Notice Inviting Application for Registration of Contractors for Transportation of workers/employees and school going children of different Units /Areas & HQ of BCCL by 52/32/22 seater Bus on 91 routes for different destination as per enclosed ANNEXURE

Sealed application in prescribed format are invited from the bonafide and experienced Bus Transport contractors for registration for undertaking the work of transportation of workers /employees and school going children by 52/32/22 seater buses on 91 different routes in Units /Areas & HQ of BCCL whenever called upon, on Schedule of Rates, Terms & Conditions of BCCL.

The registration will be valid for THREE year, which can be reduced, extended or cancelled at the discretion of BCCL.

The Application Form along with the detailed N.I.A. can be had on any working day (except Saturday) from 02.02.2009 to 16.02.2009 from the office of the Sr.EE(E&M), CTP, BCCL, Koyla Bhawan, P.O. BCCL Township, Koyla Nagar, Dhanbad against payment of Rs.1000/- (Rupees one thousand) in cash (non-refundable) to the Cashier, BCCL, Koyla Bhawan, Dhanbad. No application form shall be issued by post. The contractors are to apply in separate form for each bus-route on payment of the above amount separately. The Application Form along with the detailed N.I.A is also available on official website of BCCL at http://bccl.cmpdi.co.in .

Special conditions for Applicants, Downloading Application Documents from BCCL Website.

1. Applicants are required to deposit alongwith their application a Bank Draft on any nationalised / scheduled commercial bank, drawn in favour of Bharat Coking Coal Limited, payable at Dhanbad exclusively towards the cost of Application Documents for the amount indicated above in a separate envelope superscribed as “Cover containing Demand Draft towards cost of Application Document for the work vide NIA No. BCCL/CGM(A)/Regn./ CTP / 2009/ 524 dated 20.01.2009 .” Any Bank Draft prepared after the scheduled closer of the sale of application documents i.e. 16.02.2009 shall be liable to be rejected.
2. The contents of the application documents available for sale in our office shall be deemed as authenticated and the responsibility of errors and omission in the downloaded documents will be with the applicants.
The applications, for registration in the prescribed proforma duly filled in and completed in all respect, will be received in the Office of Sr.EE(E&M), CTP, BCCL, Koyla Bhawan on 23.02.2009 up to 3.00 P.M. and will be opened on 24.02.2009 at 11.00 A.M in the Office of Chief General Manager (A), Koyla Bhawan, Dhanbad.

The registration of Contractors does not entitle them, necessarily for the award of work and this registration is without any prejudice to right of BCCL for publication of open tender notice at any time for awarding of such work as deem fit by BCCL.

The BCCL reserves the right to cancel any or all the applications without assigning any reason whatsoever and Company’s decision in the matter of registration shall be final.

Chief General Manager(A)

Distribution :-
1. PRO, BCCL-HQ – along with 10 copies for publication in the leading Newspapers and BCCL website as per the Company’s guidelines.
2. C.M.D., BCCL, Koyla Bhawan.
3. Director(T)Opn./Director(T)P&P/Director(F)/Director(P)/ CVO, BCCL.
4. All CGMs/GMs of all areas including washery division / zones for kind information and with request for wide publication through display in Notice Boards and for issuing of copies of this notice to existing contractors of area.
5. FM(Pay)/Cashier(Central Pay Sec.), BCCL Koyla Bhawan for their doing needful for acceptance of payment against issuance of proper cash receipt.
6. Notice Board, BCCL(HQ), Koyla Bhawan.
7. Coalfield Transport Contractor’s Association, Katras Road, Matkuria, Dhanbad.
8. Inspector, CISF, with a request to depute security guard on 23.02.2009
PRE-QUALIFICATION FOR REGISTRATION


2. Name and Full Address of the Tenderer:
   ----------------------------------------
   ----------------------------------------
   ----------------------------------------
   ----------------------------------------

3. Nature of the Firm: Proprietary / Partnership / Private Ltd./ Public Ltd.
   (Along with supporting Document)

4. Details of Enlistment, if any, in CIL or its Subsidiary Co./Central Govt./State Govt Undertaking /Reputed private co./school/colleges:
   (a) Name of the Organisation:
   (b) Nature of Enlistment:
   (c) Enlistment No. & Date:

5. Past Experience:
   Place of work---------------------------------------------
   Period---------------------------------------------
   Amount---------------------------------------------
   (Documentary evidence to be enclosed in support of the same)

6. Fleet Strength

<table>
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<tr>
<th>SL</th>
<th>Regn. No. of Bus</th>
<th>Make</th>
<th>Model/ Yr. Of Mfg.</th>
<th>Seating Capacity</th>
<th>Road Tax Paid Upto</th>
<th>Insurance Valid Upto</th>
<th>Fitness/ permit valid upto</th>
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7. **Financial Resources**:

   (A) Audited Balance Sheet of Last Three Years:

   (B) Any Nationalised /Scheduled Bank’s Reference/ Certificate for satisfactory conduct of Accounts .

8. **Details of Registration as per Statutory Requirements** under Central Labour Laws, Sales Tax Authority etc. as may be Applicable.

9. **Details of Registration Fees**:
   (Non-Refundable)

   Rs.5,000/- (Five thousand) vide
   Demand Draft No.
   Date ______ on
   Bank payable at Dhanbad.

   *Signature of Applicant with date*
INSTRUCTIONS / INFORMATIONS FOR THE APPLICANTS

1. The applicant must read carefully the Notice; other document related with the work and acquaint him before submitting the application form.

2. No application shall be received by post and all the applications, in sealed envelop addressed to Chief General Manager ( Admn.) superscribing ‘ Application for Registration & NIA No BCCL/CGM(A)/Regn./ CTP / 2009/ 524 dated 20.01.2009 ‘,must be dropped in the box kept for the purpose in the Office of the Sr.EE(E&M),CTP, BCCL, Koyla Bhawan.

3. All the pages along with application form and enclosures are to be serially numbered by the applicant.

4. Every page of the application, as well as terms and conditions, should be signed by the applicant, as a token of acceptance.

5. Conditional offers are likely to be rejected.

6. All the enclosures/photo-copies should be neat, clean & fully legible and should be signed by the applicant in each page.

7. Application should be properly filled in English/Hindi and submitted as per instruction contained herein and in the application form.

8. Erasing or over writing, if any, may disqualify the applicant. Correction as necessary shall be made by crossing out and re-writing with full signature and date.

9. This Notice Inviting Application for registration of contractors is without prejudice to the Company’s right to the publication of open general notice inviting tender and award of work from time to time as deemed fit by the Company.

10. Canvassing in any form is prohibited and application submitted by the applicant who resort to canvassing shall be disqualified.

11. Original documents, as required by the Company shall have to be submitted by the applicant whenever asked for verification. In the event of non-submission of original document as advised, the application may be rejected or decision taken by the Management as considered appropriate, which shall be final and binding on the applicant.

12. Application as well as instruction/information should be signed by a person duly authorized by the firm/company for this purpose. Power of attorney in this regard should be enclosed wherever required.

13. The registration shall be valid for a period of three years from the date of registration. However, the period can be reduced, extended or cancelled at the sole discretion of the company.

14. The Company reserves the right to reject any or all applications for registration without assigning any reason, whatsoever and the company’s decision in the matter shall be final.

15. Management reserves the right to cancel registration of any contractor or contractors without assigning any reason whatsoever and the company’s decision shall be final & binding on the contractor/contractors.

16. The application forms duly filled up in all respects and signed by the applicant is to be submitted in sealed envelope mentioning name and address of the contractor on the sealed envelope.

17. This registration of contractors also entitles them to receive enquiries from the Administration Deptt. in case of Short term / Limited tenders.
REGISTRATION OF CONTRACTORS,

(FOR OFFICE USE ONLY)

Issued to :-
_____________________________  Cash Receipt No.:_______________

_____________________________  Date:________ for Rs.1000/-

_____________________________  Date of Issue:___________________

Date of submission: 20.02.2009 up to 3 P.M.

(Signature of the Issuing Authority)

(To be filled by the applicant)

1. (a) Name of the Applicant :_______________________________
   
   (b) Name of the Firm :_______________________________
   
   (c) Full Address for correspondence :_______________________________

2. Details of Registration fee (Non-Refundable): Rs.5,000/- (Five thousand) vide
   
   Demand Draft No.:__________  Date:__________ on __________

   ------------------------------------------------------------- ank payable at Dhanbad in favour
   of Bharat Coking Coal Ltd.

   N.B: Original D/D of Rs.5,000/- is to be enclosed with the application. Without registration
   fee, application for registration will be rejected and no alternative arrangement of
   registration fee will be entertained.
3. **ELIGIBILITY CRITERIA:**
Satisfactory performance, along with place where buses engaged ,number of days engaged, period, payment made, in case of existing contractors from the concerned CGM / GM of the Area, must be attached, for the last three financial year.

**N.B: If required separate sheet may be attached to give full details.**

4. Applicants must have done work of similar nature of at least Rs.1.0 lakh in its own name as a prime contractor per year for three financial years during last seven years. Experience as a sub-contractor will not be considered. This is an essential criteria for qualifying for registration.

5. Certificate regarding above issued by any organisation listed below will be accepted.

   (a) Govt. Organisation
   (b) Semi-Govt. Organisation.
   (c) Public Sector Undertaking
   (d) Reputed Private Co./Schools/Colleges
   (e) Registered Co-Operative Society
   (f) Registered contractor of any Subsidiary of CIL

6. Audited balance sheet for last three Financial Years along with copy of PAN.

7. The applicants are required to give declaration regarding employment of self or relatives in BCCL / CIL / any Subsidiary of CIL.

8. **No. of buses owned**:
   (a) By the applicant’s firm / company in its own name : ______________________
   (b) By partners/Directors of the firm / Co. in their name: ______________________

9. As a proof of the ownership, enclose photocopies of the ownership documents of all the buses as stated above. The applicant seeking registration must own one bus as essential qualifying criteria for registration for which documentary evidence will have to be produced with the application. Such applicant owning one bus can participate for maximum 5 routes, applicant owning 2 buses can participate for maximum 10 routes, applicant owning 3 buses can participate for maximum 15 routes and so on. The ratio of ownership / no.s of routes of 1/5 will have to be maintained. In case an applicant owning less no.s of buses and participating in more no.s of routes than the ratio prescribed his offer will not be considered for any route.

In case a registered contractor is submitting discount bids in more number of routes than the number of buses owned by him subject to the restriction made above, the contractor, at the time of submitting discount bids, must indicate source of obtaining additional bus/ buses. For this purpose lease agreement with the owner of the bus/buses or power of attorney or authorisation by the owner of the bus/buses is/are required to be submitted. Lease agreement with the owner of the bus/buses or power of attorney or authorisation by the owner of the bus/buses should be for same capacity of bus/buses specified in the route detail of SOR.

**BUS MUST BE IN GOOD CONDITION, ROAD WORTHY & AS PER CENTRAL MOTOR VEHICLES ACT.**
10. DETAILS OF EXPERIENCE (with special reference to work done in CIL & Subsidiary Company).

DETAILS OF RUNNING BUSES DURING LAST THREE FINANCIAL YEARS

<table>
<thead>
<tr>
<th>Year</th>
<th>Regn No of Bus</th>
<th>Model</th>
<th>Seating capacity</th>
<th>No. of days engaged In the Year</th>
<th>Organisation For which the Bus was engaged</th>
<th>Value of Execution</th>
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<td>07-08</td>
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N.B: (1) The applicant must have done work of at least Rs.1.0 lakh in any of the last three financial year (i.e. from 1st April to 31st March) which is an essential requirement for qualifying for registration.

(2) Separate sheet, if necessary, are to be attached to give full details, and attach photocopy of the work order and completion certificates.

11. DETAILS OF BUSES AVAILABLE FOR DEPLOYMENT AT WORK.

<table>
<thead>
<tr>
<th>Name of Owners</th>
<th>Regn no.</th>
<th>Make</th>
<th>Year of manufacture</th>
<th>Seating Capacity</th>
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<tbody>
<tr>
<td>1) Own Name, in case of Proprietary Firm</td>
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<td>2) Owned by the Company in case of Partnership / Pvt. Ltd./ Public Ltd. Firm.</td>
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12. Following documents should be enclosed:

(i) Demand Draft
No. __________________ Date _____________ on ____________ Bank __________________

For Rs.5,000/- in favour of Bharat Coking Coal Ltd., Payable at Dhanbad.

(ii)(a) Photocopy of the Partnership Deed (in case of Partnership Firm),

(b) Photocopy of the Articles of Memorandum & Association (in case of Limited Company),

(iii) Photocopy of enlistment details,
(iv) Photocopy of the Audited Balance Sheet,
(v) Photocopy of Bankers’ Certificate.
(vi) Photocopy of the documents in support of Experience (i.e. Work Orders),
(vii) Photocopy of satisfactory Completion Certificate of Works,
(viii) Photocopy of Ownership Documents in support of Buses owned by the Firm / Company / Partners, as given in Sl.No. 10(above).
(ix) Declaration regarding employment of self or relatives in BCCL / CIL OR any of its Subsidiary.
(x) Power of Attorney in favour of Sri __________________to sign and submit the application in case applicant wishes to be represented by other person.
(xi) Photo copies of valid Road Tax & Fitness Certificate/ Road permit.

NB:- All photo copies/ Xerox copies should be self attested by the applicant with name & date

This is to certify that the information furnished above are true to my / our best of knowledge and belief and that if any of them is subsequently found to be wrong / incorrect the Company will be at liberty to take any action as it considers expedient and I shall have no claim arising out of such action. Original documents in respect of the above OR others document shall be produced as and when required by the Company.

I / We agree to do the work of transportation of workers/employees and school going children on BCCL S.O.R. on all the terms and conditions as relevant in BCCL for similar type of work.

I/We also agree that the registration of my / our firm / company will be without prejudice to the right of BCCL through its HQ or C.G.M./ G.Ms of the Areas to award work against Open tender for this type of work for which the application is made.

____________________________
(Signature of the Applicant)

Name (in Block Letters) _____________________________________________________________

Designation __________________________ Official Seal.
PART - A
GENERAL TERMS & CONDITIONS

1.1.0 Definitions

1.1.1 The word ‘Company’ wherever occurs in the conditions, means the Bharat Coking Coal Limited, represented at the Headquarter of the Company by the Chairman-cum-Managing Director or his authorised representative or any other officer specially deputed for purpose.

1.1.2 The word ‘Contractor/ contractors’ wherever occurs means successful tenderer / tenderers who has/ have given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or the successors and permitted assignees of such individual, firm or company as the case may be.

1.1.3 A ‘Day’ shall mean a day of twenty four hours from mid night to mid night,

1.1.4 ‘In-charge’ shall mean the officer appointed by the company of any discipline who is competent to supervise works for purposes of this contract.

1.1.5 The ‘Contract’ shall mean the work order, as accepted by the company and the contractor and the formal agreement executed between the company and the contractor together with the documents referred to therein including general Terms & Conditions, Special conditions, if any, specifications, including those to be submitted during progress of work, scheduled of quantities with rates and amounts.

1.1.6 The ‘Works’ shall mean the transportation of workers/employees and school going children by bus required to be executed in accordance with the contract or parts thereof as the case may be and shall include all extra or additional, altered or submitted works, any work in emergent nature which in the opinion of the In-Charge become necessary during the progress to be obviate any risk or accident or failure or become necessary for security.

1.1.7 ‘Schedule of Rates(S.O.R)’ referred to in these conditions shall mean the standard schedule of rates prescribed by the company and the amendments issued from time to time.

1.1.8 ‘Contract amount’ shall mean: .......................................................... (a) In the case of lump sum contracts, the total sum for which tender is acceptable by the company.

1.1.9 ‘Written Notices’ shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in persons to the individual or to a member of the firm or to an office of the corporation/ company for whom it is intended, or if delivered at or sent by Regd. mail to the last business address known to him who gives the notice.

1.2.0 Contract Document:
The following documents shall constitute the contract documents:-

(i) Articles of Agreement / Work Order.

(ii) General Terms & conditions of contract, Special conditions, if any etc. forming part of the Agreement.

(iii) Name of Bus route indicating starting & terminating points, Stoppage if any, number of trips, total km run per day, type of service like staff bus/ school bus for half day or full day & seating capacity of bus.
(iv) General informations, tender notice, Application form duly filled in for registration, General terms & conditions (PART-A), additional terms and conditions (Part-B).

1.2.1 After award of work and on execution of contract /issue of work order, as the case may be, the contractor shall be furnished, free of charge, TWO copies of Contract Documents(certified True Copies) . The contractor shall keep copy of these documents in proper manner so that these are available for inspection at all reasonable times by the in-Charge OR his representatives or any other officials authorised by the company for the purpose.

1.2.2. None of these documents shall be used by the contractor for any other purpose other than this contract and the contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy as required of such documents.

1.3.0 DISCREPANCIES & ADJUSTMENT THEROF:

1.3.1 The documents forming part of the contract are to be treated as mutually explanatory of the another and in case of discrepancy ,the following order of performance shall be observed.
   1)Particulars Specification and Special Conditions, if any.
   2)General Specifications.

1.3.2. In the event of varying or conflicting provisions made in any of the docu-
ment/ documents forming part of the contract the Accepting Authority's decision/clarification shall hold good with regard to the intention of the document or contract as the case may be.

1.3.3. Any error in description or rate in schedule or any omission there form shall not vitiate the contract or release the contractor from discharging his obligation under the contract including execution of work according to the bus-route, distance forming part of the particular contract document.

1.4.0 SECURITY DEPOSIT:

1.4.1 The contractor/contractors shall permit the company at the time of making any payment to him/them for work done under the contract, to deduct such sums as along with the amount of security deposit already deposited, would Amount to 5% of the contract sum subject to a maximum amount of Rs.10(ten) lacs . The security deposit will not carry any interest. The contractor shall deposit immediately after receipt of Letter of Intent Security deposit @ 1% of awarded or revised value and the balance amount of security deposit shall be recovered from the contractor's each running account bill to be submitted for the work done under the contract @5% of billed amount till 5% of awarded or revised value get recovered and shall remain at the disposal of the company as security for the satisfactory execution and completion of the work in accordance with the provisions of the contract.

1.4.2. The aggregate amount of initial security deposit and security deposit shall not Exceed 5% of the awarded or revised value of the contract as the case may be, or the respective maximum limits stated above, whichever is lower.

1.4.3. The company shall be at liberty to deduct appropriate amount from the security deposit as are due and payable by the contractor to the company as may be determined in terms of contract and the amount appropriated from the security deposit shall have to be restored by further deduction from the contractors subsequent on running account bills, if any.

1.4.4. Refund of Security Deposit: The security deposit shall be refunded after expiry of 3 (three) months from the date of satisfactory completion of the work as per work order or from the date of termination of work by the management, subject to the recovery of the
company’s dues on the date of termination. The amount of security deposit shall bear no interest.

1.5.0. **DEVIATION/VARIATION IN QUANTITIES- EXTENT AND PRICING:**

1.5.1 The quantities like distance, trips are provisional and are meant to indicate the extent of work and to provide a uniform basis for tendering and any variation either by addition or omission shall not vitiate the contract.

1.5.2 In the event of any deviation being ordered which in the opinion of the contractor changes radically the original scope and the nature of the contract the contractor shall under no circumstances suspend the work either original or altered or substituted and the dispute/disagreement as to the nature of deviation or the rate/rates to be paid therefore shall be resolved separately with the company.

1.6.0 **TERMINATION, SUSPENSION, CANCELLATION AND FORECLOSURE OF CONTRACT**

1.6.1. The company shall in addition to other remedial step to be taken as provided in the condition of contract be entitled to cancel the contract in full or in part if the contractor:

(a) make default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the In-charge, then on the expiry of the period as specified in the notice.

OR

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

OR

(c) fails to complete the work or items of work with individual date of completion on or before the date/dates of completion or as extended by the Company, then on expiry of the period as may be specified by the Engineer-in-Charge in a notice in writing.

OR

(d) shall offer or give or agree to give any person in the service of the Company or to any other person on his behalf any gift or consideration or any kind as an inducement or reward or act/acts or 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-bonafide methods of competitive tendering.

OR

(f) transfers/ sublet assigns the entire work or any portion thereof without the prior approval in writing from the In-charge. The In-charge may be given a written notice cancel the whole contract or portion of it in default.

1.6.2. The contract shall stand terminated under the following circumstances:

(a) If the contractor being an individual in the case or proprietary concern or in the case of Partnership firm, any of its partner is declared insolvent under the provision of insolvency Act for the time being in force or makes any convenience or assignment of his effects or composition or arrangements or the benefit of his creditors amounting to proceeding for liquidation or composition under any Insolvent Act.

(b) In the case of the contractor being a company its affairs are under liquidation either by a resolution passed by the company or by an order of Court, not being a voluntary liquidation proceedings for the purpose of amalgamation or re-organisation 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 suffers an execution being levied on his / their goods estates and allow it to be continued for a period of 21(twenty one) days.

(d) On the death of the contractor being a Proprietary concern or any of
the partner in the case of a Partnership concern and the company 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 to the legal representative or to be the Partnership concern.

1.6.3. On cancellation of the contract or on termination of the contract, the In-Charge shall have powers:

(a) To determine the amount to be recovered from the contractor for loss /damage suffered, if any, by the company after giving credit for the value of the work executed by the contractor up to the time of cancellation less on account payments made till date.

b) 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 any loss/damage suffered by the Company shall not however arise in case of termination of the contract for death/demise of the contractor.

1.7.0 RESPONSIBILITY OF THE CONTRACTOR:

1.7.1 The Company reserves the right to let other contractors in connection with the Work and the contractor/ contractors shall co-operate in the works for the introduction and execution of his/their works.

1.7.2. The contractor/contractors shall keep the buses in good running and road worthy conditions.

Buses shall be examined by the In-charge or his authorised representatives whenever they want to do so. In no case, any bus condemned by In-charge or by authorised representative of company shall be engaged on transporting job and such bus must be withdrawn from work.

1.7.3. The contractor/contractors shall employ only competent ρkilful and orderly driver and khalasi to do the work. The In-charge shall have the right to ask the contractor/contractors to remove from the work any man of contractor/contractors who in his opinion is undesirable and the contractor/contractors will have to remove him within 3(three) hours of such orders.

1.7.4. The contractor shall be required to pay wages and other benefits to his workers as required under law. The management shall not be liable to make any payment to the workers employed by the contractor nor shall accept any liability on this regard.

1.7.5. The contractor and his workmen shall abide by provisions of all existing statutory Acts, Rules, Regulations and Bylaws etc. and which will be enforced from time to time including holding of statutory documents, licences abiding by safety laws as applicable to his work.

1.7.6. The contractor will ensure that the buses are driven by the bus drivers having valid driving licence as per Motor Vehicle Act. BCCL reserves the right to check the driving licence and other relevant documents from time to time without any prior notice. In case, the driver has not valid driving licence or other statutory documents the contract is liable to be terminated/cancelled.

1.7.7. The contractor will ensure that buses will not ply without Khalasi.

1.7.8. Precautions shall be exercised at all times for the protection of persons(including employee) and properties. The safety required and recommendations by all applicable laws, codes, statutes and regulations will be observed. In case of accidents, he/they shall be responsible for compliance with all the requirements imposed by the Workmen Compensation Act or any other similar Laws in force and shall indemnify the company against any claim on this account.

The contractor/contractors shall at all times exercise reasonable precautions for the safety of employees in the performance of his/their contract and shall comply with all applicable provisions of the Safety Laws drawn up by the State or Central Government or Municipalities and other Authorities in India.

The contractor/contractors shall comply with the provisions of the Safety Handbook as approved and amended from time to time by Government of India.

1.7.9. The contractor/contractors shall familiarise themselves with and be governed by all
Laws and rules of India and local statutes and orders and regulations applicable to his/their work.

1.7.10. The contractor/contractors shall furnish to In-charge or his authorised Representative(s) with work reports from time to time regarding the contractor/contractors organisation and the progress made by him/them in the execution of work as per the agreement.

1.7.11. If the contractor fails to fulfil the contract agreement, the company reserves the right to employ another contractor.

1.7.12. The contractor shall carry out the work according to the instructions given from time to time by the management of the company.

1.7.13. In case of all claims arising out of any accident involving the employees/bus/equipments of the contractor or any accident to the third party, the contractor shall have full responsibility and liability for the same and the company shall stand fully indemnified by the contractor against all such claims.

1.7.14. All taxes, whether local Municipal, Provincial or Central etc. are payable or may become payable during the entire periods of contract shall be to the contractor/contractors account and shall be deemed to have been included in the tender for the work executed by him/them.

1.7.15. The work shall not be sublet to any other party, unless approved by the In-charge, in writing.

1.7.16. All accounts shall be maintained in English/Hindi and the company shall have the right of access and inspection of all such books of accounts etc. relating to the payment of labourer considered necessary and the company may arrange for witnessing the payment to the labourer by its representatives.

1.7.17. The contractor shall in additions to any indemnity provided by law indemnify and keep indemnified the company:-

(a) against all losses and claims for injuries or damage to any third party or to any property belonging to any third party which may arise out of or in consequence of the maintenance or performance of the work under the contract and against all claims, demands, proceedings, damages, cost, charges and expenses whatsoever in respect of or in relation thereto.

(b) against all claims, damages or compensation under the provisions of payment or Wages Act, 1938, Minimum Wages Act, 1948, Employer’s Liability Act, 1938, The Workmen’s Compensation Act, 1923, Industrial Dispute Act, 1947, The Employees State Insurance Act, 1948 and Maternity Benefit Act, 1961 or any modifications thereof or of any other law relating thereto and rules made there under from time to time, as may be applicable to the contract, which may arise out of or in consequence of the maintenance or performance of the work under the contract and also against costs, charges and expenses of any suit, action or proceedings arising out of any accident or injury.

1.7.18. Insurance – The contractor shall take full responsibility to take all precaution to prevent loss or damage to the works or part thereof for any reasons whatsoever (except for reasons which are beyond control or Act or God i.e. floods, Riots, war, earthquake etc) and shall at his own cost repair and make good the loss/damage to the work so that on completion, the work shall be in good order and conditions and in conformity with the requirements of the contract and instructions of the In-charge, if any.

1.7.19. The contractor shall at all times during the pendancy of the contract indemnify the company against all claims, damages or compensation under the provisions of the Workmen’s Compensation Act and shall take insurance policy all risks, claims, damages or compensation payable under the Workmen’s Compensation Act under any other law relating thereto.

1.7.20. The contractor shall ensure that the insurance policy/policies, Road taxes, Fitness/Permit of buses are kept up to date till full expiry of the contract.
PART-B

ADDITIONAL TERMS & CONDITIONS

The following additional terms & conditions are also acceptable to the Company.

2.1.0 Rate & Escalation Clause:

2.1.1. The rate for the work will remain firm during the period of contract and any change in rate will be applicable only for change in price of H.S. Diesel by 5% or more. The escalation/de-escalation rates due to change in price of diesel will be calculated and conveyed by the GM(A) after Competent approval. The escalation/de-escalation will be calculated as per the following formula.

2.2.0 FOR BUSES having seating capacity of 52 or above:

\[
\text{ESCALATION/DE-ESCALATION (In Rs): } I = \frac{D \times (P_1 - P_0)}{3}
\]

2.3.0 FOR BUSES having seating capacity of 32 to 45:

\[
\text{ESCALATION/DE-ESCALATION: } I = \frac{D \times (P_1 - P_0)}{3.5}
\]

2.4.0 FOR BUSES having seating capacity of 22 to 28

\[
\text{ESCALATION/DE-ESCALATION: } I = \frac{D \times (P_1 - P_0)}{5}
\]

Where

\( I \) = Escalation /de escalation in Rs.
\( D \) = Both way distance in Km
\( P_0 \) = Base Price of Diesel in Rs/Ltr on dtd. ............
\( P_1 \) = Changed price of Diesel in Rs/Ltr on dtd ............

2.5.0 Payment Clause:

2.5.1 The rate as per schedule is firm except for diesel price variations (upward or down ward) which will be based on the norms of diesel, i.e., 3 KM/LTR, 3.5 KM/LTR & 5 KM/LTR against 52 seater, 32 seater and 22 seater bus respectively.

2.5.2 If any variation in distance/trip in any route arises during the contract period, rates will be modified by considering fixed cost and variable cost elements as worked out by BCCL and will be binding on the contractor.

2.5.3 The payment will be made on monthly basis and on the basis of actual days and distance of transportation / number of trips/seating capacity of bus subject to any penalty as per clause.

2.5.4 Income Tax as per rates prevailing shall be recovered at the source.

2.6.0 PENALTY CLAUSE:-

2.6.1 If the bus does not report for duty on working days, the hire charges for that day will not be payable and in addition, the amount equivalent to one day hire charges will be realized as penalty and same shall apply in trips.

2.6.2 For late reporting of bus at the starting or destination point beyond 10 minutes of the of the schedule time, a penalty of Rs.150.00(one hundred fifty) only shall be realized for each such occasion and reporting mechanism for such late reporting of the bus will as per BCCL Management.

2.7.0 The management will be liable for payment of hire charges only. The wages of drivers, khalasi, POL cost, repair & maintenance cost of buses, taxes/insurance/fitness/permit and other legal liabilities of the bus will be borne by the contractor.
2.8.0 Undertaking for providing substitute vehicle for school/staff duty in case of break down of bus is to be submitted along with tender.

2.9.0 The contractor shall post an authorised representative at the site of the work who shall be available all times and receive all communications/instructions from Controlling Officer/Company and arrange compliance of the same.

2.10.0 The contractor shall arrange at his own cost accommodation, water, medical treatment etc. for his employees and all necessary arrangement for execution of the work.

2.11.0 The contractor shall maintain all records as required under different statutes and as directed by the Controlling Officer/Company and shall submit the same to the Controlling Officer/Company/Govt. Departments as required.

2.12.0 The contractor will have to start the work maximum within 10(ten) days from the date of issue of the Letter of Intent, failing which the earnest money may be forfeited and the Letter of Intent may be cancelled.

2.13.0 The contractor shall have no claim for idleness of his equipments for any reason whatsoever nor will there be any financial liability on the Company on this account.

2.14.0 The contractor shall be fully responsible for all payments and perquisites to his employees as per Award/Laws applicable in case non-payment or short payment to the employees the amount as assessed by the Company or by the concerned Statutory Authority, shall be recovered from the contractor’s bills/dues/security deposit payable to him.

2.15.0 It will be absolute responsibility and liability or the contractor to pay full `compensation for any injury/accident to his and / or Company’s employees and / or any member of Public arising out of an in course of operation of this contract. The contractor shall indemnify the Company against any claim which may be made against it, by any member of the public or any third party for any damage or loss suffered by him by contractor’s equipment or any act of omission or commission on their part of the contractor and / or his employees.

2.16.0 The contractor shall compensate the company for any damage or any loss suffered by it due to stoppage of work by the contractor or his employees on his/their own accord or damage to any property of the Company by contractor’s equipment/employees or any damage/loss suffered by the Company due to any act of omission or commission on the part of the contractor and/ or his employees. The assessment made by the Company in this regard shall be final and bindings to the contractor.

2.17.0 The contractor or his employee shall fully abide by the Rules & Regulations of the Company and will fully abide by the instructions of Controlling Officer in carrying out the work and execution of the contract. In case of any disobedience/ misbehaviour or the contractor/ or his employees, the contract may be terminated without any notice or the contractor may be called upon to forthwith remove any employee from the site for such disobedience /misbehaviour. Non compliance of such instructions may lead to termination of the contract forthwith.

2.18.0 The Company may for any reason ask the contractor to suspend the work and the contractor shall be bound to comply with such instructions without having any claims for the idleness of his equipments and / or employees or for any loss suffered by him due to such suspension.

2.19.0 (a)The contract may be terminated without any notice and with immediate effect for unsatisfactory performance or for breach of terms & conditions and for administrative reasons. Company’s decision in this matter will be final and bindings on the contractor without any claim. In the event of such termination the contractor will be paid only for the work satisfactorily completed as directed by the Company and the contractor shall have no further claim on this account. If the contractor stops the work of his own accord without completing the work the Company reserves the right to impose such penalty on the contractor as it considers appropriate and recover the same from contractors bills/dues/security deposit.

(b)If the Company decides to discontinue for any reason including executing the job in any other term/method or if the performance of the contractor is not satisfactory or in case of breach of contract by the contractor, in that event the Company may terminate the contract by giving 10(ten) days notice and for such termination the contract shall not be entitled for any compensation.
2.20.0 In the case of failure of the contractor to give the required progress the Company reserves the right to engage any other contractor/agency or make alternative arrangement to execute the work and recover extra expenditure incurred by the Company.

2.21.0 The contractor shall not sublet the work or engage any sub-contractor for Executing the work.

2.22.0 The contractor should provide footwear and protective equipments as required to his employees at his own cost.

2.23.0 No claim what-so-ever shall lie with the Company for any loss or damage suffered by the contractor due to act of God, War,Commotion, Strike, Bandh, lock out, Natural Calamity, Excessive flood or on account of circumstances beyond the control of the Company.

2.24.0 No claim for payment will be entertained by the Company after expiry of three months from the date of completion/termination of the contract.
The Contractor will deposit a sum as initial security Deposit equal to 1% of the awarded value (including the security deposit already deposited with the application) on receiving L O I or work order & before starting the work. In addition a recovery of @ 5% from each running account bill will be made towards security deposit aggregating to an amount not exceeding 5% of the awarded or revised value of contract or Rs.10 lacs whichever is less inclusive of initial security deposit. The security deposit will not carry any interest. Security deposit will be refunded after satisfactory completion of work and after the payment of final bill and after adjusting any dues/penalties/any damages recoverable from the contractor.

2.25.0 In case of the contractor fails to accept the Letter of Intent/Work Order and to take up the work within stipulated period, the L o I / work order will be cancelled and he may be black listed.

2.26.0 In case of any deposit or in the matter of interpretation of any of the terms & Conditions, the decision of the Functional Director(Tech) of the company to whom the case is referred. Shall be final and bindings on the contractor(s)

2.27.0 The contractor shall also be subjected to the other terms & conditions as enclosed and as may be applicable but in the event of any conflict between the provisions, the provisions of additional terms & conditions shall prevail.

2.28.0 SERVICE TAX

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

**S O R FOR 91 ROUTES :-**

( Based on diesel price of Rs. 34.04 per liter)

<table>
<thead>
<tr>
<th>Route No.</th>
<th>Details of Routes</th>
<th>Category of Bus</th>
<th>No. of trips per day</th>
<th>Both way KM run per day</th>
<th>Capacity per day</th>
<th>Unit/Area Cost per day (Rs.)</th>
<th>Running cost/KM (Rs.)</th>
<th>Total running cost/day (Rs.)</th>
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<tbody>
<tr>
<td>1</td>
<td>Bhuli A Block to DPS, Carmel, Dhanbad</td>
<td>School (H)</td>
<td>1</td>
<td>40</td>
<td>52</td>
<td>Koyla Bhawan</td>
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<td>13.03</td>
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<td>2</td>
<td>Koyla Nagar to Kusunda, De Nobili Digwadih</td>
<td>School (H)</td>
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<td>62</td>
<td>22</td>
<td>Koyla Bhawan</td>
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<td>3</td>
<td>Damoda to De-Nobili chadrapura via Dugdha.</td>
<td>School (F)</td>
<td>5</td>
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<td>52</td>
<td>Barora Area</td>
<td>694.49</td>
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<td>4</td>
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<td>120</td>
<td>52</td>
<td>-do-</td>
<td>694.49</td>
<td>13.03</td>
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<tr>
<td>5</td>
<td>Madhuband, Phularitand, Matigar-ah, Harina, Muraidih to SSLNT/ BSS college Dhanbad</td>
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<td>-do-</td>
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<td>Phularitand to Shishu Mandir</td>
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<td>Harna Colony to Dhanbad DPS, De-nobili and Carmel School</td>
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<td>Kharkharee to different school &amp; Sinidih Colony to SS Mandir</td>
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<td>KCC/Regional store to De-Nobili Sijua</td>
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<td>KCC/EKC to SSLNT Dhanbad</td>
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<td>No.</td>
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<td>Destination of Trip</td>
<td>Type of Trip</td>
<td>Distance (Km)</td>
<td>Fuel (Rs)</td>
<td>LCV (Rs)</td>
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<td>KCC/ EKC to Bhuli</td>
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<td>Bhuli to Basdeopur/ SBC</td>
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<td>Bhuli to Kusunda Colliery</td>
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<td>Bhuli ABCD Block to Kusunda area (C)</td>
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<td>East Basseria, Busseria, Ghanoodih to Denobili School Sijua</td>
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<td>Staff</td>
<td>PB Count</td>
<td>PB Area</td>
<td>KM</td>
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<td>Bhuli to South Balihari coll.</td>
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<td>52</td>
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<td>Bhuli to Ekra Workshop</td>
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<td>-do-</td>
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<td>Bhuli to 10,12 pit via PB Project</td>
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<td>Bhuli to P.B.Area</td>
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<td>Bhuli to 5/6 HM Proj. via Gop, Kendwadih Coll./ Auto Workshop</td>
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<td>Koyla Nagar to P.B. Area</td>
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<td>42</td>
<td>All Units of PB Area to RS Mandir (Morning)</td>
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<td>38</td>
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<td>-do-</td>
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<tr>
<td>43</td>
<td>All Units of PB Area to RS Mandir (Day)</td>
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<td>38</td>
<td>52</td>
<td>-do-</td>
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**Notes:**
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- New Pit Bhalgora
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**Footnote:**
- The distance and rate are based on the specific road conditions and may vary. The total is calculated based on the assumed rate and distance.
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