BHARAT COKING COAL LIMITED
(A Subsidiary of Coal India Limited)

KOYLA BHAWAN, DHANBAD

TENDER DOCUMENT

PART-I

BHARAT COKING COAL LIMITED

(A Subsidiary of Coal India Limited)

KOYLA BHAWAN, DHANBAD

TENDER DOCUMENT

PART – I

NAME & PLACE OF WORK: Hiring of HEMM for removal of OB, extraction and transportation of coal from Mahuda Top, Middle &Bottom seams of patch A,B,C&D of Murulidih colliery of WJ Area.

TENDER NOTICE NO. 84

Ref .No. BCCL/GM(CMC)/F-HEMM-OS/2009/1516 **Date: 14.10.09**

Estimated Cost : Rs. 10,12,95,940/-

BHARAT COKING COAL LIMITED

(A Subsidiary of Coal India Limited)

KOYLA BHAWAN, DHANBAD

Part - I :: Contains -63 (Sixty) marked pages.

Tender Notice No. 84

Ref .No. BCCL/GM(CMC)/F-HEMM-OS/2009/1516 **Date: 14.10.09**

Name & place of Work : Hiring of HEMM for removal of OB, extraction and transportation of coal from Mahuda Top, Middle &Bottom seams of patch A,B,C&D of Murulidih colliery of WJ 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. 5000/- (non-refundable**)

Cash Receipt No. & Date _____

Signature of the Officer
Issuing Tender document.

Part - I Document

Tender Notice No. 84

Name of Work: Hiring of HEMM for removal of OB, extraction and transportation of coal from Mahuda Top, Middle &Bottom seams of patch A,B,C&D of Murulidih colliery of WJ Area.

Ref .No. BCCL/GM(CMC)/F-HEMM-OS/2009/1516 **Date: 14.10.09**

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	Nos. of Plates (drawings) enclosed -	02 (Two) Nos.

PART – II (Price Bid): Scope of Work / Bill of Quantities- 04 (Four) Pages

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BCCL

Bharat Coking Coal Limited
(A Subsidiary of Coal India Ltd)
Contract Management Cell
Koyla Bhawan:Koyla Nagar
Dhanbad.
Fax No-0326-2230206

TENDER NOTICE NO. 84

Ref .No. BCCL/GM(CMC)/F-HEMM-OS/2009/1516 Date: 14.10.09

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

Description of work	Location	Estimated Cost (Rs.)	Cost of Tender document (Rs.)	Earnest Money (Rs.)	Period of contract
Hiring of HEMM for removal of OB, extraction and transportation of coal from Mohuda Top, Middle & Bottom seams at Patch A, B, C & D of Murulidih Colliery of W.J. Area. **1) OB: 14.66 LCM** **2) Rehandling of loose OB: 3.42 LCM** **3) Coal: 1.44 LMT**	Murulidih Colliery of W.J. Area	10,12,95,940/-	5000/-	10,13,000/-	12 months

2.Earnest Money/Bid Security

Rs.10,13,000/- (Rupees Ten Lakhs Thirteen Thousand) only as Earnest money/Bid security is to be deposited in the form of irrevocable Bank Guarantee (from any Scheduled Bank payable at its 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 its branch at Dhanbad.

3. Eligibility Criteria (to qualify for the award of the contract)

a) The intending tenderer must have in its name as a **Prime Contractor**, experience of having successfully executed works of similar nature (such as Transportation/Removal of coal/Overburden/Shale/Extraneous Materials/Sand etc) valuing 65% of the **Annualised Value** of the work put to tender in any year **during last 7(seven) years** ending last day of the month previous to the one in which bid applications are invited.

In case the bidder is not a prime contractor but a sub-contractor, the bidder's experience as sub contractor will be taken into account if :-

i) The contract in support of qualification is a sub-contract in compliance with the provision of such sub-contract in the original contract awarded to prime contractor.

b) Evidence of possessing adequate working capital (**at least 20% of the Annualised value of this work)** inclusive of access to lines of credit and availability of other financial resources to meet the requirement.

Contd…P/2

c) **Sub Contractor's experience** and resources will not be taken into account in determining the bidders' compliance with qualifying criteria except as stated above.

d) **Minimum number of equipments required for the work**:-

Type of equipments	Capacity	Total number of equipment required	Minimum number of equipmen to be owned by the applicant ou of the total number o equipment
Digging Equipment (Diesel operated)			
Excavator	0.90 cum	05 Nos.	01 No.
OR			
Excavator	1.70 cum	03 Nos.	01 No.
OR			
Excavator	2.30 cum.	03 Nos.	01 No.
OR			
Excavator	3.20 cum	02 No.	01 No.
Transport Equipment (Diesel Operated)			
Tipper/Dumper	10 MT	26 Nos.	06 Nos.
OR			
Tipper/Dumper	12 MT	20 Nos.	04 Nos.
OR			
Tipper/Dumper	20 MT	13 Nos.	03 Nos.
OR			
Tipper/Dumper	25 MT	10 Nos.	02 Nos.
Dozer	Suitable capacity	01 No.	01 No.
Drill(Diesel)	150 mm	01 No.	01 No.
OR			
Drill(Diesel)	100 mm	02 No.	01 No.

Note: The following must be submitted alongwith Part-I of Tender.

(i) The bidders are required to submit documentary evidence against the owned equipment /fleet as per Clause No. 1.9 (a) of Qualification Information.

(ii) An undertaking for the balance fleet/equipment required for this work that they will hire and deploy the same, if this work is awarded to them.

4.**Price of tender Document**:

The application fee for Tender Document shall be Rs.5000/- (Rupees Five thousand) only payable either in cash or by Bank Draft drawn in favour of **Bharat Coking Coal Limited** on any Scheduled Bank payable at its Branches at Dhanbad.

5.**Availability of Tender Document:**

Tender document including Terms and conditions of work shall be available on payment from the following places during the period as stated below :

Date – From 23.10.09 to 09.11.09

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

Contd…P/3

Place:

i) **Office of the General Manager (CMC)**
Contract Management Cell, BCCL,
Level-V, Koyla Bhawan,
Dhanbad-826005

ii) **Office of the Chief Sales Manager,BCCL**
6,Lyons Range, Kolkata-700001

Tender Document 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 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 their 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. Part-I & II should also be in sealed covers clearly superscribing as Part-I and Part-II on the respective envelopes (Name of the work shall be superscribed 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 16.11.09** upto **3.30 PM** at the following offices:

i) **Office of the General Manager(CMC)**
Contract Management Cell, BCCL
Level-V, Koyla Bhawan,
Dhanbad-826005

ii) **Office of the Chief Sales Manager, BCCL**
6, Lyons Range, Kolkata-700001

9. Opening of Tenders
Tenders will be opened **on 17.11.09 at 4.00 PM** in the office of Director(Tech) OP, BCCL, Level-IV, Koyla Bhawan, Dhanbad.

10.0 The bidders are required to sign the Integrity Pact as per format given in Tender Document Part-I.

Name and address of Independent External Monitor:

S	Name	Address
1	Shri C.S. Samal,	CA-193, Sector-I, Bidhan Nagar, Kolkata-700064

Contd…P/4

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 - **QUALITY COAL TO CONSUMERS**

Sd/-
General Manager
(Contract Management Cell)

CC: **Shri C.S. Samal, IAS(Retd), CA-193, Sector-I, Bidhan Nagar, Kolkata-700064**
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 arrange to send the paper cutting to the Contract Management Cell.**
CC: D(P)/ D(T)OP/ D(T)P&P /D(F)/ CVO.
CC: CGM(Cordn)/CGM(S&M)/GM(Excv)/GM(P&P)/CGM(M&M)/CGM(Finance)/ CGM(E&M)/GM(IE)
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: HOD (Admn) with a request to display this NIT in Koyla Bhawan Notice Boards.
CC: All CGMs/GMs in the Areas including Washery Zones for wide circulation through display in the Notice Boards.
CC: Inspector, CISF- **with a request to deploy security personnel at the office of GM(CMC), Level-V, Koyla Bhawan on 16.11.09 from 9.30A.M to 4.00P.M and on 17.11.09 from 3.30 PM till completion of the meeting**.
CC: Chief Sales Manager, Sales & Marketing Deptt., BCCL, 6,Lyons Range, Kolkata.
CC: CGM (Production), CIL, Kolkata.
CC: Kolkata offices of all Subsidiaries.
CC: CGM/GM(Contract Management Cell),WCL/SECL/NCL/MCL/ECL/CCL.

General Manager
(Contract Management Cell)

PART - I

SECTION- 1

INSTRUCTIONS TO BIDDERS

1. **Scope of Tenderer :**

1.1 The BHARAT COKING COAL Limited (referred to as Employer in these documents) invites bids for 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 contact/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 works during last seven years;

c) Experience in works of similar nature and size of each of the last seven years, and details of work under way or contractually committed ; and the name and address of clients who may be contacted for further information on those contracts .

d) major items of loading / unloading/ transportation equipment proposed to carry out the Contract;

e)- Deleted

f) 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.

g) authority to seek references from the Bidder's Bankers;

h) Deleted.

i) Proposals for sub contracting components of the works amounting to more than 10% of the Contract Price and

j) Permanent Income Tax A/c. No. (PAN).

k) 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 To qualify for award of the contract :

a) The intending tenderer must have in its name as a prime contractor experience of having successfully executed works of similar nature (such as Transportation /Removal of Coal / Overburden/Shale/ Extraneous materials /Sand /etc) valuing 65 % of the annulized value of the work put to tender in any year during the last 7 (seven) years ending last day of month previous to the one in which bid application are invited. In case the bidder is not a prime contractor but a sub–contractor ,the bidder experience as sub contractor will be taken into account if :-

i) The contract in support of qualification is a sub- contract in compliance with the provision of such sub-contract in the original contract awarded to prime contractor.

b) Evidence of possessing adequate working capital (at least 20% of the annualised value of this work) inclusive of access to the lines of credit and availability of other financial resources to meet the requirement.

c) Ownership of a fleet of minimum $1/5^{th}$ of the tipping trucks/ trucks and equipment required for the annualized work. If the $1/5^{th}$ requirement is a fraction , next whole number should be taken.

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 ; and / or

b) Deleted.

NOTE (1) The qualification criteria shown above are to be considered as a standard for normal works.

(2) Financial turnover and cost of completed works of previous works shall be given a weightage of 5% per year (average annual rate of inflation) to bring them at current price level.

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 DOCUEMENTS :

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 purchases 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

8.2 Pre-bid meeting : A pre-bid meeting may be held (If the Bharat Coking Coal Limited feels it necessary) on --------- at------- hrs at the office ---------- to clarify the issues and to answer questions on any matter that may be raised at that stage

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.

10.2. Deleted.

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)

i) Bid security/ Earnest Money Deposit

ii) Letter of the Bidder submitting the bid in the form as stipulated in contractor's bid of section-2
and

iii) 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 instructions.

iv) 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 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 .

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 extend variations allowed as per the conditions of the contract of the bidding document.

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 authorised 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:

Chief General Manager(CMC),BCCL,
Level -V, 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 other wise 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. Not withstanding 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.

29.4. Deleted.

30. PERFORMANCE SECURITY / SECURITY DEPOSIT

30.1 Security deposit shall consist of two parts :

a) Performance security to be submitted at award of work and

b) Retention money to be recovered from running bills.

The Security Deposit shall bear no interest.

Total of the performance security and retention money should not exceed 10% of the annualized value of contract amount or the lesser sum indicated in the bid document .

The bidders have the choice for submission of performance security and retention money in any of the following forms as given at 'A'or 'B' below :-

A (i) Performance Security as per clause No-30.2

and

(ii)Retention Money as per clause No 30.3

OR

B. Deposition of Bank Guaranty for the entire period of contract by the ciontractor, to the extent of 10% of the annualized contract value (i.e. 5% of the performance security and 5% of the retention money of the annualized value) at the time of award of work, be provided .

30.2 Performance Security should be 5% of annualized value of contract amount **OR** 10% of annualized value of contract amount (i.e. 5% performance security and 5% retention money of annualized value of contract amount).

Performance Security as mentioned above should be submitted within 28 days of receipt of LOA by the successful bidders in any of the form given below :-.

a) a Bank Guarantee in the form given in the bid document.
b) Govt securities, FDR or any other form of deposit stipulated by the owner.
c) 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 . The bid security deposit in the form of Demand Draft shall be adjusted against the security deposit.

If performance security is provided by the successful bidders in the form of Bank Guarantee it shall be issued either –

(a) at Bidder's option by a nationalized/ scheduled Indian Bank or

(b) by a Foreign Bank located in India and acceptable to the employer

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

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

30.3 Retention Money should be deducted at 5% from running bills. Total of performance security & retention Money should not exceed 10% of annualized value of contract amount or lesser sum indicated in the bid document.

30.4 5% performance security **OR** performance security and retention money (10% of annualized value of contract), as the case may be, 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.**

33. Replaced by 2.4 of Eligible tenderers.

*35. Separate instructions for bidders who wish to down load the tender documents from the website of the company should refer **ANNEXURE – D** enclosed with tender document.

Part-I
Section-2

FORMS OF BID AND QUALFICATION 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,
Authorised Signature ……
Name & Title of the Signatory……
Name of the Bidder : ……..(the Contractor).
Address :

Date :
(To be filled in by the Bidder)

Encl :
I) EMD of Rs……..vide ……..dt……..
ii)
iii)
iv)
v)
vi)

FORMS OF BID AND QUALFICATION 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

Annual Turnover Data		
Year	Turnover in Rs.	R e m a r k s

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.

b) Deleted.

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 prequalification of a Joint Venture does not necessarily prequalify 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 prequalify if they meet al the prequalification 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 prequalified) 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 authorisation shall be evidenced by submitting with the bid a power of attorney signed by legally authorised signatories of all the partners.

vii) The JV Agreement must provide that the lead partner shall be authorised 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
Use a separate statement for each contract.

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

Date of completion	Specified Requirements of work in transportation/ removal of coal/ overburden/ shale/extraneous materials/ sand etc.
(9)	(10)

1.5. Deleted.

1.6. 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):

Source of financing	Amount in Rs.
1.	
2.	

1.7. Details of the bankers :

Name of the banker	Address of the banker / Telephone/ Fax	Contact name & Title

1.8. Deleted.

1.9. Details of trucks/ tipping trucks/ payloaders and other equipments to be used for the work.

a. Owned by the tenderer

SL NO	Equipment type & capacity	Registration No.(copy of registration certificate to be enclosed)	Make and Model	Minimum number
(1)	(2)	(3)	(4)	(5)

b. Owned by the others to be hired by the tenderers for this work (copy of hiring agreement is to be enclosed)

SL NO	Equipment type & capacity	Registration No.(copy of registration certificate to be enclosed)	Make and Model	Minimum number
(1)	(2)	(3)	(4)	(5)

1.10. Deleted

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 authorised representative or any other officer specially deputed for the purpose.

II) The word "Principal Employer" where ever occurs, means the athorised 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 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 authorised 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 contactor, 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.

VIII) 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 Finalised 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 authorised 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 Security deposit shall consist of two parts :

a) Performance security to be submitted at award of work and

b) Retention money to be recovered from running bills.

The Security Deposit shall bear no interest.

4.2. Performance Security should be 5% of annualized value of contract amount **OR** 10% of annualized value of contract amount (i.e. 5% performance security and 5% retention money of annualized value of contract amount).

Performance Security as mentioned above should be submitted within 28 days of receipt of LOA by the successful bidders in any of the form given below :-.

a) A Bank Guarantee in the form given in the bid document.
b) Govt securities, FDR or any other form of deposit stipulated by the owner.
c) 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 . The bid security deposit in the form of Demand Draft shall be adjusted against the security deposit.

4.3 If performance security is provided by the successful bidder in the form of Bank Guarantee it shall be issued either :-

(a) At bidders option by a Nationalised/ Scheduled Indian Bank or

(b) By a foreign Bank located in India and acceptable to the employer.

(c) <u>The Validity of the Bank Guarantee shall be for a period of one year or ninety days beyond the period of contract whichever is more.</u>

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.

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

4.5 5% performance security **OR** performance security and retention money (10% of annualized value of contract amount) , as the case may be, 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 in to 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.

5.7 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 calender 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 calender 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 calender 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 agreegate of the penalties so levied shall not exceed 10% of the total contract value.

i),ii),iii),Penalties will be calculated every month and withheld . The contractor shall be allowed to make up the short fall in the succeeding three 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 here under, the contractor shall intimate immediately in writing the Engineer-in –charge :

a) abnormally bad weather.
b) Serious loss or damage by fire.
c) civil comotion, 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 formin 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 Majeure condition. In the event of delay lasting over two months, if arising out of force majeure, the contract may be terminated at the discretion of the company.

b) For delays arising out of force majeure, the bidder will not claim extension in completion date for a period exceeding the period of delay attributably to the causes of force majeure and neither company nor the bidder shall be liable to pay extra cost (like increase in rates , remobilisation advance , idle charges for labour and machinery etc.) provided it is mutually established that the force majeure conditions deed actually exist.

c) If any of the force majeure 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 being 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 Measurement and payments :

Except where any general or detailed descriptions of the work in quantities provides otherwise, measurements of work done shall be taken in accordance with the relevant standard method of measurement as applicable to schedule of quantities / schedule of work / specifications to the contract. In the case of items not covered by any of the aforesaid contract documents, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Indian Standard Institution.

8.1. All items of work carried out by the contractor in accordance with the provisions of the contract having a financial value shall be entered in the Measurement Book /Log Book ,etc. as prescribed by the company so that a complete record is obtained of all the work performed under the contract and the value of the work carried out can be ascertained and determined there from.

8.2. Measurements shall be taken jointly by the Engineer-in-charge or his authorised representative and by the contractor or his authorised representative.

8.3 Before taking measurements of any work, the Engineer-in-charge or the person deputed by him for the purpose shall intimate the contractor to attend or to send his representative to attend the measurement. Every measurement thus taken shall be signed and dated by both the parties on the site on completion of the measurement. If the contractor objects to any of measurements, a note to that effect shall be made in the Measurement Book/ Log book and signed and dated by both the parties.

8.4. In the event of failure on the part of the contractor to attend or to send his authrorised representative to attend the measurement after receiving the intimation, or to counter sign or to record objection within a week from the date of the measurement, the measurement taken by the Engineer-in -charge or by his authorised representative shall be taken to be correct measurement of the work done.

8.5 Payment on account – The contractor shall submit interim bill/ bills for the works carried out / materials provided 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, not withstanding 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.

9.T**ermination , suspension, Cancellation and Foreclosure of contract**.

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-bonafide 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 upto 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 what so ever 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 then 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.

The contractor /contractors shall at all times ensure that all dumpers/tippers engaged in mining related activity are provided /fitted (i) Full cabin canopy (ii) tail lamp guard kit (iii) propeller shaft guard (iv) blind spot mirror (v) body locking device (vi) reflex reflector on body (vii) seat belt reminder (viii) limiting speed device (ix) audio-visual alarm during reverse gear with flasher (x) provision of two brakes (xi) exhaust /retard break (xii) body lifting position locking arrangement and (xiii) semi automatic fire suppression system in addition to other safety features.

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 authorised representative with work reports from time to time regarding the contractor /contractors organisation 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 have to make payment to all workers engaged, wages in the midway between the wages prescribed by the Government under Minimum Wages Act, 1948 (11 of 1948) and the wages payable to the lowest category of regular workers that is category – I of National Coal Wage Agreement comprising of Basic Pay plus Dearness Allowance and benefits of 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 or Employees Provident Fund and Miscellaneous Provisions Act 1952 as the case may be. Contractor / contractors shall have to ensure implementation of CMPF and Miscellaneous Provisions Act 1948 and allied schemes framed there under in respect of workers deployed by him/ them and will have to recover statutory dues and deposit the same along with employer's contribution (contractor's share) to respective CMPF Office and to submit statutory returns under intimation to principal employer.

xii) The contractor/ contractors shall provide medical facilities in Colliery Dispensaries of Coal Company to the workers engaged by him/ them, and cost of such medical treatment shall be recovered from the bills/ final bills of the contractor/ contractors.

xiii) 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 labourer by its representatives .

xiv) 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 contact, 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.

14.Defects Liability period: Deleted

SPECIAL TERMS AND CONDITIONS FOR THE CONTRACT

1.00 The contractor, before starting the work, shall furnish to the General Manager/ Project Officer the list of trucks/ tipping trucks/ payloaders/ other equipments, proposed to be deployed for the work with the related papers of registration, fitness certificate, permits, licenses, insurance, driving licenses etc. for inspection. No tipping trucks/ trucks/ payloaders/ equipments shall be deployed for the work without the approval of the Project Officer/ General Manager.

2.00 The tippers/ trucks/ payloaders/ equipments, deployed in any other project of the company or any project of any subsidiary of Coal India Limited, shall not be diverted for the work without the approval of the company. Similarly, the tipping trucks/ trucks/ payloaders/ equipments deployed for the work shall not be diverted to any other project without the approval of the General Manager.

3.01 The contractor shall deploy adequate number of tipping trucks/ equipments for the satisfactory execution of the work.

3.02 Only tipping trucks with mechanical unloading arrangement shall be deployed by the contractor and in no case 'dala' trucks shall be deployed or permitted to be deployed for the work of coal transportation.

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

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

3.04 The contractor shall at his own cost arrange for regular checking/ maintenance/ repair of the tipping trucks/ equipments and keep them in good and safe condition at all times.

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

3.05 Only experienced, skilled and disciplined drivers of sound health, good behaviour and antecedents having valid and requisite driving license shall be deployed by the contractor for driving the tipping trucks/ trucks/ payloaders/ equipments deployed for the work.

In no case any unauthorised driving of the tipping trucks or operation of payloaders/ equipments shall be permitted by the contractor.

3.06 The tare weight, gross weight, maximum carrying capacity of the truck and the dimensions of the body of the truck shall be clearly indicated on the body of each tipping trucks deployed for the work and maintained in good legible condition at all times.

3.07 No addition or alteration to the size of the body of any such truck shall be carried out without prior approval of the Project Officer/ General Manager
The trucks shall be loaded only upto the maximum carrying capacity and shall not be overloaded under any circumstances.

3.08 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.

4.0 No manual workers shall be engaged by the contractor for loading/ unloading of the trucks or loading of wagons, under any circumstances whatsoever.

5.0 The contractor shall bring / take back and arrange for the transportation of the trucks/ equipments/ men and materials required for the work at his own cost.

6.0 Contractor's trucks should ply only on specified routes/ roads. In case, plying of the trucks on any other route/ road become necessary due to any reason, prior approval for the same shall be taken by the contractor from the Project Officer/ General Manager. In case of violation of this provision penalty may be imposed on the contractor and / or the contract terminated.

7.0 The work shall be executed round the clock on all the days of week as directed by the Project Officer/ General Manager and the contractor shall be obliged to comply with the same.

8.0 The contractor shall not have any claim whatsoever for the idleness of his tipping trucks/ trucks/pay loaders/equipments/ employees for want of coal or non-availability of departmental equipment or lack of space available at the unloading site or any dislocation en- route and /or for any other reason.

9.01. The contractor shall at his own cost arrange for all materials, stores, spares, tools, tackles etc. and maintenance / repairs of the tipping trucks/ payloaders/ equipments required/ deployed for the work. The company shall have no liability whatsoever on this account.

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

10.0 The contractor shall maintain proper records in English/ Hindi of the trucks/ equipments/ persons, etc. deployed for the work, work done, daily attendance of the employees, payment to the employees etc. and the company shall have the right of access to and inspection of these records or to call for any or all these records or ask the contractor to submit such reports as it considers necessary and the contractor shall be bound to comply with such instructions.

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

12.0 The contractor shall familiarise himself and fully comply with the provisions of all the Acts/ Rules/ Regulations/ Bye-laws and orders of the Local Authority/ Municipality/ State Government/ Central Government applicable to the worker, Mines Act, Payment of Wages Act, Motor Vehicle Act, Workmen's Compensation Act, Etc. and shall be fully responsible and liable for due observance of the same. The company shall have no responsibility/ liability whatsoever on these account and the contractor shall fully indemnify the company against any claim / dispute/ reference award, etc. arising out of the same.

13.0 If the company suffers any loss on account of suspension of production or idleness of its equipment, employees or on any other account or damage to its property, due to any failure on the part of the contractor or due to any act of omissions or commission on the part of his representatives / employees or from the trucks / equipments of the contractor, the value of the same as assessed by the company, shall be recovered from the contractor's bill/ security deposit. The decision of the company in this regard shall be final and binding on the contractor.

14.01 Where wagons are being weighted at the loading end, payment for coal/ middlings transported to the siding/ CHP (where wagons are being loaded), loading of the tipping trucks by the contractor's pay loader(s), picking, breaking and wagon loading by contractor's pay loaders shall be made on the basis of the RR weight of coal/ middlings despatched, duly reconciled with the measured opening and closing stocks at the siding/ CHP every month and after effecting deductions of penalties/ recoveries as per terms and conditions of this contract.

14.02 (i) Where wagons are not being weighted at the loading end, payment for the item of work stated in 14.01 above shall be made on the basis of the actual weight of coal received by the power houses/ consignees as per the weighment of the wagons at their end, duly reconciled with measured opening and closing stocks at the siding/ CHP every month.

(ii) If in the case of wagons not being weighted at the loading end, the payment is made by any consignee on the basis of RR weight, the contractor(s) shall be paid accordingly.

(iii) In the case of wagons not being weighted at the loading end, 90% payment for items of work stated in 14.01 above, shall be made provisionally on the basis of RR weights. Balance shall be made after reconciliation, as explained in (i) above effecting deduction of penalties/ recoveries as per terms and condition of this contract.

14.03 In the case of coal transportation from face to stock if he trucks/ tipping trucks are not being weighted, payment shall be made on volumetric measurement of the coal transported, converted to weight, taking 40cft. as one tonne, (irrespective of the fact that any other conversion factor is adopted by the company for any other purpose), duly reconciled with the measured opening and closing stocks for the month and off-take from stock to the siding as per 14.01/ 14.02 above and payment shall be made to the contractor(s) accordingly.

14.04 In case two or more contractors are engaged for the transportation work, the reconciled total quantity for the month arrived at in 14.01/ 14.02 & 14.03 above shall be distributed between the transporting contractors, in proportion to the number of trips performed by each, during the month or in any in any other manner which the General Manager considers more appropriate.

14.05 In case there is mixed contractual and departmental transportation to stock/ CHP/ siding, the quantity transported departmentally shall be separated to arrive at the quantity transported contractually for 14.01/14.02 & 14.03 above.

15.0 In case two or more contractors are engaged on picking/ breaking and wagon loading, the distribution of the reconciled quantity for the month, arrived at in clause 14.01,14.02 & 14.03 above.

16.0 In case of transportation of coal to the washery, payment shall be made on the basis of the actual quantity received at the washery, as per weighment of the trucks at the washery end, subject to such verifications as the General Manager may considers necessary and appropriate.
In case the washery weighbridge goes out of order, the Project Officer shall make alternative arrangement for weighment of the trucks or the weight at the loading end shall be taken, as the weight of coal received at the washery subject to such checking/ verification as the Project Officer/ General Manager may deem necessary.

17.0 In case the weighbridge of the loading end goes out of order or is not available, the Project Officer/ General Manager shall make alternative arrangement for weighment of the trucks or such arrangement(s) as he considers necessary to ensure that all coal loaded at the loading end reaches the destination.

18.0 In case the trucks are being weighted both at the loading end as well as at the unloading end, the figures of weighment at both the ends shall be reconciled every month in respect of each contractor and if there is any shortage of coal received at the unloading end, the value of coal found short, will be deducted at double the then prevailing rate including all royalty, cess, from the security deposit of the transporting contractor(s) concerned or otherwise, specifically mentioned in work order/ agreement.

19.0 No payment shall be made to the coal-transporting contractor for stone/ shale/ bands/ extraneous materials segregated at the siding/ CHP/ stock/ washeries in the process of despatching coal to consumers.

20.0 If the work of transportation/ removal of picked out band/ shale/ stone/ extraneous materials/ Over Burden / washery rejects is contracted out, payment for the same shall be made on the basis of volumetric measurement of trucks, duly verified against the volumetric measurement of such materials at the site of unloading where weighment of such material is not possible.

21.0 In case two or more contractors are engaged for loading of wagons at any siding, the allocation of wagons to be loaded by each of them will be decided by the Project Officer/ General Manager, which will be final and binding on each contractor.

22.0 Wagons supplied at the sidings shall be loaded by the wagon contractor(s) within the free loading time given by the railways, which may vary from time to time.

23.01 (i) If the demurrage of wagons occur due to less availability of coal at the siding because of less transportation of coal, the contractor transporting coal shall be held responsible and liable for the same and the demurrage charges incurred shall be recovered from him.

(ii) If the demurrage is due to failure on the part of two or more coal transporting contractors, the demurrage charges shall be shall be apportioned by the General Manager/ Project Officer amongst the concerned contractors as he considers appropriate and his decision in the matter shall be final and binding on each of these contractors.

23.02 (i) If the demurrage occurs due to failure on the part of wagon loading contractor, the demurrage charges incurred shall be recovered from the wagon loading contractor.

(ii) In case there are two or more contractors for wagon loading, the contractor who has not completed the loading of all the wagons allotted to him, within the free loading time, shall be held responsible and liable for demurrage and demurrage charges for the full rake shall be recovered from him.

(iii) In case of demurrage of any rake occurs due to failure on the part of two or more wagon loading contractors, demurrage charges for the rake shall be recovered in proportion of the number of wagons allotted to each of them for loading.

23.03 (i) If the demurrage of wagons occur due to failure of on the part of the picking and breaking contractor, for not making available adequate quantity of coal and sized coal free from stone/ shale/ extraneous materials, he shall be liable for the demurrage charges incurred and the same shall be recovered from him.

(ii) In case the demurrage occurs due to failure of two or more picking/ breaking contractors, the demurrage charges shall be apportioned in the manner as considered appropriate by the Project Officer/ General Manager and his decision shall be final and binding on each of the concerned contractors.

24.01 The wagon loading contractor(s) shall be also responsible for cleaning of the siding tracks/ between the line and on both sides of the same, leveling of the coal loaded into the wagons and lime washing on the top of the same, in respect of the wagons allotted to him/ each of them.

In case any rake is put on demurrage / any penalty is imposed on the company for failure on the accounts, the same shall be recovered from the contractor/s concerned.

24.02 In case any derailment of the wagon occurs due to non cleaning of the track by the wagon loading contractor(s), the charges/ penalties for the same levied by the railways as also the demurrage charges for the same shall be recovered from the defaulting contractor(s).

24.03 All such charges/ penalties shall be apportioned between the defaulting contractors, as the General Manager thinks fit reasonable and his decision in all the above cases shall be final and binding on the contractors concerned.

25.0 In order to ensure proper loading of wagon, the loading contractor shall ensure loading upto proper level keeping in view the stipulated carrying of the wagons and the loading will be done as per directions of colliery/ Project/ Area officials responsible for the supervision of the loading of wagons at sidings.

26.0 The wagon loading contractor shall load clean coal free from stone/ shale/ bands/ extraneous materials and of stipulated size.

27.01 The daily rate of transportation shall be about the yearly quantity divided by the number of working days in the year (+/-) 30% but the contractor may be called upon to transport still more / still less quantity and no claim whatsoever shall lie against company on account of such variations. The contractor/s shall make necessary arrangements and ensure transportation of coal, etc. on daily basis, as advised by the General Manager/ Project Officer.

28.0 In case a contractor fails to deploy adequate number of pay loaders, the company may, without any reference to the contractor, deploy his own pay loader/s and /or make alternative arrangements for loading of the wagons/trucks for which double the wagon/ truck loading charges payable to the contract/s, for the quantity loaded by the companies pay loader/s of extra expenditure incurred by the company on alternative arrangement made shall be recovered from the contractor.

29.01 The contractor shall post adequate number of competent, experienced, skilled and disciplined persons having good antecedents for satisfactory execution of the work. A list of all such persons shall be kept in the office of the contractor and a copy of the same shall be furnished to the General Manager/ Project Officer as and when required. All these persons shall be in the direct employment and under direct administrative control of the contractor and the Management shall have no responsibility/ liability whatsoever in this regard.

29.02 The contractor shall issue an identity card/ employment card to each employee with photograph duly attested by him which the employee shall always carry with him, while on work and produce for inspection whenever required.

30.0 The contractor shall not engage any person of less than eighteen years of age or females during night hours as required by relevant law.

31.01 The contractor shall pay to his employees salary and wages as per law of the land applicable to the workmen of the colliery / washery where he is working under this contract.

31.02 The contractor shall make payment to his employees at the place/s specified by the General Manager/ Project Officer and in the presence of company's authorised representative authorised by General Manager/ Project Officer who shall duly witness all payments by the contractor to his employees. For this purpose the contractor shall notify to the General Manager/ Project Officer the wage period(s) day/date and time of payment.

31.03 The contractor shall prepare the wages sheet for his employees in duplicate, a copy of which shall be regularly submitted to the Project Officer.

32.01 The contractor shall make timely payment of all salary/ wages/ dues to his employees and shall also provide all benefits to his employees as per various Acts/ Rules, Regulations, orders applicable to the work e.g. bonus under coal mines bonus scheme and Payment of Bonus Act, Sunday wages, overtime, holiday wages, leave wages, sick leave etc.

32.02 The contractor shall also comply with the provisions of the Coal Mines Provident Fund Scheme and regularly deposit the contributions in accordance with the same. The company shall have no liability whatsoever in this regard.

33.0 The responsibility of the contractor in respect of all payments to his employees will be complete and absolute. The Company shall have no liability whatsoever in this regard and shall be fully indemnified by the contractor against any claim arising out of any non payment/ short payment/ dispute/ award.

34.0 The contractor shall arrange for the training of his employees in accordance with the Mines Vocational Training Rules, 1966 as amended from time to time at his own cost.

35.0 In case any accident occurs or any injury is caused to any employee of the company by the vehicles/ equipments of the contractors or by any act of omission/ commission on the part of the contractor's representative/ employees, the compensation for the same, as provided in Law or as assessed by the company shall be recovered from the contractor along with the costs and expenses incurred by the company on the same.

36.0 The contractor shall provide footwears, helmets and other protective equipments to his employees as provided in the Law, at his own cost. In case of failure on the part of the contractor to provide these protective equipments, the company may provide the same to the employees at the cost of the contractor.

37. Price variation clause:-

If the prices of diesel increases or decreases, the contractor shall be compensated for such increase or recoveries shall be made from the dues of the contractor for such decrease as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for variation in prices shall be available only for the work done during the stipulated period of the contract including such period for which the contract is validly extended under the provisions of the contract without any penal action. If the contract is to be extended beyond the stipulated period for completion of the work due to fault on the part of the contractor, escalation on prices should not be allowed further if not provided otherwise in the accepted contract.

Where the contract period is up to six months, no compensation for price variation will be paid. Where the contract period is more than six months, compensation for price variation in the price of diesel only will be paid/ recovered as per escalation formula provided in the special terms and conditions. Such compensation for variation in the prices when due shall be worked out based on the following provisions:

37.01 Where the contract period is more than 6(six) months, compensation for price variation will be paid / recovered.

37.02 The base date for working out such price variation shall be the last date on which tenders were stipulated to be received.

37.03 The contractor shall submit certified copy of price of diesel from retail outlet of IOC/ BP etc. nearest to the work site, as the case may be.

37.04 Applicability of price variation (summarised position) :

Item of work	Contract period less than six months	Contract period more than six months
Transportation (coal)	NIL	Price variation on diesel
Wagon loading / loading of coal	NIL	-do-
OB removal (loading and transportation)	NIL	-do-
OB re-handling (loading and transportation)	NIL	-do-

37.05.1 Diesel Price Variation Rate (Per Te or per cum) =Dx2/dxR/C
Where
D= One way distance from colliery to destination in Kilometers
d = Distance covered per litre of diesel by the Transport Equipment in KM.
C= Capacity of tippers (In Te or in cum)
R= Variation in the price of diesel from the base price(in Rs .per Ltr.)
(NOTE: In the above formula , the value of 'd' will have to be standardised on the basis of studies through CMPDIL Till standardization of 'd' the following two formula will be used for transportation of Coal & OB/sand)
For Coal : Diesel price variation rate in Rs per Te = Dx R/15 For OB/Sand: Diesel price variation rate in Rs per Cum
= Dx R/9
Where D= One way distance from colliery to destination in Kilometers
R= variation in the price of diesel from the base price(in Rs .per Ltr.)

37.05.2 Diesel price variation rate (in Rs. per Te) for loading of coal by pay loader = 0.066 x variation in the price of diesel per litre from base price.

Diesel price variation rate (in Rs. per Cum.) for loading of OB by excavator = 0.25 x variation in the price of diesel per litre from base price.

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.

1. Scope of work: -

The work proposed is envisaged and measured against illegal mining on old OCP/ Fire or for any other reason/ purpose including de-coaling the area by deploying HEMM. As such, the work is to excavate earth and/ or rock from the Company's land and/ or from the land arranged by the management and to dump the same outside the excavated area/ use in simultaneous filling of subsided area/ adjoining area .

In the course of excavation of earth and/ or rock, it would also be required to extract & transport coal underneath up to the desired extent as per direction of management and the same should be delivered to departmental stock – yard/ siding including wagon loading if any

Contractor shall solely indemnify the company (BCCL) from any pilferage in handling of coal and also be liable to pay compensation for any mishandling of such materials at any stage of operation up to delivery at the destination.

2. The contractor should deploy their diesel operated HEMMs consisting of –

a) Shovel / Scraper
b) Dumpers / Tippers
c) Dozers / Graders
d) Wagon Drills / Blast Hole Drills and other Deep Hole Drilling equipments – the type & no. being to the satisfaction of BCCL.
e) J.H Drills
f) Compressor
g) Water Sprinklers

3. HEMMs, as detailed in clause no. 2 above and others as required shall have to be engaged by the Tenderer hereinafter called the contractor for the works as detailed below subject to stipulation in BOQ :

i) Excavation of soil and / or rock from company's land and / or from the land (arranged by the management) including drilling .
ii) Loading the same into dumper / tipping trucks.
iii)Unloading & dumping on the land arranged by the management or simultaneous spreading in layers for filling decoaled Area.
iv)Drilling in coal including dozing, making & maintenance of access trench/haul road.
v)loading of coal into tipper/dumper, its transportation and unloading at siding including wagon loading , if any.

4. Operation of HEMM shall be carried out between the hours as may be fixed by the Project Officer/Agent/manager of the colliery in writing.

5.The Area required to be excavated shall be shown in the drawing given by the Engineer In charge and/or his authorised representatives.

6.The Area thus set out shall be cleared from all obstruction such as rubbish of all kinds of vegetation, bush. No payment shall be made for this to the Contractor.

7.After clearance of site, a central line of excavation will be given by the Engineer In charge or his representative and it will be responsibility of the contractor to go ahead with further detailed layout, bench marks, etc.(the permanent bench marking by constructing pillars, centers shall be permanently laid by the contractor at his own cost and shall remain at places till handing over the work).

8.Excavation shall include the removal of materials of whatever mentioned and whether wet or dry exactly in accordance with the all levels and contours shown on the plan or as directed by the Engineer In charge. No extra payment will be allowed for removal of semi liquid mud/sludge during the entire excavation of soil/or rock including loading of coal and the rate quoted for the respective item of work shall be deemed to have been covered the same. It shall be taken to the exact level and gradient of the lowest floor and the sides shall be cut by maintaining the statutory benches as required for the purpose.

9. Explosives – Supply of explosives , detonators and related materials will be made by BCCL and the services of Statutory supervisory personnel as required for the work will be provided as and when considered necessary by the management free of cost. Blasting shall be done by department free of cost.

10. Electrical power, required by the tenderer for the purpose of Site office and any workshop set up during execution of the work shall be provided by Area in form of a suitable electrical point as near to these premises as practically possible. Tenderer will have to draw his own distribution lines and install metering devices for recording of energy consumption. Tariff will be deducted as per Company rules. **Pumping and quarry lighting shall be done by the contractor at his own cost during the progress of work with all statutory provisions as the case may be.**

11. Necessary access/ roads, required for this job for movement of vehicle/ HEMM to the place of work and for transportation of excavated materials/ coal to disposal point and to the depots are to be made/ arranged by the contractor for which no extra payment will be made. The contractor's quoted rates shall be deemed to have covered the same.

12. Measurement of O.B. and Coal:-

The measurement of O.B. and Coal shall be done by the surveyor along with the agency in accordance with survey measurement as prescribed in the code for uniform system of maintenance, control and verification of coal stock in all mines of CIL, as described below :

Initial surveying and leveling: -

a) Before an area is taken up for opencast mining, masonry pillars are constructed at 30 Meter intervals. The pillars are so constructed that when they are joined in one direction, a series of parallel lines is formed in the general direction of the proposed face/ faces. The lines formed by pillars joined in another direction will be at right angle to the first set of lines. The ground levels at the pillars and at 15 meter intervals will be taken. In case of a working quarry, pillars will be constructed on the solid ground in the virgin area of the quarry. The levels will however, be taken in the working area as well as in the virgin area. Each pillar will be numbered and the number engraved in it.

b)In case of working opencast mines where masonry pillars as indicated in (a) above were not constructed, a base line should be laid with masonry pillars constructed at 30 Meter intervals . Another line should be laid at right angle to this base line on which also masonry pillars should be constructed at 10 Meter intervals. These two lines should become the reference lines which should be utilized for making quarry sections at 15 Meter intervals parallel to both the reference lines. The first set of section should be made based upon surveying and leveling conducted by the Area surveyors which would give initial profile of the opencast. Thereafter, every month surveying should be carried out for making the new profiles of the opencast in order to arrive at the quantity or correct excavation of coal and overburden.

c) In case of opencast mine being worked on developed workings either in single section or multisections, offset survey should be carried out to assess the quantity of coal locked in pillars/ stooks and partings. This will form the basis of calculation of extracted quantity of coal when the pillars/ stooks and partings are mined out by opencast method.

The running on account bill will be raised every month or stipulated in the workorder/ contract agreement and payment will be made within 30 (thirty) days from the date of passing of the bill by the executing authority.

13.1. If the surface is too much undulated, the intervals of measurement may be suitably reduced from 15 Meter.

13.2 Maintenance of records:-

The plan of the quarry will be drawn on cartridge paper on 1:500 scale and the ground level will be recorded at 15 Meter intervals. The intervals may be further reduced , if found necessary. The number of each pillar will be recorded on the plan.

13.3 Subsequent Surveying and Leveling :-

The levels of the overburden at 15 Meter intervals at the exact spots, where initial levels were taken, will be taken in the working area at the end of each month. The dates of all such measurements and also the date of initial measurement will be recorder on the plan along with the reduced level of each point. If the entries are too numerous and difficult to accommodate on the plan, a register may be maintained for recording the levels with dates.

13.4 When coal seam is exposed, the levels of top of the seam will be taken before the coal is extracted. Similarly, the levels of floor will be taken before the area is back filled or allowed to get drowned.

13.5 In the excavated portion also, the levels of the points along the grid where there are abrupt changes in the levels should also be taken.

13.6 A Bench Mark and a base line will be maintained at suitable places away from the quarry on firm undisturbed ground. The levels and positions of the pillars should be rechecked in reference to the bench mark and base line every six months.

13.7 Measurement of Overburden Removal:-

Any standard method for measurement of quantity of overburden removed can be adopted. But, once a method is adopted it will not be changed. Either of the two methods as described at sl. No. 14 & 15 at page- 3 of 'Code for uniform system of maintenance, control and verification of Coal Stock in all mines of CIL shall be adopted.

13.8 Measurement of Coal Removal:-

Volumetric measurement of coal production can be found out in the same manner as in the case of OBR. In this case the levels from top of the seam up to the floor of the seam will be considered.

14. Regulations in payment for coal

The volumetric quantities of coal shall be calculated in accordance with prescribed guidelines in above para No. 15. The same shall be converted in tonne and shall be reconciled with the quantity dispatched as per weighment of Railway/ Truck receipts.

Payment will be made on the lesser of the quantities as determined by the above modes.

15. A). Payment will be released on quantity of coal despatched outside the leasehold limits of the quarry and quantity of overburden removed for the above purpose as calculated on the basis of stripping ratio mentioned in the bill of quantities in tender documents. Payment of coal and OB shall be regulated in the following manner :-

a) On account payment for removal of OB (as per average monthly quantity in work schedule) will be admissible to the extent of 50% (fifty percent)of the quantity of OB disposed off by the contractor till the time coal is exposed for extraction subject to fulfillment of OB removal schedule.

b) Full value of payment due for coal produced/ dispatched within contract quantity shall be paid in on account bills.

c) Full value of payment for OB actually removed or OB commensurate to coal produced, whichever is less shall be paid in on account bills.

d) 50% (fifty percent) of payment for OB removal in excess of commensurate quantity within contract quantity will be paid in on account bills.

Above stipulation for progressive payment is to ensure compliance of targets as per work schedule, However, actual quantity executed as certified in the joint measurement shall be paid in the final bill after reconciliation.

B)Release of payment after extraction/ production of coal and transportation to surface dump by the contractor **in those cases where the contractor is not responsible for nondispatch of coal from surface dump** the following system(as has been approved in piecemeal cases)

i)80% payment for the coal produced and transported up to Dump to be considered for payment.

ii)Balance 20% payment from the above coal produced and transported will be released only after despatch of the total coal considered at Sl .No. (i)

iii)The volumetric quantity of coal produced/transported and dumped at Surface Dump as per BOQ shall be calculated in accordance with the prescribed guidelines of the yellow book and same shall be converted into tonne for considering the above payment.

iv)Final payment for coal will be regulated in accordance with clause of work order issued to the Agency for the work.

v)Release of payment for the quantities of OB commensurate with 80% quantity of coal produced and transported to dump.

For releasing such payments as at 'B' the approval of CMD BCCL will be required with information to Board. Area will only process such proposals where the contractor is not responsible for non-despatch of coal.

16. Earth as available in the excavation may be kept revived for use/used as far as possible in the top layer or reclamation/covering the back filling or as directed.

17. The custodial responsibility in respect of the property of the management or of the contractor will rest on the contractor fully from the date of the issue of Letter of Acceptance/ Work Order till the completion/ termination of the work and handing over the property back to the management.

18. The company (BCCL) shall provide the required land for execution entirely/ in a phased manner and/or restrict the magnitude of the work depending upon the availability of land for the purpose for which the contractor will have no claim on BCCL and no compensation on this ground will be paid to the contractor.

19. The cost of manpower & materials required for making pillars etc. for survey measurement shall be on the account of contractor/contractors and rates quoted by the tenderer deemed to have included the cost.

20. Not withstanding the provision at clause 9.4 of "condition of Contract" the contractor may please note that this contract may be fore-closed in May 2010 without giving any Notice.

21. The bidders are required to sign the Integrity Pact as per format given in Tender Document Part-I

22. Changes in the stripping ratio during execution shall not be considered as a change in the conditions of the contract nor invalidate any of the provisions thereof but the same will require approval in the following manner before making payment:-

(i) If the variation in stripping ratio is within + 20% , approval of CMD is required to be accorded.

(ii) In case such variation in stripping ratio is beyond + 20% , the matter needs to be placed before BCCL Board for approval and making payments accordingly.

(iii) Finally at the time of closure of the contract the matter will be put up before BCCL Board for approval along with the proposal for closure of work irrespective of whether the change in stripping ratio was approved by the CMD or by the BCCL Board .

23. The payment of wages to the contract workers should be made strictly through bank cheques in case of contracts for a period of more than six months.

INTEGRITY PACT

Between

BHARAT COKING COAL LIMITED(BCCL) hereinafter referred to as "The Principal"

And

……..hereinafter referred to as "The Bidder/Contract"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for ----------. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organisation "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

3. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder/Contractor

(1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

3. The Bidder/Contractor will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

I f the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

2. The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

3. If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 – Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders/Contractor/Subcontractors

1. The Bidder/Contractor undertakes to demand form all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders/Contractors/Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 – External Independent Monitor/Monitors
(three in number depending on the size of the contract)
(to be decided by the Chairperson of the Principal)

1.The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the ‘Principal’ and, should the occasion arise, submit proposals for correcting problematic situations.

7. Monitor shall be entitled to compensation on the same terms as being extended to/provided to Outside Expert Committee members/Chairman as prevailing with Principal.

8. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

9. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

Section 10 – Other provisions

1.This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.

2.Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3.If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

4.Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

---------- ----------

For the Principal For the Bidder/Contractor

Place…… Witness 1 : ……

Date …… Witness 2 : ……

SECTION- 4 **ANNEXURE - A**

PROFORMA OF BANK GUARANTEE IN LIEU OF BID SECURITY / EARNEST MONEY.

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 ---------- (herein after called 'the said tenderer" which expression shall unless repugnant to the subject or context includes its successors and assigns) a Bank Guarantee from a Nationalised /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.
2. 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----------.
3. 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 authorised by the Bank.

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

Signature of the authorised 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,

Authorised 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 Nationalised / 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..

Not withstanding 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, executers 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. Leter 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

(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 :

ANNEXURE – D

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 shal 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.

ADDENDUM

A) Existing clause related to WORK EXPERIENCE, WORKING CAPITAL PERFORMANCE SECURITY / SECURITY DEPOSIT i.e. Clause 3.3 & 30 of INSTRUCTION TO BIDDERS is hereby modified as follows:

3.3 To qualify for award of the contract :

a) The intending tenderer must have in its name as a prime contractor experience of having successfully executed works of similar nature (such as Transportation /Removal of Coal / Overburden/Shale/ Extraneous materials /Sand /etc) valuing 65 % of the annualized value of the work put to tender in any year during the last 7 (seven) years ending last day of month previous to the one in which bid application are invited **for the contract period one year or more**

Or

65 % of the estimated value of the work put to tender in any year during the last 7 (seven) years ending last day of month previous to the one in which bid application are invited **for the contract period less than one year**.

In case the bidder is not a prime contractor but a sub–contractor ,The bidder experience as sub contractor will be taken into account

if :-

i) The contract in support of qualification is a sub- contract in compliance with the provision of such sub-contract in the original contract awarded to prime contractor.

b) Evidence of possessing adequate working capital (at least 20% of the annualised value of this work) inclusive of access to the lines of credit and availability of other financial resources to meet the requirement **whenever contract period is one year or more**

Or

Evidence of possessing adequate working capital (at least 20% of the estimated value of this work) inclusive of access to the lines of credit and availability of other financial resources to meet the requirement **whenever contract period is less than one year.**

c) Ownership of a fleet of minimum $1/5^{th}$ of the tipping trucks/ trucks and equipment required for the annualized work **for contact period one year or more**

Or

Ownership of a fleet of minimum $1/5^{th}$ of the tipping trucks/ trucks and equipment required for the estimated work **for contact period less than one year.**

If the $1/5^{th}$ requirement is a fraction, next whole number should be taken.

Besides the above clause wherever annualized value of work appears, it will be replaced as estimated value if the contract period is less than one year for asserting the criteria of Work experience & Working Capital requirement.

30. PERFORMANCE SECURITY / SECURITY DEPOSIT

30.1 Security deposit shall consist of two parts :

a) Performance security to be submitted at award of work and

b) Retention money to be recovered from running bills.

The Security Deposit shall bear no interest. Total of the performance security and retention money should not exceed 10% of the annualized value of contract amount or the lesser sum indicated in the bid document .

The bidders have the choice for submission of performance security and retention money in any of the following forms as given at 'A'or 'B' below :-

A (i) Performance Security as per clause No-30.2

and

(ii)Retention Money as per clause No 30.3

Or

B. Deposition of Bank Guaranty for the entire period of contract by the contractor, to the extent of 10% of the annualized contract value (i.e. 5% of the performance security and 5% of the retention money of the annualized value) for the contract period **one year or more,** at the time of award of work, be provided.

Or

Deposition of Bank Guaranty for the entire period of contract by the contractor, to the extent of 10% of the awarded value (i.e. 5% of the performance security and 5% of the retention money of the awarded value) for the contract period **less than one year,** at the time of award of work, be provided.

30.2 Performance Security should be 5% of annualized value of contract amount **OR** 10% of annualized value of contract amount (i.e. 5% performance security and 5% retention money of annualized value of contract amount) **for the contract of one year or more duration**

Or

Performance Security should be 5% of **awarded value** of contract amount **OR** 10% of awarded value of contract amount (i.e. 5% performance security and 5% retention money of **awarded value** of contract amount) **for the contract of less than one year duration.**

Performance Security as mentioned above should be submitted within 28 days of receipt of LOA by the successful bidders in any of the form given below :-.

a) a Bank Guarantee in the form given in the bid document.

b) Govt. securities, FDR or any other form of deposit stipulated by the owner.

c) 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. The bid security deposit in the form of Demand Draft shall be adjusted against the security deposit.

If performance security is provided by the successful bidders in the form of Bank Guarantee it shall be issued either –

(a) at Bidder's option by a nationalized/ scheduled Indian Bank or

(b) by a Foreign Bank located in India and acceptable to the employer

(c) the validity of the Bank Guarantee shall be for a period of one year or ninety days beyond the period of contract whichever is more. Failure of the successful bidder to comply with the requirement as above shall constitute sufficient ground for cancellation of the award of work and forfeiture of the bid security.

30.3 Retention Money should be deducted at 5% from running bills. Total of performance security & retention Money should not exceed 10% of annualized value of contract amount **for contract period of one year or more** or lesser sum indicated in the bid document

Or

Retention Money should be deducted at 5% from running bills. Total of performance security & retention Money should not exceed 10% of awarded value of contract amount **for contract period less than of one year** or lesser sum indicated in the bid document

30.4 5% performance security **OR** performance security and retention money (10% of **annualized value /awarded value of contract**), as the case may be, 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).

Besides the above clause wherever annualized value appears, it will be replaced as awarded value if the contract period is less than one year for asserting the Performance Security /Security Deposit.

B) Existing clause related to FLEET i.e. Clause 1.9 of FORMS OF BID AND QUALIFICATION INFORMATION is hereby modified as follows:

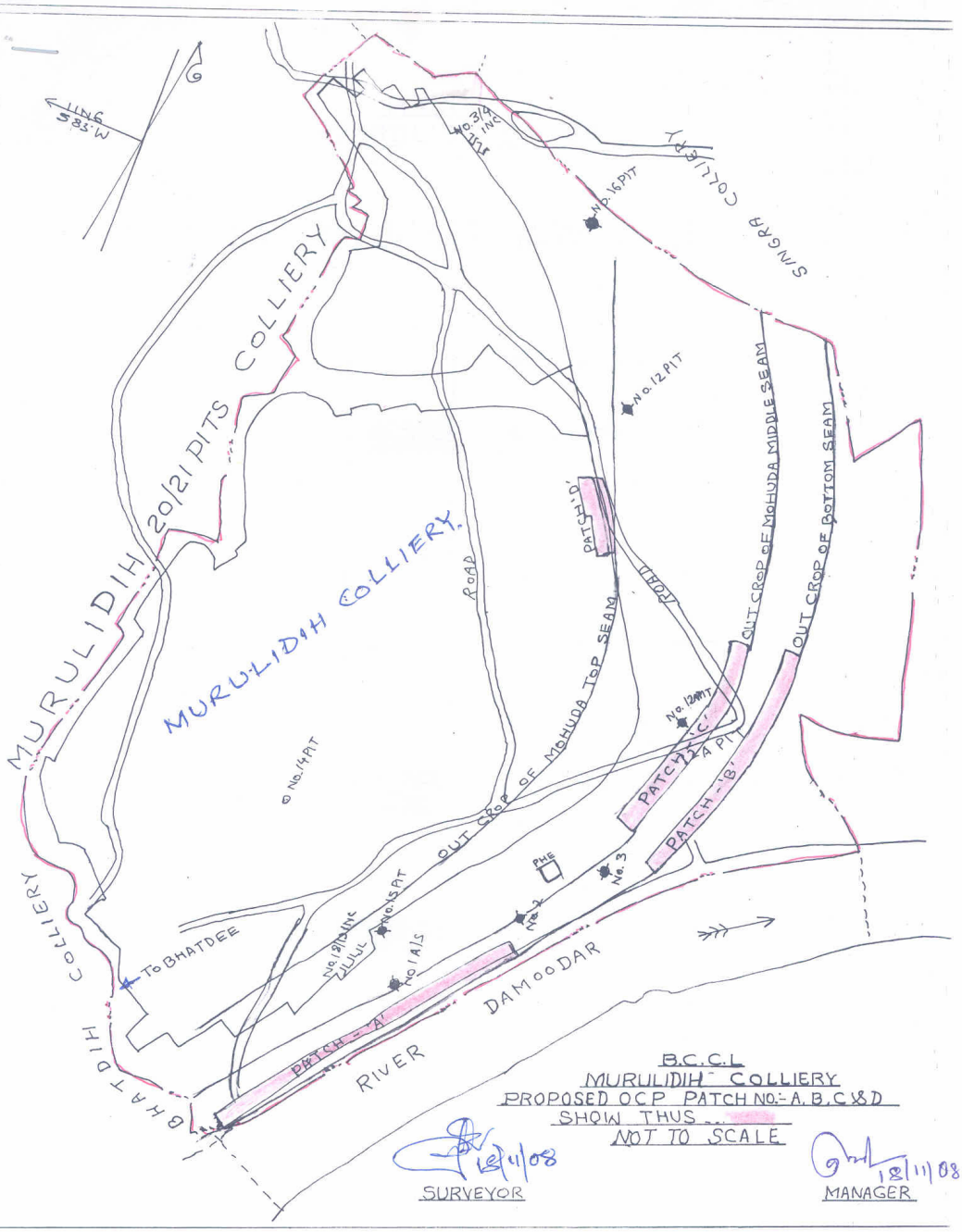
1.9 Details of trucks/ tipping trucks/ payloaders and other equipments to be used for the work.

a. Owned by the tenderer

Sl. No.	Equipment type & capacity	Registration No.(copy of registration certificate to be enclosed)	Make and Model	Minimum number
(1)	(2)	(3)	(4)	(5)

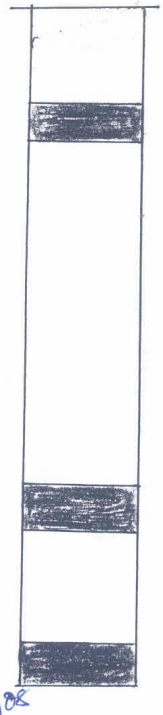
b. Owned by the others to be hired by the tenderers for this work :

An undertaking for the balance fleet/equipment required for this work that they will hire and deploy the same, if this work is awarded to them. This must be submitted along with Part-I tender document.


MURULIDIH 20/21 PITS COLLIERY
MURULIDIH COLLIERY.
SINGRAH COLLIERY
No.15 PIT
No.12 PIT
No.14 PIT
No.13 PIT
No.1 PIT
No.1 A/S
No.2
No.3
PHE
PATCH 'D'
PATCH 'C'
PATCH 'B'
PATCH 'A'
ROAD
OUT CROP OF MOHUDA TOP SEAM
OUT CROP OF MOHUDA MIDDLE SEAM
OUT CROP OF BOTTOM SEAM
To BHATDEE
BHATDIH COLLIERY
RIVER DAMODAR
B.C.C.L
MURULIDIH COLLIERY
PROPOSED OCP PATCH NO:- A, B, C & D
SHOW THUS .....
NOT TO SCALE
12/11/08
SURVEYOR
12/11/08
MANAGER

B.C.C.L
MURULIDIH COLLIERY

SECTION OF SEAM ALONG I5 PIT



18/11/08
SURVEYOR

18/11/08
MANAGER

BHARAT COKING COAL LIMITED

TENDER DOCUMENT

SECTION - 5

PART - II

Tender Notice No. 84

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1. NAME & PLACE OF WORK :- Hiring of HEMM for removal of OB, extraction & transportation of coal from Mohuda Top, Middle & Bottom seams at patch A,B,C & D of Murulidih colliery of WJ Area .

2.Ref. No. BCCL/GM(CMC)/F-HEMM-OS/2009/ 1516 Date:14.10.2009

3. Estimated Cost: - Rs 10,12,95,940/-

BHARAT COKING COAL LIMITED
(A Subsidiary of Coal India Limited)
(Contract Management Cell)
Koyla Bhawan : Dhanbad.

PRICE - BID

Part – II : - Contains 04 **(Four)** Pages.

Tender Notice No.84

Ref. No. BCCL/GM(CMC)/F-HEMM-OS/2009/ 1516 Date:14.10.2009

Name of Work : - Hiring of HEMM for removal of OB, extraction & transportation of coal from Mohuda Top, Middle & Bottom seams at patch A,B,C & D of Murulidih colliery of WJ Area .

Date & Time of submission
of Tenders : - As per NIT

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

_____

_____

Date of issue: - _____

Application fee of Tender Document :- **Rs. 5000/ Set**

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

Signature of the officer issuing Tender Papers

BHARAT COKING COAL LIMITED

PART----II (PRICE BID)

Tender Notice No.-84

Ref No: BCCL/GM(CMC)/F-HEMM-OS/2009/ 1516 Date:14.10.2009

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 10,13,000/-**

Name and place of work :- Hiring of HEMM for removal of OB, extraction & transportation of coal from Mohuda Top, Middle & Bottom seams at patch A,B,C & D of Murulidih colliery of WJ 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).

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

BILL OF QUANTITIES / SCHEDULE OF QUANTITIES:

Sl. No.	Description of Item	Quanti ty	Unit	Rate (RS)	Amount (RS)
1.0	Excavation in benches (In-Situ) by mechanical means at any depth in all kinds of soil, rock including mixed soil, mixed hard soil i.e clay soils mixed	**14.66 lakhs**	**Cubic metre**		

Sl. No.	Description of Items	Quantity	Unit	Rate (Rs.)	Amount (Rs.)
	with pebbles/ laterite/ stone boulders, soft or hard rock etc. including drilling at any depth, removal of slushy earth, mud and slurry as required, loading, transporting and unloading the excavated materials mechanically and disposed off outside the working zone in proper manner on the dumping yard including spreading, dozing, lighting, pumping and other ancillary mining activities etc. all complete as per instruction of Project Officer/ Engineer-in-charge. The job involves making access trench/ haul roads, dozing as required for excavation operation and for transportation of excavated materials etc., all complete. (**Blasting shall be done by department free of cost. Supply of explosives, detonators and related materials will be made available by BCCL and the services of statutory supervisory personnel as required for the work will be provided as and when considered necessary by the Management free of cost.)** **Carriage lead (0-1) KM. From face to Dump**				
2.0	Re-handling the loose overburden by Mechanical means in all kinds of soil, rock including mixed soil, mixed hard soil i.e clay soils mixed with pebbles / laterite/ stone boulders, soft or hard rock etc, removal of slushy earth, mud & slurry as required, loading, transporting & unloading the excavated materials mechanically and disposed off out side the working zone in proper manner on the dumping yard including spreading, dozing lighting, pumping and other ancillary mining activities etc, all complete as per instruction of Project officer / Engineer- in charge. The job involves making access trench /haul roads, dozing as required for excavation operation and for transportation of excavated materials etc, all complete. **Carriage Lead :- (0-1) KM .**	**3.42 lakhs**	**Cubic meter**		

Sl. No.	Description of Items	Quantity	Unit	Rate (Rs.)	Amount (Rs.)
3.0	Winning / extraction of coal in benches from available coal seams at any depth including drilling, blasting (**Blasting shall be done by department free of cost. Supply of explosives, detonators and related materials will be made available by BCCL and the services of statutory supervisory personnel as required for the work will be provided as and when considered necessary by the Management free of cost.**) including mechanical loading of coal free from extraneous materials into tippers / dumpers including removal of slushy earth / slurry and removal/ segregating / removal of unwanted band stones / extraneous materials, one weighment, pumping, lighting and other ancillary mining activities and **transporting coal from face of patch 'C'to Mohuda Washery etc**., complete job as per direction of Project Officer/ Agent/ Engineer-in-charge. The above job also involves making and maintenance of access trench / haul road, dozing and all other allied jobs required to accomplish the entire operation of winning / extraction and transportation of coal. **Carriage Lead :- (3-4) KM from coal face of patch 'C'to Mohuda Washery**	**0. 56 lakh**	**Metric Tonne**		

Sl. No.	Description of Items	Quantity	Unit	Rate (Rs.)	Amount (Rs.)
3.1.	Winning / extraction of coal in benches from available coal seams at any depth including drilling, blasting (**Blasting shall be done by department free of cost. Supply of explosives, detonators and related materials will be made available by BCCL and the services of statutory supervisory personnel as required for the work will be provided as and when considered necessary by the Management free of cost.**) including mechanical loading of coal free from extraneous materials into tippers / dumpers including removal of slushy earth / slurry and removal/ segregating / removal of unwanted band stones / extraneous materials, one weighment, pumping, lighting and other ancillary mining activities and **transporting coal from face of patch 'A', 'B' & 'D' to Mohuda Washery** etc., complete job as per direction of Project Officer/ Agent/ Engineer-in-charge. The above job also involves making and maintenance of access trench / haul road, dozing and all other allied jobs required to accomplish the entire operation of winning / extraction and transportation of coal. **Carriage Lead :- (4-5) KM from coal face of patch 'A', 'B' & 'D' to Mohuda Washery**	**0.88 Lakh**	**Metric Tonne**		

Signature of tenderer

"The quoted offer should be exclusive of Service Tax. Notwithstanding the provisions as stipulated at clause 11(VII) of General Terms and Conditions of the Tender Document, if Service Tax is legally payable by the Tenderer in relation to this Contract, the same will be reimbursed by BCCL on production of documentary evidence of having made such payment"

Signature of tenderer