TENDER DOCUMENT FOR MOBILE CONNECTIVITY IN BCCL COMMAND AREA

BHARAT COKING COAL LIMITED
(A Subsidiary of Coal India Limited)
KOYLA BHAWAN, KOYLA NAGAR
DHANBAD
TENDER DOCUMENT

PART – I

NAME & PLACE OF WORK:- Mobile connectivity in BCCL Command Area.

Ref No- BCCL/CGM (E&M)/ CUG/ 2008/11478-518        DT 23-12-08

Estimated Cost : Rs. 251.20 lakhs
Part - I :: Contains 54 (Fifty four) marked pages.

Tender Notice No.: BCCL/CGM (E&M)/ CUG/ 2008/11478-518 DT 23-12-08

Name & place of Work : - Mobile connectivity in BCCL Command Area.

Date & time of submission of Tenders : As per NIT

Date & Time opening of tender (Part-I) : As per NIT

Name & address of the Tenderer to whom issued.

Date of issue: ________________________________

Cost of Tender document : Rs.3000/- (non-refundable)

Cash Receipt No. & Date ________________________________

Signature of the Officer Issuing Tender document.
Part - I  Document

Tender Notice No.: BCCL/CGM (E&M)/ CUG/ 2008/11478-518  Dt 23-12-08

I N D E X

Contents  Page No.

PART – I (BID DOCUMENT)

Notice Inviting Tender  4 Pages
Sec -1  Instruction to Bidder  5 TO 14
Sec -2  Forms of Bid and Qualification information  15 TO 19
Sec -3  Conditions of contract  20 TO 37
Sec -4  Formats for Bank Guarantee for Bid Security/ Performance B.G, Letter of Acceptance, Agreement, Affidavit, Q o S performance parameter & benchmarks, MAP showing BCCL command Area, Name & location of Area offices and annexure - D.

PART – II (Price Bid): Scope of Work / Bill of Quantities  3(Three) Pages

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**TENDER NOTICE**

**Notice Ref. No.** BCCL/CGM (E&M)/CUG/2008/11478-518 **DT 23-12-08**

1. Sealed tenders are invited from reputed and experienced contractors for the following work

<table>
<thead>
<tr>
<th>Description of work</th>
<th>Location</th>
<th>Estimated value Rs in lakh.</th>
<th>Cost of tender document in Rs</th>
<th>Earnest Money in Rs</th>
<th>Completion period for setting of complete connectivity in BCCL Command Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobile connectivity with closed user group facilities at various locations under BCCL Command Area having talk time ranging from Rs. 100/- per month to Rs. 700/- per month (as detailed in the bill of quantity) along with facilities other than Closed User Group as detailed in the Scope of work Clause A(5) and bill of quantity for 2386 connections.</td>
<td>BCCL Command Area &amp; Dhanbad District.</td>
<td>251.20 for the Contract Period of Five years</td>
<td>3000/-</td>
<td>50,240/-</td>
<td>60 days</td>
</tr>
</tbody>
</table>

2. **Earnest Money/Bid Security**

Rs.50,240/- (Rupees Fifty thousand two hundred forty) only as Earnest money/Bid security is to be deposited in the form of irrevocable Bank Guarantee (From any Scheduled Bank/Branches) at Dhanbad/Kolkata with validity 28 (Twenty eight) days beyond the validity of the Bid in the format given in the Bid Document. Certified Cheques and Demand Drafts will also be acceptable as Earnest Money/Bid Security drawn in favour of **Bharat Coking Coal Limited** on any scheduled Bank payable at **Dhanbad**. The Earnest Money/Bid Security of the unsuccessful Bidder shall be refundable on application along with pre receipt as promptly as possible after opening of Price Bid and finalization of the tender and shall bear no interest.

**Contd…..P/2**
3. **Elegibility Criteria (to qualify for the award of the contract)**

a) 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 seven years ending last day of month previous to the one in which bid application are invited should be either of the following:

i) Three similar completed works each costing not less than amount equal to 40% of the annualized value of estimated cost.

or ii) Two similar completed works each costing not less than amount equal to 50% of the annualized value of estimated cost.

or iii) One similar completed works costing not less than amount equal to 80% of the annualized value of estimated cost.

b) The intending bidder must have in its name as a **Prime Contractor**, Unified License to set up and operate Cellular Service in India. They must have been operational with GSM/CDMA based Cellular Services in the circle Jharkhand, Bihar & WB. Documentary proof issued by competent authority (Govt. of India) in support of the points presence duly notarized should be provided.

c) The bidder should give a declaration stating that in the event they become successful and contract is awarded on them, they shall install permanent infrastructures to provide better signal strength and commissioning of POI infrastructure with BCCL exchanges at all the locations in BCCL Command Area within 60 days from the date of issue of LOI.

d) The service provider must have facility for providing customer support and trouble free service round the clock at Dhanbad. Address and contact telephone numbers of the Nodal officer/Customer Care Center for the same should be provided along with the offer. In case the bidder is not having such setup at Dhanbad, they shall give a declaration that necessary setup will be made before entering the agreement.

e) The bidders should give a declaration that at present they have proper signal strength (Uninterrupted communication with proper voice quality with signal strength of > -85 dba) of their system at all the Area Offices of BCCL.

f) The bidders should give a declaration that they will provide proper signal strength (Uninterrupted communication with proper voice quality with signal strength of > -85 dba) of their system at all the rest locations of BCCL Command Area inclusive of point 3. (e) within 60 days.

4. **Cost of Tender documents:**

Cost of tender document shall be Rs3000/-(Rupees Three thousand) only payable either in cash deposited to the Finance Manager(Pay) Koyla Bhawan, BCCL, Dhanbad or Demand Draft of any scheduled Bank in favour of Bharat Coking Coal Limited payable at Dhanbad.
5. **Availability of Tender Documents:**

Tender documents including Terms and conditions of work shall be available on production the receipt of cost of Tender document from the places during the period as stated below

**Date:** 29.12.2008 to 13.01.2009  
**Time:** 10.00 AM to 1.00 PM (on all working days)  
**Place:**

- a) Office of the Chief General Manager  
  E&M Department, BCCL,  
  Level-IV, Koyla Bhawan,  
  Dhanbad-826005
- b) Office of the Chief Sales Manager  
  BCCL Sales & Marketing Deptt.  
  6, Lyons Road,  
  Kolkata -700001

Tender Documents can also be downloaded directly from the Web-site of BCCL at http://bccl.cmpdi.co.in and such tenderers, while submitting their tenders will have to enclose a Bank Draft towards cost of Tender Document along with their tenders in a separate envelope with Part-I. The envelope should be superscribed clearly “cost of tender document” The Bank Draft from any Scheduled Bank should be drawn in favour of M/s. Bharat Coking Coal Limited, payable at its branches at Dhanbad.

6. **General instruction for submission of tender**

Tenderer is required to submit his offers in sealed covers giving reference to this tender notice number and date, containing offers in two parts-I & II as specified in the tender document. EMD is to be submitted in a separate envelope with the Part-I of the tender document. In case tender document down loaded directly from the website of BCCL at http://bccl.cmpdi.co.in, Bank draft towards cost of tender documents is to be submitted in separate envelope super scribing “cost of tender document” with the Part –I of the tender document. Part-I & II should also be in sealed covers clearly super scribing as Part-I and II on the respective envelopes (Name of the work shall be super scribed on the left hand side of the covers)  

Part-II envelopes will be opened only in respect of such tenderer as found valid after scrutiny of Part-I.

7. **Validity period of Offer:**

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.

8. **Receipt of the Tender:**

Tender will be received in sealed cover on 21-01-2009 up to 3.30 PM at the following office:

- a) Office of The Chief General Manager  
  E&M Department, BCCL,  
  Level-IV, Koyla Bhawan,  
  Dhanbad-826005
- b) Office of the Chief Sales Manager  
  BCCL Sales & Marketing Deptt.  
  6, Lyons Road,  
  Kolkata -700001
9. **Opening of Tenders**

Tenders will be opened **at 4.00 PM on dt. 22-01-2009** in the office of

**The Chief General Manager**

E&M Department, BCCL,
Level-IV, Koyla Bhawan,
Dhanbad-826005

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

**Our Aim** - Smooth communication in BCCL command Area

Sd/-

Chief General Manager (E&M)

(E&M Department)

cc:-PRO – With a request to publish the abridged NIT as enclosed in local as well as National dailies as per norms of the Company and also advise the publisher concerned to send the paper cutting to the Tendering Authority. NIT in detail should be put on Company’s Web site.

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**Tender Notice:** BCCL/CGM (E&M)/ CUG/ 2008/ Dt. 23-12-08

Chief General Manager(E&M) ,Koyla Bhawan, BCCL, Dhanbad invites tenders for the following works:

**Name of work:** Mobile connectivity with closed user group facilities at various locations under BCCL Command Area having talk time ranging from Rs. 100/- per month to Rs. 700/- per month (as detailed in the bill of quantity) along with facilities other than Closed User Group as detailed in the Scope of work Clause A(5) and bill of quantity for 2386 connections.

**Sale period:** Date: 29.12.2008 to 13.01.2009

Time- 10.00 AM to 1.00 PM(on all working days)

**Submission date:** 21.01.2009

**Opening date:** 22.01.2009

For further details kindly visit our website http://bccl.cmpdi.co.in

Chief General Manager (E&M)

E&M Department

cc: D(T)OP/ D(T)P&P /D(F) / D(P) / CVO.

cc: CGM(CMC)/CGM(IE)/CGM(Cordn)/CGM(P&P)/ CGM(M&M)/CGM(Finance)

cc: GM(System) with a request to display this NIT in BCCL Website. The downloading facilities should be available during the period of sale of Tender document only.

cc: Sr.ES to CMD for kind information of CMD.

cc:GM (Admn) with a request to display this NIT in Koyla Bhawan Notice Boards.

c.c.: DIC, BCCL Kolkata Office.

c.c: All CGMs/GMs in the Areas including Washery Zones for wide circulation through display in the Notice Boards.

c.c.: Dy CE(E&M)T/C, BCCL, Koyla Bhawan

cc:Inspector, CISF- with a request to deploy security personnel at the office of CGM (E&M), Level-IV Koyla Bhawan
INSTRUCTIONS TO BIDDERS

1. Scope of Tenderer:

1.1 The BHARAT COKING COAL Limited (referred to as Employer in these documents) invites bids for the works as mentioned in the Notice Inviting Tenders (NIT). The tenderers should submit tenders for any or all of the works mentioned in the NIT.

1.2 The successful Bidder will be expected to complete the Works by the Intended Completion date specified in the tender document.

2. Eligible Tenderers:

2.1 The Invitation for Bids is open to all Bidders eligible to participate as per qualifying criteria laid down separately hereinafter.

2.2 All Bidders shall provide in Section-2, Forms of Bid and Qualification Information.

2.3 Joint Venture: Two or three companies/contractors may jointly undertake contracts. Each entity will be jointly responsible for completing the task as per the contract.

2.4 The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.

3. Qualification of the Tenderer:

3.1 In the event that pre-qualification of potential bidders has been undertaken, only Bids from pre-qualified bidders will be considered for award of Contract. These qualified bidders should submit with their Bids any information updating their original pre-qualification applications or, alternatively, confirm in their bids that the originally submitted pre-qualification information remains essentially correct as of the date of Bid submission. The update or confirmation should be provided in Section-2.

3.2 If the Employer has not undertaken pre-qualification of potential bidders, all bidders shall include the following information and documents with their Bids (copies of all documentary evidences are to be duly authenticated by the tenderer/constituted Attorney of the Tenderer with full signature and seal. All signed declarations are to be made in the tenderer’s letter head):

   a) 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;

   b) Experience of having successfully executed similar nature of work during last seven years.

   c) In support of evidence of adequacy of working capital (at least 20% of the annualized value of the work) for this contract, the bidder should submit a certificate of solvency/access to lines of credit and availability of other financial resources. Such certificate shall be dated within three months before the date of tender opening.

   d) Authority to seek references from the Bidder’s Bankers;

f) Two or three companies/contractors participating in the BID as Joint Venture should submit firm wise participation details, Banker’s name, execution of work with details of contribution of each and all other relevant details.

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 – E)

3.3 a) 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 seven years ending last day of month previous to the one in which bid application are invited should be either of the following:

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

or ii) Two similar completed works each costing not less than amount equal to 50% of the annualized estimated cost.

or iii) One similar completed works costing not less than amount equal to 80% of the annualized estimated cost.

b) Unified License to set up and operate Cellular Service in India. They must have been operational with GSM/CDMA based Cellular Services in the circle Jharkhand, Bihar & WB. Documentary proof issued by competent authority (Govt. of India) in support of the points presence duly notarized should be provided.

c) Bidder should give a declaration stating that in the event they become successful and contract is awarded on them, they shall install permanent infrastructures to provide better signal strength and commissioning of POI infrastructure with BCCL exchanges at all the locations in BCCL Command Area within 60 days from the date of issue of LOI.

d). The service provider must have facility for providing customer support and trouble free service round the clock at Dhanbad. Address and contact telephone numbers of the Nodal officer/Customer Care Center for the same should be provided along with the offer. The service provider will have to quote their e-mail address and FAX number to have better and faster communication. In case the bidder is not having such setup at Dhanbad, they shall give a declaration that necessary setup will be made before entering the agreement.

e) The bidders should give a declaration that at present they have proper signal strength (Uninterrupted communication with proper voice quality with signal strength of > -85 dba) of their system at all the Area Offices of BCCL. The price bid of only those service provider will be opened who fulfill the criteria.

f) The bidders should give a declaration that they will provide proper signal strength (Uninterrupted communication with proper voice quality with signal strength of > -85 dba) of their system at all the rest locations of BCCL Command Area inclusive of point 3. (d) within 60 days by installing permanent infrastructure at their own cost.

3.4 Sub contractors experience and resources will not be taken into account in determining the bidders compliance with qualifying criteria.

3.5 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.

Note:- 1. The qualification criteria shown above are to be considered as a standard for normal works.
4. **ONE BID PER BIDDER:**

4.1 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.

5. **COST OF BIDDING**

5.1 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.

6. **SITE VISIT**

6.1 The Bidder at the Bidder’s own responsibility, cost and risk, is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the works. The costs of visiting the site shall be at the Bidder’s own expense.

6.2 It shall be deemed that the tenderer has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he actually visits the site/area or not and has taken all the factors into account while quoting his rates.

7. **CONTENT OF BIDDING DOCUMENTS:**

7.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with Clause –9:

- Notice Inviting Tender
- Sec -1 Instruction to Bidders
- Sec -2 Forms of Bid and Qualification information
- Sec -3 Conditions of contract
- Sec -4 Forms of Securities & Form of Article of Agreement.
- Sec-5 Scope of work/bill of Quantities

8. **CLARIFICATION OF BIDDING DOCUMENTS**

8.1 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 Bids. Copies of the Employer’s response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry but without identifying its source. Such response will also be displayed in company’s website.
9. **AMENDMENT OF BIDDING DOCUMENTS**

9.1. Before the deadline for submission of Bids, the Employer may modify the bidding documents by issuing addenda.

9.2. 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.

9.3. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer shall extend, as necessary, the deadline for submission of Bids, in accordance with Sub-clause 18.2 below. And the same is also to be communicated simultaneously to all the purchasers of the Bidding Documents and will be displayed in companies website.

10. **LANGUAGE OF BID**

10.1. All documents relating to the Bid shall be in English language.

11. **DOCUMENTS COMPRISING THE BID**

11.1. The Bid, comprising of two 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),(ii), (iii), (iv) and (v)
      
      i) Bid security/ Earnest Money Deposit
      
      ii) Bank Draft towards cost of tender document in case if downloaded from BCCL website
      
      iii) Letter of the Bidder submitting the bid in the form as stipulated in contractor’s bid of section-2
      
      iv) Qualification information as indicated in section-2 and documents as required in accordance with stipulations of Section-2 and any other materials required to be completed and submitted by bidder in accordance with these instruction
      
      v) 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 contract (excluding the price bid)

   b) Part-II of the Bid to be submitted will be 2nd inner sealed envelop comprising of priced bill of quantities.

   c) Both the inner sealed envelopes will then be placed in one outer envelope, sealed and marked properly as per clause 17 and submitted to the employer at its address before the deadline for submission of the bid as described in clause 18.

12. **BID PRICES**

12.1. The bidder shall offer for the whole 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.

12.2. The Bidder shall fill – in rates and prices for all items of the works described in the bill of quantities. Corrections, if any, shall be made by crossing out, initialing, dating and re-writing.
12.3 All duties, taxes and other levies payable by the contractor under the contract or for any other cause as applicable on the last date of submission of tender, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. All incidentals, 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.

However, such duties, taxes, levies, etc which is notified after the last date of submission of tender and/or any decrease/increase over the rate existing on the last date of submission of tender shall be reduced/as legally payable and reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.

12.4 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.

12.5 **Price Fall Clause** – i) The rental charged under the contract by the service provider shall in no event exceed the lowest price at which the service provider offers to provide connectivity of identical description to any other organization from date of offer till completion of the services under the contract.

ii) If at any time during the said period the service provider offers lower price of identical description to any other organization at a price lower than the price chargeable under this contract, the service provider shall forthwith notify such reduction to the consignee concerned under intimation to CGM(E&M), BCCL, Level – IV, Koyla Bhawan, Koyla Nagar, Dhanbad and the price payable under the contract for the services after date of coming into force of such reduction shall stand correspondingly reduced. The bidder should confirm their acceptance of this clause.

13. **CURRENCIES OF BID AND PAYMENT**:

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

14. **BID VALIDITY**:

14.1. 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.

14.2. 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 Clauses 15 in all respects.

15. **BID SECURITY / EARNEST MONEY DEPOSIT**:

15.1 The bidder shall furnish as part of his bid, a Bid Security/Earnest Money in the amount as shown in NIT for this particular work. Bid Security/EMD will be required to be deposited in the form of irrevocable Bank Guarantee (from Scheduled Bank at its Branch at Dhanbad/Kolkata) with validity 28 days beyond the validity of the bid in the format given in the bid document. Certified cheques and demand drafts will also be acceptable as Earnest Money/Bid Security drawn in favour of Bharat Coking Coal Limited on any Scheduled Bank payable at its branch at Dhanbad.

15.2 Any Bid not accompanied by an acceptable Bid Security/EMD shall be rejected by the Employer as non-responsive.

15.3 The Bid Security/EMD of the unsuccessful bidder shall become refundable. The unsuccessful bidder for this purpose means the bidders who have not qualified for opening of Part II (Price Bid) and those who have not emerged as L-I tenderer after opening of Price Bid.
15.4 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.

15.5 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.

c) If the Bidder does not accept the correction of the Bid Price pursuant to clause 26/25 of ITB.

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

16. FORMAT AND SIGNING OF BID:
16.1 The Bidder shall prepare the bidding documents comprising the Bid as described in Clause 11 of these instruction to Bidders.

16.2 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, pursuant to Sub-Clause-3.3 (a). All pages of the Bid documents shall be initialed by the person or persons signing the Bid.

16.3 The Bid shall contain no alterations, or additions, except those to comply with instructions issued 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.

17. SEALING AND MARKING OF BIDS:
17.1 The Bidder shall seal the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes in the following manner:

   1st inner sealed envelope will be marked “Part –I bid for….. comprising Bid Security/ EMD, with qualification information”.
   2nd inner sealed envelope will be marked as “Part –II (Price Bid) for…….”
   Outer sealed envelop will be marked as “Bidding Documents for…….”

17.2 The inner envelopes placed in outer envelopes shall:
   a. be addressed to the Employer at the following address:
      General Manager(E&M), BCCL,
      Level -IV, Koyla Bhawan, Dhanbad- 826005.
   b. inner and outer envelopes will bear the following additional identification:
      • Bid for ……
      • Bid Reference No…..
      * DO NOT OPEN BEFORE ………Hrs. ON………..

17.3 In addition to the identification required in Sub-Clause 17.2 the inner and outer envelopes shall indicate the name and address of the Bidder.

17.4 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.

17.5 The envelop marked “Cost of Tender Documents and the Undertaking” if any for such bidders as have downloaded the tender document from website as mentioned in ANNEXURE-D, has to be put in the outer envelop as mentioned above.
18 **DEADLINE FOR SUBMISSION OF BIDS:**
18.1. Bids shall be delivered to the Employer at the address specified above no later than .......... Hrs. 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 next working day.

18.2. The Employer may extend the deadline for submission of Bids by issuing an amendment in accordance with Clause 9, 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.

19 **LATE BIDS**
19.1 Any Bid received by the Employer after the deadline prescribed in Clause 18 due to any reason whatsoever will not be accepted.

20. **MODIFICATION AND WITHDRAWAL OF BIDS**
20.1. Bidders may modify or withdraw their Bids by giving notice in writing before the deadline prescribed in Clause 18 in case the bidder has submitted the bid well before the deadline.

20.2. Each Bidder’s modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 11, 16, 17, and 18, with the outer and inner envelopes additionally marked “MODIFICATION” or “WITHDRAWAL”, as appropriate.

20.3. No Bid may be modified after the deadline for submission of Bids.

20.4. 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 14.2 may result in the forfeiture of the Bid Security pursuant to Clause-15.

21. **BID OPENING**
21.1. The Employer will open the Part-I of the bids, including modifications made pursuant to Clause 20, in the presence of the bidder’s or their representatives who choose to attend at the time and in the place specified in Clause 18. 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.

21.2. 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.

21.3. Envelopes marked ‘WITHDRAWAL” shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause –20 shall not be opened.
21.4. 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.

22. **PROCESS TO BE CONFIDENTIAL**
22.1. 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.

23. **CLARIFICATION OF BIDS**
23.1. 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.

24. **EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:**
24.1. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:
   a) meets the eligibility criteria defined in Clause 3;
   b) has been properly signed;
   c) is accompanied by the required securities; and
   d) is substantially responsive to the requirements of the Bidding documents.
24.2. 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 deviation 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 position of other Bidders presenting substantially responsive Bids.
24.3. If a Bid is not substantially responsive, it may be rejected by the Employer at its sole discretion.

25. **CORRECTION OF ERRORS**
25.1. Bids determined to be substantially responsive will be checked by the Employer for any arithmetical errors. 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 there 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 sum 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 sections of the offer.
25.2. 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.
26. **EVUALATION AND COMPRISON OF BIDS**

26.1. The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with clause –24.

26.2. In evaluating the Bids, the Employer will determine for each bid the evaluated bid price by adjusting the bid price as follows:
   a) Making any correction for errors pursuant to clause 25.
   b) Making an appropriate adjustments to reflect discounts or other price modifications offered in accordance with clause 20.

26.3. 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 otherwise result in unsolicited benefit for the bidder shall not be taken into account in bid evaluation.

26.4. If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer’s 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 of Quantities, to demonstrate the internal consistency of these prices with the methods and schedule proposed.

27. **AWARD CRITERIA**

27.1. Subject to Clause –28, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be:
   a) eligible in accordance with the provisions of Clause 2; and
   b) qualified in accordance with the provisions of clause 3.

28. **EMPLOYER’S RIGHT TO ACCEPT ANY BID AND NEGOTIATE AND TO REJECT ANY OR ALL BIDS**

28.1. Notwithstanding clause 27, the Employer reserves the right to accept, negotiate 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 liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer’s action.

29. **NOTIFICIATION OF AWARD AND SIGNING OF AGREEMENT:**

29.1. The Bidder, whose Bid has been accepted, will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex, or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of contract called the “Letter Of Acceptance”) will state the sum that the contractor as prescribed by the contract (hereinafter and in the contract called “the contract price”).

29.2. The notification of award will constitute the formation of the contract, subject only to the furnishing of a Performance Security / Security deposit in accordance with clause 30.

29.3. The agreement will incorporate all agreements between Employer and the successful Bidder within 28 (twenty-eight) days following the notification of award along with the letter of acceptance.
30. **PERFORMANCE SECURITY / SECURITY DEPOSIT**

30.1 The Party shall give PBG bond issued by a scheduled Bank having their branch at Dhanbad, equal to 5% of the Annual contract value. No further security deposit shall be recoverable from Running Account Bill. EMD of successful bidder shall be converted into part of the amount towards Performance Bank Guarantee. The Security Deposit shall bear no interest.

30.2 Performance Security should be 5% of annualized contract value and should be submitted within 28 days of receipt of 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 drawn in favour of Bharat Coking Coal Limited on any Schedule Bank payable at its Branches at –Dhanbad.

The bid security deposited in the form of Bank Guarantee shall be duly discharged and returned to the contractor on issuing No Objection Certificate by Nodal officer of BCCL after one year. The Party will have to submit fresh Bank Guarantee every year during the contract period. Failing which payment will be retained.

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

30.3 5% performance security should be refunded within 60 days of the completion of the work. (The date of completion of the work will be certified by the Engineer In-charge).

31. **EMPLOYMENT OF LOCAL LABOUR**

31.1 “Contractors are to employ, 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”.

32. **LEGAL JURISDICTION**

32.1 Matter relating to any dispute or difference arising out of this tender and subsequent contract awarded based on the bid shall be subject to the jurisdiction of Dhanbad court only.
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 15 of the Instructions to Bidders is enclosed herewith (to be filled in by the Bidder).

This 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 Bidder : ...............................(the Contractor).
Address :

Date :
(To be filled in by the Bidder)

Encl:
l) EMD of Rs...............................vide .................dt........
ii) 
iii) 
iv) 
v) 
vi)
FORMS OF BID AND QUALIFICATION INFORMATION

QUALIFICATION INFORMATION
(In sealed Cover)
(The information to be submitted by the Bidders)

1. BIDDERS’ DETAILS
1.1. Constitution or Legal status of Bidder (attached copy)
Place of registration: ........................................
Principal place of business: ..................................
Power of attorney of signatory Bid ...(attach)

1.2. Details of turnover

<table>
<thead>
<tr>
<th>Year</th>
<th>Turnover in Rs.</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1.3. Joint Venture Details:

Name of all partners of a joint venture
1. Lead Partner.
2. Partner.
3. Partner.

Notes:
Joint ventures must comply the following requirements:

i) Following are the minimum qualification requirements for joint ventures.
   a) The qualifying criteria parameter e.g. experience, financial resources and the fleet strength
      of the individual partners of the JV will be added together and the total criteria should not
      be less than as spelt out in para 3.0 of ITB as qualification criteria.

ii) The formation of joint venture or change in the Joint Venture character/partners after
    submission of the bid and any change in the bidding regarding joint venture will not be permitted.

iii) Any bid shall be signed so as to legally bind all partners jointly and severally and any bid shall
    be submitted with a copy of the Joint Venture Agreement (JV Agreement) providing the joint and
    several liabilities with respect to the contract.

iv) The pre qualification of a Joint Venture does not necessarily pre qualify any of its partners
    individually or as a partner in any other Joint Venture or association. In case of dissolution of a
    Joint Venture, each one of the constituent firms may pre qualify if they meet all the pre
    qualification requirement, subject to written approval of the Employer.

v) The bid submission must include documentary evidence to the relationship between Joint
    Venture Partners in the form of JV Agreement to legally bind all partners jointly and severally for
    the proposed agreement which should set out the principles for the constitution, operation,
    responsibilities regarding work and financial arrangements,
participation (percentage share in the total) and liabilities (joint and several) in respect of each and all of the firms in the Joint Venture. Such JV Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre qualified) and to execute the contract for the facilities if their bid is successful.

vi) One of the partners responsible for performing a key component of the contract shall be designated as lead partner. This authorization shall be evidenced by submitting with the bid a power of attorney signed by legally authorized signatories of all the partners.

vii) The JV Agreement must provide that the lead partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture and the entire execution of the contract shall be done with active participation of the lead partner.

viii) The contract agreement should be signed jointly by each Joint Venture Partners.

ix) An entity can be a partner in only one Joint Venture. Bid submitted by Joint Ventures including the same entity as partner will be rejected.

x) The JV agreement may specify the share of each individual partner for the purpose of execution of this contract. This is required only for the sole purpose of apportioning the value of the contract to that extent to individual partner for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that tender.

1.4. Details of experience for similar nature and complexity of work with documentary evidence

Use a separate statement for each contract.

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Number of contract / Name of contract</th>
<th>Name of the employer</th>
<th>Employers address</th>
<th>Nature of work and special features if any</th>
<th>Contractor’s role (check one)</th>
<th>Value of the total contract</th>
<th>Date of award</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td>(2)</td>
<td>(3)</td>
<td>(4)</td>
<td>(5)</td>
<td>(6)</td>
<td>(7)</td>
<td>(8)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date of completion</th>
<th>Specified Requirements of work in Mobile connectivity</th>
</tr>
</thead>
<tbody>
<tr>
<td>(9)</td>
<td>(10)</td>
</tr>
</tbody>
</table>
1.5. 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 (copies to be submitted and the following format to be filled up):

<table>
<thead>
<tr>
<th>Source of financing</th>
<th>Amount in Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
</tr>
</tbody>
</table>

1.6. Details of the bankers:

<table>
<thead>
<tr>
<th>Name of the banker</th>
<th>Address of the banker / Telephone/ Fax</th>
<th>Contact name &amp; Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
2.0.  Permanent Income Tax Account No (PAN) :

3.0.  DETAILS OF EARNEST MONEY/ PERFORMANCE SECURITY:
Deposit of Earnest Money by:
Draft No.:
Drawn on:
Amount (Rs):

4.0.  OTHERS DETAILS:
(a) Details of registration/ enlistment with Government organizations/ PSUs/Subsidiaries of Coal India.

(b) Certificate of registration as per statutory requirements under Contract Labour Laws as may be applicable.

(c) Certificate of registration with Provident Fund Authorities

5.0.  Acceptance by the Tenderer of conditions of contract as per Tender Documents (attach signed copies of the bid document issued to them along with the tender as proof of acceptance ).

Signature of the tenderer

Note: Separate sheets may be attached to furnish details, if necessary.
PART - I
SECTION – 3  CONDITIONS OF CONTRACT

GENERAL TERMS AND CONDITIONS

1. Definitions:

I) The word “COMPANY” or “EMPLOYER” or “OWNER” wherever occurs in the conditions, means the Bharat Coking Coal Limited, represented at the headquarters of the company by the Chairman-cum-Managing Director or his authorized representative or any other officer specially deputed for the purpose.

II) The word “Principal Employer” wherever occurs, means the authorized representative or any other officer specially deputed by the company for the purpose.

III) The word “Contractor / Contractors” wherever occurs means the successful bidder / bidders who has / have deposited the necessary Earnest Money and has / have been given written intimation about the acceptance of tender and has / have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or company, as the case may be.

IV) “The Site” shall mean the site of the contract work including land and any building and erections thereon and any other land allotted by the company for contractor’s use.

V) “Accepting Authority” shall mean the management of the company and includes an authorized representative of the company or any other person or body of persons empowered in this behalf by the company.

VI) A “Day” shall mean a day of 24 hours from midnight to midnight.

VII) “Engineer In-Charge” / designated officer in charge will be clearly defined in the contract document. Engineer- In-Charge / Designated Officer in-charge who is of an appropriate seniority will be responsible for supervising and administering the contract, certifying payment due to the contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. Engineer-In-Charge / Designated Officer In-charge may further appoint his representatives i.e. another person / project manager or any other competent person and to notify to the contractor who is directly responsible for supervising the work being executed at the site on his behalf under the delegation of powers of the company. However over all responsibility, as far as the contract is concerned will be that of the Engineer-In-Charge / Designated Officer In-charge.

VII) The “contract” shall mean the notice inviting tender, the tender as accepted by the company and the formal agreement executed between the company and the contractor together with the documents referred to therein including general terms and conditions, special conditions, if any, schedule of quantities with rates and amounts, Schedule of work.
IX) The “Works” shall mean the works required to be executed in accordance with the contract or parts thereof as the case may be and shall include all extra or additional or any work of emergent nature, which in the opinion of the Engineer-in-charge, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.

X) “Schedule of rates” referred to in this condition shall mean the standard schedule of rates prescribed by the company and the amendments issued from time to time.

XI) “Contact price” shall mean:
In the case of lump sum contact the total sum for which tender is accepted by the company.
In the case of other types of contracts the total sum arrived at, based on the individual rates quoted by the tenderer for the various items shown in the “Bill of Quantities” of the tender documents as accepted by the company with or without any alteration as the case may be.

XII) “Written notice” shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person 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 registered mail to the last business address known to him who gives the notice.

2. Contract Documents:
   The following documents shall constitute the contract documents:
   i) Article of Agreement,
   ii) Notice Inviting Tender,
   iii) Letter of acceptance of tender indicating deviations, if any from the conditions of contract incorporated in the Bid/ tender document issued to the bidder,
   iv) Condition of contract, including general terms and conditions additional terms and conditions, special conditions, if any etc. forming part of the Agreement,
   v) Scope of works/ bill of quantities and Finalized work programme.

2.1 After acceptance of tender and on execution of contract/issue of work order to proceed with the work, as the case may be, the contractor shall be furnished, free of charge, two copies of contract documents (certified true copies), excepting those drawings to be supplied during the progress of work. The contractor shall keep copy of these documents, on the site/place of work in proper manner so that these are available for inspection at all reasonable times by the Engineer-in-charge, his representatives or any other officials authorized by the company for the purpose.

2.2 None of these documents shall be used by the contractor for any 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.
3. **Discrepancies and adjustments there of.**

The documents forming part of the contract are to be treated as mutually explanatory of one another.

3.1. In the event of varying or conflicting provisions made in any of the document /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.

3.2. Any error in description, quantity or rate in schedule of quantities or any omission there from , shall not vitiate the contract or release the contractor from discharging his obligations under the contract including execution of work according to the specifications forming part of the particular contract document.

3.3. Any difference detected in the tender/ tenders submitted, resulting from :
   a) Discrepancy between description in words and figures, the rate which corresponds to the words quoted by the contractor shall be taken as correct.
   b) Discrepancy in the amount quoted by the contractor due to calculation mistake of the unit rate and quantity, the unit rate shall be regarded as firm and amount corrected.
   c) Discrepancy in totaling or carry forwards in the amount quoted by the contractor shall be corrected.

The tendered sum so corrected and altered shall be substituted for the sum 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 sections of schedule of quantities.

4. **Security Deposit :**

4.1. The Party shall give PBG bond issued by a Nationalized Bank having their branch at Dhanbad, equal to 5% of the Annual rental value. No further security deposit shall be recoverable from Running Account Bill. EMD of successful bidder shall be converted into part of the amount towards Performance Bank Guarantee. The Security Deposit shall bear no interest.

4.2. Performance security should be 5% of contract amount and should be submitted within 28 (twenty-eight) days of receipt of LOA by the successful Bidders 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 drawn in favour of Bharat Coking 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 on issuing No Objection Certificate by Nodal officer of BCCL after one year. The Party will have to submit fresh Bank Guarantee every year during the contract period. failing which payment will be retained.

Failure of the successful bidder to comply with the requirement as above shall constitute sufficient ground for cancellation of the award of work and forfeiture of the bid security.
4.5 5% performance security should be refunded within 60 days of the completion of the work. (The date of completion of the work will be certified by the Engineer In-charge).

4.6 Refund of Security Deposit: The refund of security deposit shall be subject to company’s right to deduct/appropriate its dues against the contractor under this contract or under any other contract. On completion of the work and certified as such by the Engineer-in-charge, the security deposit, remaining with the company shall be refunded. However, for contracts for more than 1(one) year period, Security deposit accrued by paying the running bill at 95%, may be refunded annually on submission of Bank Guarantee of equivalent amount subject to satisfactory performance of the contractor during the year.

5. Deviations/ variations in quantities:

Extent and pricing: The quantities given in the “Schedule of Quantities” are provisional and are meant to indicate the extent of the work and to provide a uniform basis for tendering and any variation either by addition or omission shall not vitiate the contract.

5.1 The company through its Engineer In charge or his representative shall, without radically changing the original scope and nature of the contracted work, have power to make any alterations in or additions to or substitution of the original and instructions that may appear to be necessary or advisable during the progress of the work. The contractor shall be bound to carry out the works in accordance with the instructions given to him in writing by the Engineer In charge or his representative on behalf of the company. Such altered or additional or substituted work, which shall form part of the original contract, shall be carried out by the contractor on the same conditions in all respects on which they agreed to do the main work and at the same rate/rates as are specified in the contract.

5.2 If the additional, altered work includes any class of work for which no rate/rates is/are specified in the contract, rates for such items shall be determined by the Engineer-in-Charge as follows:

a) The rate shall be derived from the rate/rates for similar or near similar class of work as is/are specified in the contract/tender, failing which

b) The rate shall be derived from the company’s prescribed schedule of rates based on which the estimate for tendering has been prepared plus or minus the percentage by which the tendered amount for the whole work quoted by the contractor is above or below the estimated amount as per the tender documents, failing which
c) The rate shall be derived from contractor’s rate claimed for such class of work supported by analysis of the rate/rates claimed by the contractor. The rate to be determined by the Engineer-In-charge as may be considered reasonable taking into account percentage of profit and overhead not exceeding ten percent or on the basis of market rates, if any, prevailing at the time when work was done. In the case of composite tenders, where two or more schedule of quantities for similar item description may form part of the contract, the applicable rate shall be taken from the schedule of quantities of that particular part in which the deviation is involved, failing that at the lowest applicable rate for the similar item of work in the other schedule of quantities.

However, the Engineer-In charge shall be at liberty to cancel the instruction by notice in writing and to arrange to carry out the work in such a manner as he/she considers advisable under the circumstances. The contractor shall under no circumstances suspend the work on the plea of non-settlement of rates.

5.3 Alterations in the quantities shall not be considered as a change in the conditions of the contract nor invalidate any of the provisions thereof provided that a supplementary work order or agreement for the item/items involved will be necessary when the alterations involved one or more of the followings:

(i) an increase of more than 10% of the total cost of work calculated from the original tendered quantities and the contract price.

(ii) More than 10% deviation from original awarded value should require approval of next higher authority, but total amount should be within the delegated power of next higher authority.

5.4 The time for completion of the originally contracted work shall be extended by the Company in the proportion that the additional work (in value) bears to the original contracted work (in value) as may be assessed and certified by the Engineer-in-charge.

5.5 The company through its Engineer-in-charge or his representative, on behalf of the company, shall have power to omit any part of the work for any reason and the contractor shall be bound to carry out the work in accordance with the instructions given by the E.I.C. No claim for extra charges/damages shall be made by the contractor on these grounds.

5.6 In the event of any deviation being ordered which in the opinion of the contractor changes radically the original scope, and 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 thereof shall be resolved separately with the company.
The re-appropriation/ re-allocation of the quantities may be done with the approval of Engineer-in-charge within the stipulated contract period and contract value with the approval of the approving authority of the contract. In case the approving authority is Board, then with the approval of the CMD of the Subsidiary Company.

6 Time for Completion of Contract, - Extension thereof, Defaults and compensation for delay:

Immediately after the contract is concluded the Engineer-in-charge and the contractor shall agree upon time and progress chart prepared on the basis of a transportation schedule to be submitted by the contractor showing the order in which the work is proposed to be carried out within the time specified in the contract documents. For the purpose of this time and progress chart, the work shall be deemed to have commenced on the expiry of 10 (ten) days from the issue of letter of acceptance/ work order or handing over the site of work which ever is later.

6.1 If the contractor, without reasonable cause of valid reasons, commits default in commencing the execution of the work within the aforesaid date, the company shall without prejudice to any other right or remedy, be at liberty, by giving 15 days notice in writing to the contractor to commence the work, failing which to forfeit the Earnest Money deposited by him.

6.2 In the event of the contractor’s failure to comply with the required progress in terms of the agreed time and progress chart or to complete the work and clear the site on or before the contract or the extended date of completion, he shall without prejudice to any other right or remedy available under the law to the company on account of such breach, shall become liable to pay for penalty as under:

(a) If the average daily progress of work during the calendar months is less than the stipulated rate indicated in the tender document, penalty as detailed below will be levied.

(i) If the average daily progress of work executed during the calendar month is more than 80% and less than 100% of stipulated rate of progress, penalty equal to 10% of the contract value of the shortfall in work shall be levied.

(ii) If the average daily progress of work executed during the calendar month is less than 80% of stipulated rate, penalty equal to 20% of contract value of the shortfall in work shall be levied.

(iii) The aggregate of the penalties so levied shall not exceed 10% of the total contract value.

Penalties will be calculated every month and withheld. The contractor shall be allowed to make up the shortfall in the succeeding two months within the stipulated time of completion. Once the shortfall is fully made up, the so withheld penalty will be released.

6.3 The Company may waive the payment of compensation, depending upon merit of the case, on request received from the contractor if the entire work is completed within the date as specified in the contract or as validly extended without stipulating any penalty.

6.4 Extension of date of completion - On happening of any events causing delay as stated hereunder, the contractor shall intimate immediately in writing the Engineer-in-charge:
a) abnormally bad weather.
b) Serious loss or damage by fire.
c) civil commotion, strikes or lockouts affecting any of the trades employed on the work.
d) delay on the part of contractors or tradesmen engaged by the company not forming part of the contract, holding up further progress of the work.
e) any other causes which, at the sole discretion of the company is beyond the control of the contractor.

A ‘Hindrance Register’ shall be maintained by both the Company and the Contractor at site to record the various hindrances, as mentioned above, encountered during the course of execution.

The Contractor may request the company in writing for extension of time within 14 days of happening of such event causing delay stating also, if practicable, the period for which extension is desired. The company may, considering the eligibility of the request, give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the contractor in writing by the company through the Engineer-in-charge within one month of the date of receipt of such request.

The contractor shall however use his best efforts to prevent or make good the delay by putting his endeavors constantly as may be reasonably required of him to the satisfaction of the Engineer-in-charge.

6.5 Provisional extension of time may also be granted by the Engineer-In-charge during the course of execution, on written request for extension of time within 15 (Fifteen) days of happening of such events as stated above, reserving the company’s right to impose/waive penalty at the time of granting final extension of time as per contract agreement.

6.6 When the period fixed for the completion of the contract is about to expire, the question of extension of the contract may be considered at the instance of the contractor or the company or the both. The extension will have to be by the party’s agreement, expressed or implied.

In case the contractor does not apply for grant of extension of time within 15 (Fifteen) days of hindrance occurring in execution of the work and the company wants to continue with the work beyond the stipulated date of completion for reason of the work having being hindered, the Engineer-in-Charge at his sole discretion can grant provisional extension of time even in the absence of application from the contractor. Such extension of time granted by the Engineer-in-charge is valid provided the contractor accepts the same either expressly or implied by his actions before and subsequent to the date of completion. Such extension of time shall be without prejudice to company’s right to levy compensation under the relevant clause of contract.

6.7 The bidding documents will clearly state that:

a) The successful bidder will advise, in the event of his having resort to this clause by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Major condition. In the event of delay lasting over two months, if arising out of force major, the contract may be terminated at the discretion of the company.
b) For delays arising out of force major, the bidder will not claim extension in completion date for a period exceeding the period of delay attributably to the causes of force major and neither company nor the bidder shall be liable to pay extra cost (like increase in rates, remobilization advance, idle charges for labour and machinery etc.) provided it is mutually established that the force major conditions deed actually exist.

c) If any of the force major conditions exist in the place of operation of the bidder event at the time of submission of bid he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.

7 Quality assurance

The contractor shall carry out and complete the work in every respect in accordance with the contract and shall ensure that the work conforms strictly to the instructions of the Engineer-in-charge. The Engineer-in-charge may issue from time to time further detailed instructions/directions in writing to the contractor. All such instructions/directions shall be consistent with the contract documents and should be reasonably inferable there from, along with clarifications/explanations thereof, if necessary.

8.5 Payment on account – The contractor shall submit interim bill/bills for the works in accordance with the contract. The Engineer-in-charge shall then arrange for verification of the bill/bills with reference to the measurement taken or to be taken or any other records relevant for the purpose.

8.6 Payment on account shall be made on the Engineer-in-charge certifying the sum to which the contractor is considered entitled by way of interim payment for the following:

a) The work executed as covered by the bill/bills after deducting the amount already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the contract.

8.7 Any certificate given by the Engineer-in-charge for the purpose of payment of interim bill/bills shall not of itself be conclusive evidence that any work/materials to which it relates is/are in accordance with the contract and may be modified or corrected by the Engineer-in-charge by any subsequent certificate or by the final certificate.

8.8 The company reserves the right to recover/enforce recovery of any overpayments detected after payment as a result of post payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed claims, if any, of the contractor exceeds the amount of such overpayment and irrespective of the facts whether such disputed claim of the contractor are the subject matter of arbitration or not. The amount of such overpayments may be recovered from the subsequent bills under the contract, failing that from contractor’s claim under any other contract with the company or from the contractor’s security deposit or the contractor shall pay the amount of overpayment on demand.

8.9 Amount payable/recoverable for any subsequent change in the sales tax on works contract will be made to/from the contractors after departmental verification of such changes of tax law issued by statutory authority.


The company shall, in addition to other remedial steps 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 continues to do so even after a notice in writing from the Engineer-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 and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the Engineer-in-charge, then on the expiry of the period as may be specified by the Engineer-in-charge 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 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 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-bona fide methods of competitive tendering.

OR

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

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

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, 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-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 levied on his/their 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 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 the partnership concern.
9.2 On cancellation of the contractor or on termination of the contractor, the Engineer-In-Charge 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 up to the time of cancellation less on a/c payments made till date and value of 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 9.1(d).

9.3 Suspension of Work;

The Company shall have power to suspend the progress of the work any part thereof and the Engineer-in-charge may direct the contractor in writing to suspend the work, for such period and in such manner as may be specified therein on account of any default on the part of the contractor, or for proper execution of the work for reasons other than any default on the part of the contractor, or on ground of safety of the work or part 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.

9.4 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 the company, through its Engineer—in—charge, 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 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 the Engineer-In-charge, furnish to him books of account, papers relevant documents as may be necessary to enable the Engineer-in-charge to assess the amount payable. 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.

9.5 The work shall, throughout the stipulated period of contract, be carried out with all due diligence on the part of the contractor. In the event of termination or suspension of the contract, on account of default on the part of the contractor, as narrated herein before, the security deposit and other dues of this work or any other work done under this company shall be forfeited and brought under the absolute disposal of the company provided, that the amount so forfeited shall not exceed 10% of the contract value.
10 Completion Certificate:

10.1 On completion of the work and notifying the same by the contractor to the Engineer–in–charge, Completion certificate shall be issued by the Engineer–in–charge only in the event of work is completed satisfactorily in every respect. Payment of final bill shall be made on the completion of the contract and refund of security deposit shall, however, be made as per relevant clause of the contract.

11 Responsibilities of the Contractor:

i) The company reserve the right to let other contractors in connection with the project and the contractor/contractors shall co-operate in the works for the introduction and stores and materials and execution of his/their works.

ii) The contractor/contractors shall employ only competent, skillful and orderly men to do the work. The Engineer-In-Charge shall have the right to ask the contractor/contractors to remove from the work site any men of the contractor/contractors who in his opinion is undesirable and the contractor/contractors will have to remove him within three hours of such orders.

iii) 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, 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’s Compensation Act or any other similar laws in force, and shall indemnify the company against any claim on this account. The contractor/contractors shall all time exercise reasonable precautions for the safety of employees in 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 provision of the safety handbook as approved and amended from time to time by the Govt. of India.

iv) The contractor/contractors shall familiarize themselves with and be governed by all laws and rules of India and local statutes and orders and regulations applicable to his/their work.

v) Building for the sanitary necessities of all persons employed on the work shall be constructed and maintained in the number, manner and place approved or ordered by the Engineer-in-charge. The contractor/contractors shall vigorously prohibit committing of nuisance at any other place. Cost of all works under these items shall be covered by the contractor’s/contractors’ tendered rates.
vi) The contractor/contractors shall furnish to the Engineer-In-Charge or his authorized representative with work reports from time to time regarding the contractor /contractors organization and the progress made by him/them in the execution of the work as per the contract agreement.

vii) All duties, taxes and other levies payable by the contractor under the Contract or for any other cause as applicable on the last date of submission of tender shall be included in the rates, prices and the total Bid price submitted by the Bidder. All incidentals, 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. However, such duties, taxes, levies etc which is notified after the last date of submission of tender and/or any increase over the rate existing on the last date of submission of tender shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.

viii) The company reserves the right to deduct / withhold any amount towards taxes, levies etc. and to deal with such amount in terms of the provisions of the statute or in terms of the direction of any statutory authority and the company shall only provide with certificate towards such deduction and shall not be responsible for any reason whatsoever.

ix) The contractor/contractors shall make his/ their own arrangement for all materials, tools, staff and labourer required for the contract, which shall include cost of lead, lift, loading, unloading, railway freight, recruiting expenses and any other charges for the completion of the work to the entire satisfaction of the company.

x) The work shall not be sublet to any other party, unless approved by Engineer-in-charge in writing.

xi) The contractor/contractors shall not pay less than the minimum wages to the labourers engaged by him/them as per Minimum Wages Act or such other legislation or award or the minimum wages fixed by the respective State Government as may be in force. The Contractor/Contractors shall make necessary payment of the Provident Fund for the workmen employed by him for the work as per the laws prevailing under provisions of CMPF and allied schemes and Miscellaneous Provisions Act 1948 of employees provident fund and Miscellaneous Provisions Act 1952 as the case may be.

xii) All accounts 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 the payment to the laborer by its representatives.

xiii) Insurance – The contractor shall take full responsibility to take all precautions to prevent loss or damage to the works or part thereof for any reason whatsoever (except for reasons which are beyond control of contractor or act of God, e.g. flood, 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 condition and in conformity with the requirements of the contract and instructions of the Engineer-in-charge if any.
a) The contractor shall at all times during the pendency of the contract indemnify the company against all claims, damages or compensation under the provision of the Workmen’s Compensation Act and shall take insurance policy covering all risk, claims, damages or compensation payable under the Workmen’s Compensation Act or under any other law relating thereto.

b) The contractor shall ensure that the insurance policy /policies is/are kept alive till full expiry of the contract by timely payment of premiums and shall not be cancelled without the approval of the company and a provision is made to this effect in all policies, and similar insurance policies are also taken by his subcontractors if any. The cost of premium shall be borne by the contractor and it shall be deemed to have been included in the tendered rate.

c) In the event of contractor’s failure to effect or to keep in force the insurance referred to above or any other insurance which the contractor is required to effect under the terms of the contract, the company may effect and keep in force any such insurance and pay such premium/premiums as may be necessary for that purpose from time to time and recover the amount thus paid from any moneys due to the contractor.

12 Settlement of disputes:

It is incumbent upon the contractor to avoid litigation and disputes during the course of execution. However, if such disputes take place between the contractor and the department, effort shall be made first to settle the disputes at the company level. The contractor should make request in writing to the Engineer-In-charge for settlement of such disputes/claims within 30 (thirty) days of arising of the cause of dispute/claim failing which no disputes / claims of the contractor shall be entertained by the company. If differences still persist, the settlement of the dispute with Govt. Agencies shall be dealt with as per the Guidelines issued by the Ministry of Finance, Govt. of India in this regard. In case of parties other than Govt. Agencies, the redressal of the dispute may be sought in the Court of Law.
SPECIAL TERMS AND CONDITIONS FOR THE CONTRACT

1. This is in addition to the general terms and conditions of contract of BCCL. Wherever special terms and conditions differ from Contract Management Manual of CIL, special terms and conditions shall over-rule the later (can be downloaded from website http://coalindia.nic.in)

   i) The tariff finalized during the agreement shall be firm for all practical purposes. However, revision, if any, is permitted only in case of change in TRAI regulations’ and can be implemented proportionately with mutual consent basis.

   ii) The communication carried out by the CUG is classified in nature and in no way either directly or indirectly be accessed by the party or outsider.

   iii) No person other than user designated by BCCL should be part of CUG. The service provider shall ensure proper signal strength (i.e., uninterrupted communication with proper voice quality with signal strength of > -85 dbm) of their system at various locations of BCCL Command Area after placement of LOI. A joint testing of availability of Signal will be done at all Area offices of BCCL by a team comprising representative of each T.C member & representative of each tenderer after opening Part-I of the Tender. Part-II i.e. Price Bid of only those tenderer will be opened whose availability of signal will be found at each Area offices of BCCL (Name & Locations of Area Offices and Map of BCCL Command Area are enclosed as Annexure – H and G respectively for reference). If the tenderer or their representative do not appear at the date & time of joint testing, report of rest of the member will be final.

   iv) Suitable space for installation of BTS at BCCL Command Area if required shall be provided by BCCL on chargeable basis.

   v) Power supply on chargeable basis for BTS as per norms of BCCL.

   vi) The safety and security of bidder’s equipment within BCCL premises is sole responsibility of the service provider.

   vii) Activation of SIM should be free of charge.

2. Submission of Technical Literature and Brochure

   One set of detailed technical literature shall be submitted in English along with the bid. The literature shall contain detailed specification and information about all the modules of the service along with drawings and POI (Point of Interconnections) schemes.

3. NIT Response / Deviation statement

   The bidder shall go through the entire document and must comply with all the terms and conditions. A compliance statement in the form of Complied or Not – Complied shall be given against each item and specification of the tender document. The compliance statement should be supported by authentic documentation. All information desired in various clauses of the NIT should be submitted along with the technical offer.

4. Time Schedule

   Initially the bidder will be required to supply SIM cards / mobile connections and enable services within 15 days from the date of award of contract. Subsequently, as and when additional requirements take place, the same shall be forwarded and service should be enabled within 2 days of placement of order. Order for additional CUG SIMs / mobile connections would be placed by BCCL as per terms and conditions of the contract as and when necessary. Whenever withdrawal of CUG SIMs / mobile connections take place, it should be made effective within 24 hours on serving written order.
5. Installation and acceptance

The SIM cards / Mobile connections must be supplied and configured in full as per ordered specification. Testing and acceptance will be done at BCCL by the operating authority. BCCL reserve the right to reject the SIM cards / mobile connections if the services are not conforming to the terms in contract agreement. Rejected SIM cards / mobile connections will be returned to the service provider for immediate replacement within 24 hours.

6. Duration of Contract
The contract shall be valid for the period of 5 years at the same terms, rates and conditions.

7. Warranty and service penalty
7.1 Within sixty days rental will be paid for those connections which has connectivity in BCCL Command Area.
7.2 After sixty days if successful tenderer fails to provide connectivity in all the locations of BCCL Command Area rental of all the connections will be stopped till connectivity provided at all locations in BCCL Command Area.
7.3 If the successful tenderer fails to establish connectivity within six months, EMD shall be forfeited, their PBG shall also be encashed and the contract shall be cancelled at the sole discretion of the operating authority.
7.4 After successful implementation, in case there is any connectivity failure for more than 24 hours after intimation to the Nodal Officer of the firm, a penalty amounting to Rs. 5=00 per connection per day will be recovered from CUG Rental Bill. If connectivity failure remains more than five days in continuation, then no CUG rental will be paid for that connection for that month. However the penalty can be waived if failure is due to reason beyond the control of service provider like flood, fire, earthquake and other acts of nature under force majorae, if the same is intimated to BCCL Nodal Officer in writing within 24 hours. However in this regard the decision of BCCL will be final and binding.
7.5 The Party shall provide monthly QoS performance parameters and bench marks for Mobile Services as per latest TRAI report on quality of service in the format given at Annexure – F. They shall also provide Data of accumulated downtime along with frequency to the operating authority.

8. Payment of monthly Bills
8.1 The bill should be submitted to the Nodal Officer of BCCL and the Paying Authority will be F.M.(Pay)l/c, Koyla Bhawan.
8.2 The billing of CUG connection will be paid on monthly basis from BCCL Hqr, Pay Section.
8.3 In case of non-payment other than rental CUG connectivity should not be discontinued but other than CUG can be barred till payment is made.
9. The firm will have to provide connectivity with all existing exchanges at BCCL HQRS as well as Area Level (Around 20 Nos.) with the CUG by providing and installing fixed cellular terminal cards in the existing exchanges.
10. Finalisation of L1 bidder shall be decided based on the total value of charges per month inclusive of taxes etc for 2386 Nos connections as detailed in 1(a) to 1(e) in BOQ. No other parameters shall be taken into account for evaluation of L1 bidder.
11. BCCL management reserves the right to include or delete or change in slabs of the connections under CUG on the same terms and conditions to be finalized as per NIT.
13. Once the order is placed the connectivity should be made available within sixty days after receipt of work order in all locations of BCCL Command Area and rental payment will be release on monthly basis w.e.f. date of commissioning of connectivity under Closed User Group.
14. Supply Testing and Acceptance of SIM Cards

14.1 Out of 2386 SIM Cards, initially the bidder is required to supply pre activated SIM Cards and Mobile Connections to enable services within 15 days from the date of award of contract. The Number of SIMS initially taken as per requisition given by Nodal Officer of BCCL to Successful bidder. Subsequently as and when requirement takes place the requisition will be given by Nodal Officer of BCCL and it shall be provided within 2 days of requisition. The rental will be paid for those connection from the date receipt of SIM Card.

14.2 Order for Additional CUG SIMS/Mobile connection (beyond 2386 Connections) would be paid by BCCL as per terms and conditions of the contract as and when necessary.

14.3 Whenever withdrawal of CUG / Mobile connections takes place, it should be made effective within 24 hours after serving written intimation by Nodal Officer of BCCL.

14.4 The SIM / Mobile connections must be supplied and configured in full as per ordered specification.

14.5 Testing and acceptance will be done at Telecom Department, Koyla Bhawan, BCCL, Dhanbad.

14.6 BCCL reserves the right to reject the SIM cards / Mobile connections if the services are not conforming to the terms in contract agreement. Rejected SIM cards / Mobile connections will be returned to the service provider for immediate replacement.

ADDITIONAL TERMS & CONDITIONS

The following additional terms & conditions are only acceptable to the company. Tenderers are requested not to quote any additional conditions in their tender.

II. SCOPE OF WORK

A) General

1. To provide approximately 2386 SIMS / Mobile connections in CUG configuration as detailed given below and to maintain system for effective communication.

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Description of connection</th>
<th>Numbers of connection</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 (a)</td>
<td>Connection having talk time value Rs. 700/- per month per connection</td>
<td>15 Nos.</td>
</tr>
<tr>
<td>(b)</td>
<td>Connection having talk time value Rs. 500/- per month per connection</td>
<td>65 Nos.</td>
</tr>
<tr>
<td>(c)</td>
<td>Connection having talk time value Rs. 300/- per month per connection</td>
<td>285 Nos.</td>
</tr>
<tr>
<td>(d)</td>
<td>Connection having talk time value Rs. 150/- per month per connection</td>
<td>1112 Nos.</td>
</tr>
<tr>
<td>(e)</td>
<td>Connection having talk time value Rs. 100/- per month per connection</td>
<td>909 Nos.</td>
</tr>
</tbody>
</table>

2. To interlink the proposed CUG with other existing telecom network of BCCL as mentioned in technological requirements.

3. To ensure Congestion free and uninterrupted mobile services round the clock, with toll free unlimited talk time within CUG network and BCCL telecom network.

4. To provide / supply, install and commission all infrastructures required for congestion free connectivity between all CUG cells and BCCL telecom network.
5. Charges Schedule is given below:-

<table>
<thead>
<tr>
<th>Description</th>
<th>Call charges for 60 secs. in Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Monthly Rental</strong></td>
<td>To be quoted in the BOQ</td>
</tr>
<tr>
<td><strong>Call Charges (Local)</strong></td>
<td></td>
</tr>
<tr>
<td>CUG Cell to CUG Cell</td>
<td>NIL</td>
</tr>
<tr>
<td>CUG Cell to BCCL Fixed line vice versa</td>
<td>NIL</td>
</tr>
<tr>
<td>CUG Cell to Own cell</td>
<td>0.30</td>
</tr>
<tr>
<td>CUG Cell to Own Fixed Line</td>
<td>0.30</td>
</tr>
<tr>
<td>CUG Cell to Other Cell</td>
<td>0.30</td>
</tr>
<tr>
<td>CUG Cell to Other Fixed Line</td>
<td>0.40</td>
</tr>
<tr>
<td><strong>National Call</strong></td>
<td></td>
</tr>
<tr>
<td>CUG Cell to Any Cell</td>
<td>1.00</td>
</tr>
<tr>
<td>CUG Cell to Any Fixed Line</td>
<td>1.00</td>
</tr>
<tr>
<td><strong>SMS</strong></td>
<td></td>
</tr>
<tr>
<td>CUG Cell to CUG Cell</td>
<td>NIL</td>
</tr>
<tr>
<td>CUG Cell to Local Any Cell</td>
<td>0.25</td>
</tr>
<tr>
<td>CUG Cell to National Any Cell</td>
<td>0.25</td>
</tr>
<tr>
<td><strong>National Roaming</strong></td>
<td></td>
</tr>
<tr>
<td>Outgoing Calls Any Cell / Fixed Line</td>
<td>1.00</td>
</tr>
<tr>
<td>Incoming Calls Any Cell / Fixed Line</td>
<td>1.00</td>
</tr>
<tr>
<td><strong>Subscribers approximately</strong></td>
<td>2386</td>
</tr>
</tbody>
</table>

Note:

*Bid rates shall be inclusive of all taxes but exclusive of service tax, which will be paid extra against submission of commercial invoice indicating amount of service tax, code and subject category for availing CENVAT benefit by BCCL at the time of raising bills

*All calls will be metered on a 15 Sec. Pulse rate

*Bidders to bid only monthly rental while other rates remain constant

B) Functional Requirements

1. All mobile telephones should work satisfactorily in BCCL Command Area under CUG for accessibility among all the BCCL users.
2. The service provider should ensure to handle to and fro call from approx 2386 proposed mobile connections (for BCCL) to below mentioned connections of BCCL with congestion free traffic.
   a. CUG Cell to CUG Cell tollfree unlimited talk time
   b. CUG Cell to BCCL internal telephones tollfree with unlimited talktime and vice versa.
   c. Calling from CUG Cell to BSNL’s landline phones of BCCL.
   d. All incoming calls to CUG subscribers from any service providers shall be toll free.
   e. CUG Cell to other cell/landline calling within circle
   f. CUG Cell to other cell/landline calling outside circle.
   g. CUG Cell to other Cell/landline incoming and outgoing calling on roaming.
   h. National Roaming for users.
3. All the mobile connections shall be under post-paid plans

4. Other standard facilities available in the network like barring of calls etc. to a number or certain group of numbers as requested by BCCL from time to time, should be provided to CUG subscribers.

5. The Service Provider should provide Hard and Soft copies of the call details of each and every subscriber with the monthly bills.

C. Technological Requirements

1. SIM / Technology provided based on SIM
2. The service provider shall maintain sufficient density of POI (Point of Interconnection) between other operators.
3. The service provider shall provide and commission all infrastructures for maintaining connectivity between BCCL internal connection and proposed mobile CUG.
4. The service provider shall ensure proper signal strength (i.e., uninterrupted communication with proper voice quality and signal strength of > -85 dbm) of their system at all locations under BCCL Command Area.
To
M/s. Bharat Coking coal Limited,
Koyla Bhawan,
Dist : Dhanbad- 826005.

Dear Sir,

1. In consideration of the “Bharat Coking coal Limited” having its Registered Office at Dhanbad (hereinafter called “the Company” which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed to accept from M/s ------------ having its registered office at -------------- (hereinafter called ‘the said tenderer’ which expression shall unless repugnant to the subject or context includes its successors and assigns) a Bank Guarantee from a Nationalized /Scheduled Bank in lieu of deposit of Bid Security/ Earnest money in Cash/Bank draft for the due fulfillment of the terms and conditions contained in the tender No------------ dated----------------, we ------------ Bank (hereinafter referred to as the Bank) having its office ---------------- do hereby undertake to pay to the company an amount not exceeding Rs------------- on demand by the company for the reason of any breach by the tenderer of any of the terms and conditions contained in the said Tender. The decision of the company as to whether any such breach having been committed by the tenderer shall be final and binding on us.

1. We------------------ Bank do hereby undertake to pay an amount due and payable under this guarantee without any demur merely on a demand from the company stating that the amount claimed is due from the tenderer for the reason of breach by the said tenderer of any of the terms and conditions contained in the said tender or for the reason of the tenderer failing to keep the Tender valid. Any such demand made on the Bank shall be conclusive. As regards the amount due and payable by the Bank under this Guarantee shall be restricted to an amount not exceeding Rs-----------------.

2. We, the said Bank further agree that the Guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect till a demand or claim under this guarantee is made on us in writing on or before the-----------------. We shall discharge from all liability under this Guarantee thereafter.

4. We, the said Bank lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the company in writing and agree that any change in the constitution of the said tenderer or the Bank shall not discharge our liability hereunder,

5. This Guarantee is issued by Sri------------------------ who is authorized by the Bank.

Dated ,this ------------------ day of ------------------ 200

Signature of the authorized person
For and on behalf of the Bank.

Place:

Under Jurisdiction of Dhanbad Court only.
LETTER OF ACCEPTANCE
( In the letter head paper of Employer)
Ref. No : Dated ............... 

To

Dear Sirs,

This is to inform 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 30 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 30 of Instruction to Bidder will be taken

Yours faithfully,

Authorized Signatory

Name and Title of Signatory

Name of Agency
ANNEXURE-B
PROFORMA OF BANK GUARANTEE FOR PERFORMANCE

To,

_________________

Re: Bank Guarantee in respect of contract No-----------------------

Dated------------------between --------------------------(Name of the company)

And---------------------- (Name of the contractor).

M/s ------------------------ (Name and address of the contractor)(herein after called “the contractor”) has entered into a contract dated -------------(herein after called the said contract) with M/s ------------------------ (Name of the company) (hereinafter called “the company”) to execute --------------------------(name of the contract and brief description of work) on the terms and conditions contained in the said contract.

It has been agreed that contractor shall furnish the Bank guarantee from a Nationalized / Scheduled Bank for a sum of Rs------------------ as security for due compliance and performance of the terms and conditions of the said contract.

The---------------------- (name of the Bank) having its office at___________ has at the request of the contractor agreed to give the Guarantee hereinafter contained.

We, the------------------------ Bank (hereinafter called “the Bank”) do hereby unconditionally agree with the company that if the contractor shall in any way fail to observe or perform the terms and conditions of the said contract or shall commit any breach of its obligation there under, the Bank shall on demand and without any objection or demur pay to the company the said sum of Rs-------------or such portion as shall then remain due with interest without requiring the company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the sum, or calling on the company to compel such payment by the contractor.

Any such demand shall be conclusive as regards the liability of the contractor to the company and as regards the amount payable by the Bank under this Guarantee. The Bank Shall not be entitled to withhold payment on the ground that the contractor has disputed its liability to pay or has disputed the quantum
of the amount or that any arbitration proceeding or legal proceeding is pending between the company and the contractor regarding the claim.

We, the ---------------- Bank further agree that the Guarantee shall come into force from the date hereof and shall remain in force and effect till the period that will be taken for the performance of the said contract which is likely to be-------- day of ---------- but if the period of contract is extended either pursuant to the provisions in the said contract or by mutual agreement between the contractor and the company the Bank shall renew the period of the Bank Guarantee failing which it shall pay to the company the said sum of Rs.--------- -- or such lesser amount of the said sum of Rs--------- as may be due to the company and as the company may demand. The Guarantee shall remain in force until the dues of the company in respect of the said sum of Rs---------- and interest are fully satisfied and the company certifies that the contract has been fully carried out by the contractor and discharged the guarantee.

The Bank further agrees with the company that the company shall have the fullest liberty without consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of the said contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the company against the contractor and to forbear to enforce any of the terms and conditions relating to the said contract and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the contractor or to any forbearance, act or omissions on the part of the company or any indulgence by the company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect or relieving or discharging the Guarantor.

The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above, the Bank shall pay to the company the said sum of Rs ------------ or such
lesser sum as may then be due to the company and as the company may require.

Notwithstanding anything contained herein the liability of the Bank under this Guarantee is restricted to Rs--------- the guarantee shall remain in force till the day ----------- of ------ ----------- and unless the Guarantee is renewed or claim is preferred against the Bank within six months from the said date all rights of the company under this Guarantee shall cease and the Bank shall be relieved and discharged from all liabilities hereunder except as provided in the preceding clause.

The Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor.

The Bank has under its constitution power to give this Guarantee and Shri---------------------- --- who has signed it on behalf of the Bank has authority to do so.

Dated this---------------------- day of ---------------------- 200

Signature of the authorised Person.

For and on behalf of the Bank.

Place:

Under Jurisdiction of Dhanbad Court only.
ANNEXURE -C

FORMAT FOR CONTRACT AGREEMENT
(on Non Judicial Stamp Paper)

Agreement No-

THIS ARTICLE OF AGREEMENT made on this ---------------------- day of -------------200- between the Bharat Coking Coal Limited, Koyla Bhawan, Dhanbad a company registered under the Indian Companies Act 1956 (hereinafter referred to as “the Company” which expression where the context so admit shall include its successors in interest and assign) of the one Part and ------------------ (herein after referred to as “the Contractor” which expression where the context so admit shall include its heirs, executors administrators, legal representatives, successors in business and assign) of the other Part.

WHEREAS, the Company invited bid for the work ________________________ and the bid of the contractor has been accepted by the Company vide their letter No. ____________ dated _________ for a sum of _________________ (Contract sum in figure and words).

WHEREAS the contractor has agreed to execute the works on the terms and conditions as stipulated in the bid document and subsequent amendments thereto for successful completion of the work.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AS FOLLOWS

1. In this agreement words and expressions shall have the same meanings as respectively assigned to them in the Bid document, General, Special and Additional conditions of Contract.

2. The following documents shall constitute the Contract between the Employer and the Contractor.

And each shall be read and construed as an integral part of the contract.

01. Bid Notice.
02. Letter of Award.
03. The Bid and Price Schedules submitted by the Contractor.
04. General Conditions of Contract.
05. Special Conditions of Contract.
06. Financial terms and conditions.
07. Billing Schedule.
08. Technical specifications and drawings.
09. Additional Terms and Conditions.
10. Work Schedule.
11. Any other documents as may be necessary.
3. In consideration of payment to be made by the Company to the Contractor, the Contractor hereby covenants with the Company to execute the work in conformity in all respects with the provisions of the Contract.

4. The Company hereby covenants to pay the Contractor, in consideration of the execution, completion and maintenance of the work, the Contract Price at the time and in the manner prescribed by the Contract.

5. The Contract shall abide by the Indian Laws.

In witness whereof the parties hereto have set their respective hands and seals on the day, month and Year first above written.

SIGNED, SEALED AND DELIVERED.

Signed on behalf of the Contractor  Signed on behalf of the Company

Designation  Designation

(Name of the Contractor with address)  (Name of the Company with address)

____________________________  __________________________

______________________  __________________

In the presence of :

WITNESS – 1  WITNESS – 1

(Signature)  (Signature)

(Name in Block letters)  (Name in Block letters)

Official address :  Official address :

WITNESS – 2  WITNESS – 2

(Signature)  (Signature)

(Name in Block letters)  (Name in Block letters)

Official address :  Official address :
The bidders downloading tender document from website note the following in addition:

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 document.

The bidders, who will download the tender documents from the website of the company, will be required to pay the cost of tender documents (application fee) by bank draft as per NIT at the time of submission of tenders.

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 bank draft towards the cost of tender document (application fee) and the undertaking of the tenderer as mentioned above shall be submitted in a separate envelop marked “Cost of Tender Document and the Undertaking” and not with part-I/ EMD.

In case of any discrepancy between the tender documents downloaded from the website and the master copy available in the office, the later shall prevail and will be binding on the tenderers. No claim on this account will be entertained.
ANNEXURE - E
(Ref. Clause 3.2 of ITB)

Format for Affidavit

Non Judicial Stamp Paper.

AFFIDAVIT

I, ___________________________ Partner/ Legal Attorney / Accredited
Representative of M/s ____________________________ Solemnly 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 Coking 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 submitted is found to be false/incorrect at any time, 
department may cancel my tender and action as deemed fit may be taken against us, including 
termination of the contract, forfeiture of all dues including Earnest Money and banning/delisting 
of our firm and all partners of the firm etc.

_________________________________________ 
Signature of the tenderer.

Dated-----------------

Seal of Notary.
ANNEXURE – F

**QoS performance parameters and benchmarks**

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<th>Service access delay</th>
<th>TCH Congestion</th>
<th>Call drop rate</th>
<th>Percentage connections with good quality voice</th>
<th>POI congestion</th>
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<td>9 – 20 Sec</td>
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<td>&lt;2%</td>
<td>&gt;95%</td>
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Accumulated downtime of total system ---------------------- Hrs
JHARIA COALFIELD

AREA OF JCF = 450 Sq. Km

TOTAL AREA UNDER BCCL :

JCF : 270 Sq. Km. 11.45 BT(Proved) No. of Identified Coal Seams - 40
RCF : 32 Sq. Km. 0.75 BT(Proved) No. of Workable Coal Seams - 20
ANNEXURE – I

LOCATION OF DIFFERENT AREAS AND WASHERIES OF BCCL
COMMAND AREA

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<tr>
<th>BCCL AREAS</th>
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<tr>
<td>W. Jharia (Mohuda + Moonidih)</td>
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<th>Type of Exchange Existing</th>
<th>Type of Exchange proposed</th>
<th>No. of Exchanges</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>BCCL HQ Koyla Bhwan</td>
<td>PCM – TDM based EPABX</td>
<td>Server based EPABX likely to installed shortly</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>Barora Area</td>
<td>-do-</td>
<td>-</td>
<td>1</td>
</tr>
<tr>
<td>3</td>
<td>Block – II</td>
<td>-do-</td>
<td>-</td>
<td>1</td>
</tr>
<tr>
<td>4</td>
<td>Govindpur</td>
<td>-do-</td>
<td>-</td>
<td>1</td>
</tr>
<tr>
<td>5</td>
<td>Katras</td>
<td>-do-</td>
<td>-</td>
<td>1</td>
</tr>
<tr>
<td>6</td>
<td>Sijua</td>
<td>-do-</td>
<td>-</td>
<td>1</td>
</tr>
<tr>
<td>7</td>
<td>Kusunda</td>
<td>-do-</td>
<td>-</td>
<td>1</td>
</tr>
<tr>
<td>8</td>
<td>P.B. Area</td>
<td>-do-</td>
<td>-</td>
<td>1</td>
</tr>
<tr>
<td>9</td>
<td>Bhalgora</td>
<td>-do-</td>
<td>-</td>
<td>1</td>
</tr>
<tr>
<td>10</td>
<td>Bastacolla</td>
<td>-do-</td>
<td>-</td>
<td>1</td>
</tr>
<tr>
<td>11</td>
<td>E.J.A. (Bhowrah &amp; Sudamdih)</td>
<td>-</td>
<td>PCM – TDM based EPABX proposed to be installed</td>
<td>2</td>
</tr>
<tr>
<td>12</td>
<td>W.J.A. (Moonidih &amp; Mohuda)</td>
<td>PCM – TDM based EPABX</td>
<td>-</td>
<td>2</td>
</tr>
<tr>
<td>13</td>
<td>C.V. Area</td>
<td>-do-</td>
<td>-</td>
<td>1</td>
</tr>
<tr>
<td>14</td>
<td>Central Hospital Dhanbad</td>
<td>-do-</td>
<td>-</td>
<td>1</td>
</tr>
<tr>
<td>15</td>
<td>Bhojudih washery</td>
<td>-do-</td>
<td>-</td>
<td>1</td>
</tr>
<tr>
<td>16</td>
<td>Madhuban Washery</td>
<td>-do-</td>
<td>-</td>
<td>1</td>
</tr>
</tbody>
</table>
Bharat Coking Coal Limited

Tender Document

Section - 5

Part - II

1. Ref No- BCCL/CGM (E&M)/ CUG/ 2008/11478-518          DT 23-12-2008

2. Name & Place of Work :- Mobile connectivity in BCCL
   Command Area

3. Estimated Cost : Rs. 251.20 lakhs for five years
BHARAT COKING COAL LIMITED
(A Subsidiary of Coal India Limited)
(E&M Department)
Koyla Bhawan : Dhanbad.

PRICE - BID

Part – II : - Contains 3 (Three) Pages.

REF NO- BCCL/CGM (E&M)/ CUG/ 2008/11478-518 DT 23-12-2008

Name of Work : - Mobile connectivity in BCCL Command Area.

Date & Time of submission of Tenders : ________________________________

Name & Address of the Tenderer : - ________________________________
to whom issued

Date of issue: - ________________________________

Application fee of Tender Document : - Rs.3000/- per Set

Bank draft / Cash Receipt No. & Date: - ________________________________

Signature of the officer issuing Tender Papers
1. Name & address of the Tenderer: -

2. Name of person/official (with designation) authorised to submit Price Bid:

3. Amount of Earnest Money / Bid Security: -- Rs 50,240/-

Name and place of work: - Mobile connectivity in BCCL Command Area.

I/ We have agreed to do the above mentioned work as per my/our quoted rates as under with due consideration of various stipulations given in the Part-I & Part-II of the tender document governing my / our quoted rates irrespective of whether all are specifically mentioned in the description of item or not.

I / We also hereby declare to abide by all the terms and conditions and various stipulations of the tender document (Part- I & Part- II) and charges schedule mentioned below:-

<table>
<thead>
<tr>
<th>Description</th>
<th>Call charges for 60 secs. in Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly Rental</td>
<td>To be quoted in the BOQ</td>
</tr>
<tr>
<td><strong>Call Charges (Local)</strong></td>
<td></td>
</tr>
<tr>
<td>CUG Cell to CUG Cell</td>
<td>NIL</td>
</tr>
<tr>
<td>CUG Cell to BCCL Fixed line vice versa</td>
<td>NIL</td>
</tr>
<tr>
<td>CUG Cell to Own cell</td>
<td>0.30</td>
</tr>
<tr>
<td>CUG Cell to Own Fixed Line</td>
<td>0.30</td>
</tr>
<tr>
<td>CUG Cell to Other Cell</td>
<td>0.30</td>
</tr>
<tr>
<td>CUG Cell to Other Fixed Line</td>
<td>0.40</td>
</tr>
<tr>
<td><strong>National Call</strong></td>
<td></td>
</tr>
<tr>
<td>CUG Cell to Any Cell</td>
<td>1.00</td>
</tr>
<tr>
<td>CUG Cell to Any Fixed Line</td>
<td>1.00</td>
</tr>
<tr>
<td><strong>SMS</strong></td>
<td></td>
</tr>
<tr>
<td>CUG Cell to CUG Cell</td>
<td>NIL</td>
</tr>
<tr>
<td>CUG Cell to Local Any Cell</td>
<td>0.25</td>
</tr>
<tr>
<td>CUG Cell to National Any Cell</td>
<td>0.25</td>
</tr>
<tr>
<td><strong>National Roaming</strong></td>
<td></td>
</tr>
<tr>
<td>Outgoing Calls Any Cell / Fixed Line</td>
<td>1.00</td>
</tr>
<tr>
<td>Incoming Calls Any Cell / Fixed Line</td>
<td>1.00</td>
</tr>
<tr>
<td><strong>Subscribers approximately</strong></td>
<td>2386</td>
</tr>
</tbody>
</table>
Note:
* Bid rates shall be inclusive of all taxes but exclusive of service tax, which will be paid extra against submission of commercial invoice indicating amount of service tax, code and subject category for availing CENVAT benefit by BCCL at the time of raising bills
* All calls will be metered on a 15 Sec. Pulse rate
* Bidders to bid only monthly rental while other rates remain constant

(Rates quoted in figures as well as in words and the amount worked out for each item accordingly and duly totaled).

Signature of Tenderer
**BILL OF QUANTITY/SCOPE OF WORK**  
**PART-II(PRICED BID)**  
(In sealed cover)

Name and Place of Work – Mobile connectivity in BCCL Command Area

**NIT REF NO- BCCL/CGM (E&M)/ CUG/ 2008/11478-518**  
**DT 23-12-2008**

1. Name of Tenderer:  : ____________________________________________
2. Address of Tenderer : ____________________________________________

3. Ownership status of Tenderer ___________________________________________
4. Name of person. Official (with designation) authorized to submit tender: ______________
5. Amount of Earnest Money deposited _______________________________________
6. Date of opening of Tender (as per tender Notice) ________________________________

7. Bill of Quantity;

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Description of connection(to be filled in by company)</th>
<th>Numbers of connection (To be filled in by Company)</th>
<th>Total Charges per month inclusive of all Taxes for connection(To be filled by Tenderer)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 (a)</td>
<td>Connection having talk time value Rs. 700/- per month per connection</td>
<td>15 Nos.</td>
<td></td>
</tr>
<tr>
<td>(b)</td>
<td>Connection having talk time value Rs. 500/- per month per connection</td>
<td>65 Nos.</td>
<td></td>
</tr>
<tr>
<td>(c)</td>
<td>Connection having talk time value Rs. 300/- per month per connection</td>
<td>285 Nos.</td>
<td></td>
</tr>
<tr>
<td>(d)</td>
<td>Connection having talk time value Rs. 150/- per month per connection</td>
<td>1112 Nos.</td>
<td></td>
</tr>
<tr>
<td>(e)</td>
<td>Connection having talk time value Rs. 100/- per month per connection</td>
<td>909 Nos.</td>
<td></td>
</tr>
</tbody>
</table>

Total charges inclusive of Taxes for ( a + b + c + d + e) i.e. for 2386 Nos. connections per month  
(To be filled in by the tenderers in Rs..............................)

Rupees ( in words) ____________________________________________ Signature of Tenderer with Seal