to be submitted in Part I).

- c) Report on financial standing of bidder such as profit & lost statement, auditors report for last 03 years. Documents showing the financial status of the organisation.
- d) Information regarding any litigation current and during the last five years in which the bidder is involved, if any.
- e) Permanent Account Number (PAN)
- f) Declaration that the bidder was not banned or de-listed by any government/ semi- government/ PSUs. If this declaration is not given the bid will be rejected as non-responsive.

- g) PAN based service tax registration with competent statutory authority.
- h) It is mandatory for all bidders to sign integrity pact, if applicable. The Performa of integrity pact is enclosed.
- i) Bidders have to declare that none of their relatives are employed in the Company.
- j) List of skilled manpower with qualification and designation.

3. ONE BID PER BIDDER: Each bidder shall submit only one bid either individually or in the partnership form or partner in a joint venture or a public limited firm. A bidder who submit or participate in more than one bid will cause all the proposals with the bidder participation will be disqualified.

4. LANGUAGE OF THE BID: All the bids will be in English language.

5. Bidders may modify or withdraw their bids by giving notice in writing well before the deadline or extended deadline. Withdrawal of bid between the deadline of submission of bid and expiration of the period of bid validity as specified in the bid document may result in forfeiture of bid security.

6. 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.

7. 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 or by cable, telex, or facsimile.

#### **C. SPECIAL TERMS & CONDITIONS FOR AMC:**

##### **1. SCOPE OF WORK:**

The work involved & AMC charges shall include repair / rectification / replacement of all components as mentioned below:-

- (a.) Electronic digitizer, PC with complete peripherals, PCBs, VDU Monitor, Printer, Printer head, Control cables & joint boxes.
- (b) Associated, customised weighing software of the company complete with data security and software requirement for online data transfer to BCCL Head Quarters server.
- (c) Load Cells with mountings, Weigh Platform.
- (d) Maintenance of UPS System, batteries.
- (e) All Electrical & mechanical items required for metrological accuracy of the weighbridge
- (f) Maintenance of test weights.
- (g) Any other item required for running of the weighbridge and provided by the bidder during the contract.
- (h) Air conditioners with stabilizer.
- (i) Maintenance of the existing earth pit i.e. proper connection to earth pits and lightning arrestors, surge protection devices etc will also be in the scope of AMC.
- (j) CCTV camera system complete with hardware & software as installed in weighbridge computer with due security

EXEMPTIONS: (a) All consumable items such as ribbons, cassettes, paper rolls, diskettes and Printing stationary, hard disks, printer cartridge, Distilled water, petroleum jelly etc to be provided by the company. Repair of Civil & structural foundation of weighbridge, approach ramp, civil repair work of weigh building. Power supply to weigh building & communication apparatus of BSNL/ or any other service provider shall not be under the purview of the contract.

**V.** Sufficient skilled manpower and inventory of spare parts/ equipment will be maintained by the successful tenderer so as to restore the system within the stipulated time. Wherever there is supply of equipment which requires approval of the director of legal metrology, New Delhi the successful bidder as manufacturer or otherwise should provide the approval certificate/Gazette notification, O&M manual to the company

**VI.** Under the ambit of scope of work, associated, customised, weighing software of the company is to be maintained. The bidder shall ensure availability of sufficient skilled manpower for the purpose. The Company reserves the right to modify the software as and when required.

**VII.** All the incidental expenses related to the maintenance of site office, travel and accommodation of the Contractor's personnel for due discharge of the Contract shall be borne by the Contractor.

**VIII.** The contractor shall ensure minimum two regular visits per month for each weighbridge even if the Weighbridge is in working order for accuracy checking as per Legal metrology Act& rules / preventive maintenance purpose. The AMC service provider shall certify after every inspection that the machine is accurate and in order as per as Legal Metrology Acts & Rules applicable. They will record in a register at the weighbridge, their date of visit and work done and same shall be countersigned by nodal officer of the respective weighbridge. Any Objections/ noting/ remarks by either party shall also be recorded in the register.

Service report shall be prepared in triplicate.

One copy: For weighbridge I/C

One copy: For nodal officer

One copy: To be submitted along with the bills towards periodical AMC Charges. Nodal officer is any officer authorised by General Manager of area/ washery for the purpose

**IX.** Obtaining permission for verification/ reverification from the Legal Metrology Deptt. shall be the responsibility of AMC service provider; however any legal fees payable to the deptt. shall be payable by BCCL. After every repair /verification/ re-verifications by Inspector of legal metrology Department, the AMC holder shall arrange for proper sealing as prescribed in the Legal Metrology Rule of the instruments by the inspector and record should be maintained accordingly & made available to the company. AMC holder should ensure that no tampering of seals is done either by his employee or by any one. Onus of Such tampering if found by any agency shall rest upon AMC service provider.

**X.** Bidder will submit 10% as performance security in the form of demand draft in favour of BCCL, payable at Dhanbad, before agreement/ work order. The performance security will be inclusive of earnest money, to be returned after closure of contract on obtaining no claim certificate from the company & shall bear no interest.

## **2. PAYMENT TERMS:**

Payment of AMC charges shall be paid in two spells of six months on expiry of the respective periods.

I. Paying Authority: ZFM, EWZ, Sudamdih/ AFM, W.D.

II. Separate Bills for each Weigh Bridge to be submitted along with service reports to Nodal officer of the weighbridges / Area Manager (E&M).

iii. The Bill & Breakdown report submitted for payment will be certified by Area manager(E&M)/any officer authorised by GM of area / Washery. Taxes & duties if reimbursable as per rule shall be done against proof of payment made to designated govt authority by successful bidder.

### 3. LIQUIDATED DAMAGES (LD):

I. The successful tenderer shall ensure that any mechanical / electrical / electronic breakdown of the weighbridge shall be immediately attended and the weighbridge shall be commissioned within a reasonable **time not exceeding 12 hours**.

For this purpose sufficient inventory of spares / equipment etc. covered by the AMC shall be maintained by the bidder at its own costs at site.

II. The method of calculation of LD:

A. LD will be charged if the weighbridge breakdown is not attended and rectified within 12 hours from receipt of information. The information will be in the form of telephone call, SMS, e-mail, fax, letter etc. The rate of LD will be **0.5 % of the total contract value** for each day and will be charged as follows:

**0-12 Hours: No LD.**

**12 Hours & above:** {0.5% of the total contract value/ (24)} X No. of total breakdown hours.

LD will be subject to maximum 10 % of the total awarded value. In case the successful bidder exceeds the LD limit of **10% of total awarded value**, the company reserves the right to terminate the contract & forfeit the performance security deposit.

B. No payment will be made for a period of breakdown above 12 hours.

C. LD will be charged for breakdown of each and all components of weighbridges as specified in the maintenance contract.

D. LD for non-rectification of the machine shall be calculated **on six monthly bills for each weighbridge separately**. The LD so calculated shall be deducted from the bill raised by the successful bidder.

E. Company's right to carry out risk purchase of contract: The Company reserves the right to take risk purchase of services if the AMC service provider under the contract fails to render the service properly/ successfully/ timely. Cost of such risk purchases will be recovered from the AMC Service charges. Further the company reserves the right to suspend the w/bridge services for reasons beyond its control for which 15 days notice will be served to the AMC service provider to withdraw the services rendered by him and no AMC charges will be made for such period of suspension.

**4. STAMPING & TESTING:** The successful tenderer shall ensure that weighbridges are stamped by Legal Metrology department as required and the Weighbridge is not out of use on this account. Weighbridge operation suspended on this account will tantamount to penal deduction as if it is a break down. The fees, if any, required for this purpose, which is legally payable to the Legal metrology department shall be borne by the company.

The Company shall provide weights at the Weighbridge, if required, under the statute and will allow the use of the same by the bidder for calibration or testing.

**5.** The old parts / equipments covered under AMC, which have been replaced by the successful tenderer with a new one or reconditioned shall be the property of the Contractor. Old/defective parts (other than consumables) replaced by way of supply against order shall be property of BCCL.

**6.** The successful tenderer shall undertake to train the personnel deployed by the company at the weighbridges for day-to-day operations.

**7.** The successful tenderer shall ensure that the power supply lines to the Weighbridge instrumentation shall not be used for any sort of arc welding at or near the weighbridge or for any heavily fluctuating loads. In case of its use, the supply to the instrumentation should be cut off.

**8.** The company shall provide unskilled assistance, if necessary.



**9.** That the successful tenderer shall provide full medical treatment to his staff and labour in case of accidents on duty. The company shall have no responsibility whatsoever of towards staff / labour deployed by the bidder. In no manner the Company shall be liable to the Bidder or any member of his staff or any other person or to Government or other bodies for injuries or death caused as a result of accidents either within or outside the mine/ washery including the Siding and weighbridge, in the course of work.

**10.** The successful tenderer shall be responsible for such contingencies and will make good all claims for compensations & payments, claimed by his labour or staff or as decided by appropriate authority / tribunal or other competent agencies and discharge as the case may be, all liabilities under the Workmen's Compensation Act and any other relevant laws of the land.

**11.** The Company shall keep the Weighbridge Pits and Platform clean and drainage systems will be kept in working order free from obstruction. In case of any lapses found on this account, the contractor shall make an entry in the register kept for the purpose at the Weighbridge for the company to do the job in good time.

**12.** This Work Order shall not include repair / replacement of parts necessitated due to damage resulting from fire & accident. The Contract is subject to exemption from effect of War, riot, strike and force majeure condition.

**13.** The company reserves the right to cancel,/ terminate/foreclose/reduce the period of agreement by giving notice in case unsatisfactory performance / breach of the terms and conditions of this agreement /violation of valid legal metrology act & rules/ unforeseen circumstances beyond its administrative control without prejudice to its rights as may have accrued.

**14.** Terms & conditions of the tender document shall herewith form the part of the Work Order.

**15.** Legal jurisdiction for redressal of legal dispute arisen during the contract shall be the courts of Dhanbad district & High court of Jharkhand, Ranchi.

TECHNO COMMERCIAL BID -1  
CHECK LIST

			Attach proof	Yes/ no
1	Name of the firm			
2	Address of the firm			
3	Name of the proprietor/ director & Type of firm			
4	Valid licence for repair of road weighbridges by LM Deptt of the state			
5	Sale tax clearance certificate			
6	Income tax clearance certificate & service tax clearance certificate.			
6	Balance sheet for last three Years for its business performance evaluation			
7	Proof to substantiate eligibility criteria/ work order payment certificate etc. of PSU/ Govt/ quasi govt.			
8	List of Manpower with designation & qualification.			
9	PAN No. & Service Tax No.			
10	Any other pt 1 to 7 mentioned in page 3 & 4			

Signature of the tenderer

## PRICE BID (PART II)

Bill of Materials / Service.

3. For Road Weighbridge: NAME

Description of Work/Material	Qty	Rate	Amount	Tax	Total
Comprehensive AMC Charges for the total weigh bridge system					

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Signature of the Tenderer

**Copy to:**

7. GM, EWZ
8. GM (Ws), WWZ: For wide circulation, please.
9. All P.Os(SCW,BCW,PCW)
10. All TC Members, EWZ
11. ZFM, EWZ
5. M. Jha, EWZ: For Uploading in Co's website
12. Notice Board, EWZ

**Chief Manager (CP)**  
**EWZ, Sudamdih, Dhanbad.**