

BHARAT COKING COAL LIMITED

(A Subsidiary of Coal India Limited)

BARORA AREA, DHANBAD

TENDER DOCUMENT

PART – I

NAME & PLACE OF WORK: OPERATION & MAINTENANCE OF TWO NOS. OF FEEDER BREAKERS INCLUDING ELEVATING BELT CONVEYOR, OVERHEAD BUNKER & WATER SPRAYING ARRANGEMENT LOCATED AT BARORA AREA OF BCCL

TENDER NOTICE NO.

Ref .No. CGM/AR-I/AM(E&M)/F-4/NIT/ /2009 DATE:-

Estimated Cost : Rs. 60,91,200=00

BHARAT COKING COAL LIMITED

(A Subsidiary of Coal India Limited)

Barora Area, DHANBAD

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Part - I :: Contains - marked pages.

Tender Notice No.

Ref .No.

**Name & place of Work : OPERATION & MAINTENANCE OF TWO
NOS.OF FEEDER BREAKERS INCLUDING ELEVATING BELT
CONVEYOR, OVERHEAD BUNKER & WATER SPRAYING ARRANGEMENT
LOCATED AT BARORA AREA OF BCCL.**

Date & time of submission of Tenders . : **22-02-2010, UP TO 3 PM.**

Date & Time opening Of tender (Part-I) : **22-02-2010, UP TO 3.30 PM.**

Name & address of the
Tenderer to whom issued.

Date of issue:

Cost of Tender Document: Rs; 5000=00
(non-refundable)

Cash Receipt No. & Date _____

Signature of the Officer
Issuing Tender document.

Part – I Document

Tender Notice Number -----

Ref.No.BCCL/-----

/09/

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I N D E X

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TENDER NOTICE

Ref.No. CGM/AR-I/AM(E&M)/F-4/Tender Notice/ /2010. Dt.

NAME & PLACE OF WORK : OPERATION & MAINTENANCE OF TWO NOS. OF FEEDER BREAKERS INCLUDING ELEVATING BELT CONVEYOR, OVERHEAD BUNKER & WATER SPRAYING ARRANGEMENT LOCATED AT BARORA AREA OF BCCL AS GIVEN BELOW.

Name of Siding.	Location of the Feeder Breaker.	Area.	Expected quantity of coal crushing per day.	Estimated Quantity of Coal crushing per annum.	Estimated cost per annum.	Cost of Tender Document.
NL Barora	Shatabdi OCP	BARORA	1500 Ton	5.40 L/T	3045600/-	5000/-
Albion	Damoda Colly.		1500 Ton	5.40 L/T	3045600/-	

2. Earnest Money/Bid Security

Rs. 60912/-(Rupees: Sixty Thousand Nine Hundred Twelve) 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 Draft 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 & Kolkata.

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

Proveness Criteria.

i) Proven means those manufacturer/repairer who have successfully supplied/repaired/commissioned the Feeder Breakers in the past, in Mining Industry/or in other Industry(Govt./Public Sector undertakings or Private Company) against firm order with satisfactory performance.

OR

ii) Having experience of doing similar nature of job i.e, Maintenance & Operation of Feeder Breaker, CHP, bulk handling plant.

OR

iii) Having successfully completed planning, designing, supplying, installation & operation of Feeder Breaker, CHP bulk handling plant.

OR

iv) OEM of Feeder Breakers, Crushers, sizers or their authorized dealer/service providers

OR

v) Having experience of coal/OB transportation in Mining Industry.

OR

vi) Having experience of OB removal or coal production by mechanical means.

a) The intending tenderer must have in its name as a Prime Contractor, experience of having successfully executed works of similar nature,(as above) valuing 65% of the Annualised Value or estimated value of the work put to tender whichever is less 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 or estimated value of this work) inclusive of access to lines of credit and availability of other financial resources to meet the requirement. Such certificate shall be dated within 3(Three) months before the date of tender opening.

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.

4. Price of Tender Documents:

The application fee for Tender Documents shall be Rs. 5000/-(as applicable) 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 Documents:

a).Tender documents including Terms and conditions of work shall be available on payment from the places during the period as stated below

Date- From 01-02-2010 to 13-02-2010

Time -10 AM to 4 PM(on working days)

Place:

i) Office of the CGM of Barora Area.

Tender Documents can also be downloaded directly from the Web-site of BCCL at <http://bccl.cmpdi.co.in> and such tenderers, while submitting their tenders will have to enclose a Bank Draft towards cost of Tender Document and undertaking along with their tenders in a separate envelope marked as “ cost of tender documents and the undertaking”. 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.

b)The bidders downloading tender document from website note the following in addition.

- i) 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.**
- ii) 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.**
- iii) 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.**
- iv) 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.**

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

6. General instruction for submission of tender.

Tenderer is required to submit his offers in sealed covers giving reference to this tender notice number and date, containing offers in two parts-I & II as specified in the tender document. EMD is to be in sealed covers clearly superscribing as Part-I and Part-II on the respective envelopes(Names of the work shall be super scribed on the left hand side of the covers).

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

7. Validity period of Offer:

The rates offered in Part-II should be valid for 120(One hundred and twenty) days from the date of opening of Part-I of the tender.

8. Receipt of the Tender:

Tender will be received in sealed cover upto 22-02-2010 upto 3 PM at the following offices:

- i) Office of the CGM of Barora Area.**

9.Opening of Tenders

Tenders will be opened on 22-02-2010 at 3.30 PM in the office of CGM of Barora Area.

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 – QUALILTY COAL TO CONSUMERS.

Tender Issuing Authority of Area.

Distribution

PRO- with a request to publish this NIT in local as well as National dailies as per terms of the Company and advise the publisher concerned to send the paper cutting to the Tendering Authority.

GM(System), BCCL- with the request to publish the NIT on Company's Web site.

Copy for kind information to:-

CGM(E&M), BCCL, Koyla Bhawan.

All CGMs/GMs in the Areas including Washery Zones - for wide circulation through display in Notice Board.

CC:CGM/GM(E & M),WCL/SECL/NCL/MCL/ECL/CCL.

Tender Issuing Authority of Area.

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 the works as mentioned in the Notice Inviting Tender (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.

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)** 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.**
 - e)** authority to seek references from the Bidder's Bankers;

- g) Proposals for sub contracting components of the works amounting to more than 10% of the Contract Price and
- h) Permanent Income Tax A/c. No. (PAN).
- i) 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 (Operation & Maintenance of CHP/Feeder Breaker) valuing 65% of the annualized value or estimated value of the work put to tender whichever is less in any year during the last 7 (Seven) years ending last day of month previous to the one in which bid application are invited.

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 annualized value of this work) inclusive of access of the lines of credit and availability of other financial resources to meet the requirement **whenever contract period is one year or more.**

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

3.5 Even though the Bidders meet the above qualifying criteria, they are subject to be disqualified if they have:-

- a) made misleading or false representation in the forms, statements and attachment submitted in proof of the qualification requirements.

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

(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

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or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

5. COST OF BIDDING

- 5.1** The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.

6. SITE VISIT

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

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

7. CONTENT OF BIDDING DOCUMENTS :

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

Notice Inviting Tender

Sec -1 Instruction to Bidders

Sec -2 Forms of Bid and Qualification information

Sec -3 Conditions of contract

Sec.-4 Forms of Securities & Form of Article of Agreement.

Sec- 5 Scope of work /bill of Quantities.

8. CLARIFICATION OF BIDDING DOCUMENTS

- 8.1** A prospective Bidders requiring any clarification of the bidding documents may notify the Employer in writing at the Employer's address indicated in the Notice inviting Tender. The Employer will respond to any request for clarification received earlier than 15(fifteen) days prior to the deadline for the submission of Bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry but without identifying its source. Such response will also be displayed in company's website

- 8.2** Pre-bid meeting : A pre-bid meeting may be held (If the Bharat Coking Coal Limited feels it necessary) on 14-12-2009 at 16.00 hrs at the office of Addl General Manager, Barora to clarify the issues and to answer questions on any matter that may be raised at that stage.

- 9. AMENDMENT OF BIDDING DOCUMENTS :** before the deadline for submission of Bids, the Employer may modify the bidding documents by issuing addenda.

9.1. Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing to all purchasers(who have purchased the documents from the office of BCCL)of the bidding documents. Prospective Bidders shall acknowledge receipt of each addendum in writing to the Employer. Such addendum will also be displayed in BCCL website for the intending bidders who has downloaded the document from website.

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

10. LANGUAGE OF BID :

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

11. DOCUMENTS COMPRISING THE BID :

11.1. The Bid , comprising of two parts, will be submitted by the Bidders as follows :

- a) Part- I of the bid to be submitted in first inner sealed envelope comprising of (i),(ii), (iii),(iv) & (v).
 - 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 envelop marked on "Cost of Tender Document and the undertaking" if any for such bidders who have downloaded the Tender Document from website has to put in the outer envelope.
 - v) The original bid document issued to the bidder duly signed by authorized signatory of the bidder on all pages as proof of accepting the conditions of contract (excluding the price bid)
- b) Part-II of the Bid to be submitted will be 2nd inner sealed envelop comprising of priced bill of quantities .
- c) Both the inner sealed envelopes will then be placed in one outer envelope, sealed and marked properly as per clause 17 and submitted to the employer at its address before the deadline for submission of the bid as described in clause 18.

12. BID PRICES

12.1 The bidder shall offer for the whole works as described in sub clause 1.1 , based on the priced bill of quantities submitted by the Bidder. However, the Employer reserves the right to allot part of the work at their discretion and no claims, whatsoever, shall be entertained in this regard.

12.2 The Bidder shall fill – in rates and prices for all items of the works described in the bill of quantities. Corrections , if any, shall be made by crossing out , initialing , dating and re-writing.

12.3 All duties ,taxes and other levies payable by the contractor under the contract or for any other cause as applicable on the last date of submission of tender, shall be included in the rates, prices and the total Bid Price submitted by the Bidder . All incidentals , overheads , etc as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder . However, such duties, taxes , levies etc which is notified after the last date of submission of tender and /or any 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 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 Payable at its Branch at Dhanbad/ Kolkata) with validity of 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.

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- 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 , Barora Area.
 - b. inner and outer envelopes will bear the following additional identification :
 - **Bid for**
 - **Bid Reference No.....**
 - * **DO NOT OPEN BEFORE 3.30 Hrs. ON 22-02-2010.**
- 17.2** 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.
- 17.3** 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.**5b.of P/3.**
- 18 DEADLINE FOR SUBMISSION OF BIDS :**
- 18.1.** Bids shall be delivered to the Employer at the address specified above no later than 15.00 Hrs. on 22-02-2010. In the event of the specified date for the

- 18.2.** 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.
- 18.3.** 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. Notwithstanding clause 27, the Employer reserves the right to accept, negotiate or reject any bid and to cancel the bidding process and reject all bids at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer's action.

29. NOTIFICIATION OF AWARD AND SIGNING OF AGREEMENT:

- 29.1. The Bidder , whose Bid has been accepted, will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex, or

- 29.2.** facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of contract called the “Letter Of Acceptance”) will state the sum that the contractor as prescribed by the contract (hereinafter and in the contract called “ the contract price “).
- 29.2.** The notification of award will constitute the formation of the contract , subject only to the furnishing of a Performance Security / Security deposit in accordance with clause 30.
- 29.3.** The agreement will incorporate all agreements between Employer and the successful Bidder within 28 (twenty-eight) days following the notification of award along with the letter of acceptance.

30. PERFORMANCE SECURITY / SECURITY DEPOSIT

30.1 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 guarantee 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.

Or

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).

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.**

Part-I**Section-2****FORMS OF BID AND QUALIFICATION INFORMATION**

(To be filled by the bidders)

CONTRACTOR'S BID

Sub :- BID for the work

To

.....

Dear Sir,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying the Bidding Documents issued to us. The Bid Security /Earnest Money in accordance with the NIT and Instructions to Bidders amounting to Rs.....(in figures).....
(in words) in the form as stipulated in Clause 15 of the Instructions to Bidders is enclosed herewith (to be filled in by the Bidder).

This Bid and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and Bid security required by the Bidding documents.

Yours faithfully,

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.....videdt.....
- ii)
- iii)
- iv)
- v)
- vi)

FORMS OF BID AND QUALIFICATION INFORMATION

QUALIFICATION INFORMATION

(In sealed Cover)

(The information to be submitted by the Bidders)

1. BIDDERS' DETAILS

1.1. Constitution or Legal status of Bidder (attached copy)

Place of registration :

Principal place of business :.....

Power of attorney of signatory Bid ...(attach)

1.2. Details of turnover

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.

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	Operation and Maintenance of CHP(FB)					
	(9)	(10)					

- 1.5.** Evidence of access to financial resources to meet the qualification requirements
Cash in hand, lines of credit and other Financial means etc. sufficient to meet
cash flow (copies to be submitted and the following format to be filled up):

Source of financing	Amount in Rs.
1.	
2.	

- 1.6.** Details of the bankers :

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

- 1.7** Details of infrastructure to be used for maintenance of Feeder Breaker.

Sl.No.	Equipment type & capacity.	Make & Model	Minimum Nos.	Remarks.

- 2.0** Permanent Income Tax Account No.(PAN):

3.0 DETAILS OF EARNEST MONEY/PERFORMANCE SECURITY:

Deposit of Earnest Money by:

Draft No./B.G. NO. :

Drawn on :

-Payable at.....

Amount (Rs.):

- 4.0 (a)** Details of registration/enlistment with Government
organizatios/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

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 contract 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 for contractual period less than one year or lesser sum indicated in the bid document.

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) 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.

- 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 nos. of feeder breakers 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** 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.
- 6.3** 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.

- 6.4** 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.
- 6.5** 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.
- 6.6** 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 attributable 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. Payments Terms:

- 8.1** Where wagons are being weighed at the loading end, payment for crushed coal through CHP shall be made on the basis of the RR weight of coal depatched, 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 the contract.

- 8.2** Where wagons are not being weighed at the loading end, payment for the item of work stated in 8.1 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.
- 8.3** If in the case of wagons not being weighed either at the loading end or at unloading end, the payment will be made by any consignee on the basis of RR Weight and the contractor shall be paid accordingly.
- 8.4** In the case of wagons not being weighed at the loading end, 80% payment for items of work stated in 8.1 above shall be made provisionally on the basis of RR Weights. Balance shall be made after reconciliation as explained in 8.2 above effecting deduction of penalties/recoveries as per terms and conditions of the contract.
- 8.5** Payment will be made only after receipt of certificate from Colliery Engineer and Project Officer for satisfactory performance of the work & countersigned by CGM/GM of respective Area. The bills are to be supported by log book and calculation sheet for penalty imposed, if any, duly certified by Officers of Unit & Area.
- 8.6** Payment will be made within 30 days from receipt of technically & commercially clear bills as per rail dispatch of coal crushed by Feeder Breaker.
- 8.7** Monthly payment shall be made for the entire certified amount.
- 8.8** Paying Authority – Area Finance Manager of respective area.
- 8.9** The company reserves the right to recover/ enforce recovery of any overpayments detected after payment as a result of post payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed claims, if any, of the contractor exceeds the amount of such overpayment and irrespective of the facts whether such disputed claim of the contractor are the subject matter of arbitration or not. The amount of such overpayments may be recovered from the subsequent bills under the contract, failing that from contractor's claim under any other contract with the company or from the contractor's security deposit or the contractor shall pay the amount of **overpayment on demand.**
- 8.10** 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. Bonus/Penalty.

There should be a bound page register maintained at each Feeder Breaker site having all vital details viz. total coal crushing, operation hours maintenance hours etc. for calculation of **PENALTY.**

- 10. a)** Bonus earned or Penalty deduction will be calculated on monthly basis for individual Feeder Breaker.
- b)** Coal crushing beyond 2000 tpd --- Bonus of 0.50 Paise per ton will be paid extra
- c)** For Coal crushing between 1500 tpd to 2000 tpd --- no bonus / no penalty.
- d)** Coal crushing below 1500 tpd --- penalty of 0.50 paise per ton will be deducted from bills subject to the maximum 10% of the awarded work order .
- e)** If Coal crushing falls below 1500 tpd and there is no fault of contractor then it should be certified by colliery engineer, Project officer and accepted by CGM/GM of Area for no deduction from bills.

11. SERVICE TAX

The Tenderer must have service tax registration, if required by statute, and if exempted, they have to produce documentary evidences in support of that. Service tax if applicable will be reimbursed against documentary evidence.

12. Termination , 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)** 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

- c)** 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

- d)** Obtains a contract with the company as a result of ring tendering or other non-bonafide methods of competitive tendering.

OR

- e)** 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.

12.1 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.

12.2 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).

12.3 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.

12.4.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.

12.5.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.

13.Completion Certificate :

13.1 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.

14. Responsibilities of the Contractor :

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

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

iii)Precautions shall be exercised at all times for the protection of persons (including employees) and property. The safety required or recommendation by all applicable laws, codes, statutes and regulations will be observed . In case of accidents, he / they shall be responsible for compliance with all the requirements imposed by the Workmen's Compensation Act or any other similar laws in force, and shall indemnify the company against any claim on this account. The contractor/ contractors shall all time exercise reasonable precautions for the safety of employees in performance of his/ their contract and shall comply with all applicable provisions of the safety laws drawn up by the State or Central Government or Municipalities and other authorities in India. The contractor/ contractors shall comply with the provision of the safety handbook as approved and amended from time to time by the Govt. of India.

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

v) Building for the sanitary necessities of all persons employed on the work shall be constructed and maintained in the number, manner and place approved or ordered by the Engineer-in-charge. The contractor/ contractors shall vigorously prohibit committing of nuisance at any other place. Cost of all works under these items shall be covered by the contractor's/ contractors' tendered rates.

vi) The contractor/contractors shall furnish to the Engineer-In-Charge or his 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,as per wages prescribed by the Jharkhand Government under Minimum Wages Act,1948 (11 of 1948).The Contractor/Contractors shall make necessary payment of theProvident Fund for the workmen engaged/ employed by them for the work as per the laws prevailing under provisions of CMPF/EPF. The Contractor/Contractors shall have to ensure implementation of CMPF/EPF and Allied Scheme framed thereunder in respect of workers deployed by them and will have to recover statutory dues and deposit the same alongwith employers contribution(Contractor's Share) to the respective CMPF/EPFoffice,and 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 contract, the company may effect and keep in force any such insurance and pay such premium/premiums as may be necessary for that purpose from time to time and recover the amount thus paid from any moneys due to the contractor.

15. Settlement of disputes :

It is incumbent upon the contractor to avoid litigation and disputes during the course of execution. However, if such disputes take place between the contractor and the department, effort shall be made first to settle the disputes at the company level.

The contractor should make request in writing to the Engineer –In-charge for settlement of such disputes/claims within 30 (thirty) days of arising of the cause of dispute/claim failing which no disputes / claims of the contractor shall be entertained by the company. If differences still persist, the settlement of the dispute with Govt. Agencies shall be dealt with as per the Guidelines issued by the Ministry of Finance, Govt. of India in this regard. In case of parties other than Govt. Agencies, the redressal of the dispute may be sought in the Court of Law.

SPECIAL TERMS AND CONDITIONS FOR THE CONTRACT

The terms & conditions will be valid for a period of three years effective from the date as indicated in the Work Order. On Expiry of the period or before it, the company may at its sole discretion, renew the agreement on the same terms and condition, as contained herein or on such modified terms and conditions as may be mutually agreed upon between the company and the contractor. The company reserves the right to cancel, terminate/reduce the period of agreement by giving three months notice in case of unsatisfactory performance/breach of the terms and conditions of this agreement without prejudice to its rights as may have accrued.

SCOPE OF WORK FOR OPERATION & MAINTENANCE OF FEEDER BREAKER.

1. The plant will operate round the clock for 365 days in one year. The contractor shall provide manpower including the supervisors and other technically skilled and unskilled labour for all the three shifts or as required for maintenance & operation of the plant comprising of feeder breakers, belt conveyor, truck loading hoppers and other accessories.
2. Consumables like electrodes, gas etc. along with electrical welding / gas set for carrying out regular repairs of plant shall be provided by the contractor.
3. The scope includes supply of grease and lubricants as required for topping up of various equipment and replacement of complete lubricants whenever required by the contractor.
4. The supply of all type of fasteners, gaskets and packing materials as required for the plant and equipment shall be in the "Scope of Work" of the contractor.
5. Supply of conveyor belts shall be made by Bidder.
6. The contractor shall provide necessary mechanical, electrical, hydraulic, instrumentation and electronic spares of all equipment as and when required.
7. Contractor shall provide manpower for segregation / removing of stone from the hopper of Feeder Breaker if any.
8. Contractor shall provide and maintain sufficient number of fire extinguisher.
9. Contractor shall provide and maintain effective fire fighting arrangement.
10. Proper illumination of plant and yard roads shall be the responsibility of the contractor and all light fittings, tubes, lamps, chokes, igniters, reflectors etc. whenever and wherever required shall be supplied and maintained by the contractor.
11. The contractor shall supply steel materials as required for repair of chutes, supports, brackets, frames, hand railings, walkway plates etc. and carry out the repair work including painting wherever required.

- 12.** In case of break down of any equipment in the system this will be immediately attended to by the contractor for necessary rectification to bring it to normal operation in the shortest possible time. The contractor will make necessary arrangement for providing supervisory services by themselves and if necessary by the original equipment/system manufacturer's service engineer at their cost.
- 13.** All tools, tackles and appliances for plant maintenance including those required for shifting, hoisting, lowering shall be provided by the contractor.
- 14.** Cleaning of the entire plant including all roads, drainage, plantation etc. will be in the scope of the contractor.
- 15.** Repairing of all worn out equipment components shall be in the scope ;of the contractor including rewinding of motors.
- 16.** All statutory requirements are to be fulfilled by the contractor including labour license, rules and regulation of DGMS and other statutory authorities including those of State Govt., Central Govt, and BCCL.
- 17.** Supply of all safety appliances required for the working personnel shall be in the scope of the contractor.
- 18.** The Contractor shall make all necessary payment of the Provident Fund for the workmen employed by him for the work as per ;the laws prevailing under provisions of CMPF and Allied Schemes and CMPF and Miscellaneous Provisions Act.
- 19.** Spares for all the Mechanical and Electrical equipment of CHP during the maintenance period of contract are in the scope of supply of the contractor.
- 20.** Contractor's Employees: The Contractor shall provide and employ on the plant for operation and maintenance, up keeping and to comply with the statutory requirements, the following:
 - a).** Only competent executives and supervisors, who are experienced and skilled in their respective fields to execute and supervise the work.
 - b).** Skilled, semiskilled and unskilled labour as is necessary for the proper and timely maintenance & operation and upkeepment of the plant.
- 21.** The Contractor shall maintain at his own cost all security arrangement for protection of the Plant including places where maintenance is being carried out.
- 22.** The contractor shall ensure insurance of operating and maintenance personnel for any accident during operation and maintenance of the plant.
- 23.** The Electricity/Power Supply required for operation and maintenance will be supplied free of cost to the contractor. Bidder is required to indicate his daily power requirement in the tender for operation and maintenance of the plant .

- 24. a).** Pumping for water spraying and lighting around CHP shall be done and maintained by Contractor at his own cost, during contractual period.
- 25. a)** The tenderer shall ensure that the persons deployed by them for the maintenance of the equipments comply with the Mines Act and any other Law for the time being in force.
- 26. Operation and Maintenance.**
- 27.** The contractor shall operate and maintain the project throughout the entire contract period. The contractor shall provide sufficient manpower skilled and unskilled to operate the plant at a level to meet system operating criteria .
- 28.** The contractor shall perform all necessary work related to operating and maintaining the project in accordance with the recommended operation and maintenance procedure of equipment manufacturer.
- 29.** The contractor shall ensure that the life of the equipment will not be deteriorated due to using sub-standard quality of spares, mishandling or overloading of equipment during operation and maintenance contract.
- 30.** The contractor shall be liable for the implementation of the provision of contract labour regulation abolition act and rules thereof. Payment of wages act and payment of wages (mines) rules, minimum wages act and the rules thereof coal mines provident fund scheme and other legislation which are obligatory for the contractors towards his employees are responsibility of contractor.
- 31.** That the contractor shall provide full medical treatment to his staff and labour in case of accidents on duty. The company shall have no responsibility whatsoever towards staff/labour deployed by the contractor.
- 32.** That in no manner the company is liable to the contractor or any member of his staff or any other person or to Government or other bodies for injuries or death caused as a result of accidents either within or outside the mine including the Coal Handling Plant Area in the course of work. The contractor shall be responsible for such contingencies and will make good all claims for compensations, claimed by the labour or staff or as decided by appropriate authority/tribunal or other competent agencies and discharge as the case may be. All liabilities under the workmen's compensation act and other relevant laws of the land will be the contractors responsibility. The contractor shall also indemnify the company and discharge all the same that may be awarded in respect of claims for compensation arising out of or consequent to any staff or labour working under him or any other involved persons pursuant to the provisions of the workmen's compensation act(viii of 1923 and ix of 1933) or any subsequent modification or amendment to the act thereof or any other enactment of law in force at the relevant time. All costs incurred in connection with any such claim should be made good by the contractor and the company if required to pay in the first instance such amount of compensation as it is payable under the said act and to recover the amount paid by the company immediately from the dues of the contractor.
- 33.** To improve the service back-up the contractor shall establish a 24 hourly contact point at Dhanbad by posting competent Engineer with all essential float units and spare

parts. He will also keep effective liaison with BCCL's engineer. This arrangement shall be apart from the site Engineers to be placed at Areas as may be required.

34. No interest shall be payable on any amount withheld by the company under the terms of Agreement/Contract.

35. Income tax shall be deducted at source from the bills of the party, as per the Provisions of income tax law.

36. The earnest money shall also be forfeited on the following grounds:

- (a) On withdrawal of tender.
- (b) Refusal to enter into the agreement of execution of work if the work is awarded to the party.
- (c) If the work is not commenced within the specified time limit after the award of work.
- (d) If the party obtains a contract from the company as a result of wrong tendering or other non-bonafide methods of competitive tendering.
- (e) Willful neglect in subordination or disobedience by the party or its employees of the orders of CMD BCCL or his representative pertaining to the safety or any matter relating to the execution of the work in/under the contract.
- (f) Failure on the part of the party to arrange the requisite spares at site and or start the work on the stipulated dates.
- (g) If it is found that the system of payments to the labour and staff is not satisfactory and is likely to cause unrest, the decision of the CMD BCCL and or Area General Manager/Chief General Manager(E&M)/ or any other authorized executive will be Final and binding.

37. While every effort will be made to continue the work, BCCL shall not accept any responsibility/liability for dislocation in the work due to causes beyond its control. The work is subjected to Force Majeure Clauses including strikes, war, lock-outs, mishaps in the company works, power station, non-supply of wagons and all such clauses over which management will have no control and management shall under no circumstances refund or pay to the party any loss incurred by him for advance made to their employees or for any situation or incidental loss in the event of such stoppage. Only work done will be billed for payment.

38. Arbitration - In case of any dispute arising at any time during the tenure of the contract period, the same shall be referred to arbitration. The sole arbitrator shall be CMD, BCCL or his authorized representative and his decision shall binding to both the parties. Venue of such arbitration shall be BCCL(HQ),

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 datedfor 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

P/39
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 of relieving or discharging the Guarantor.

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

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

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

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

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

Signature of the authorised Person.

For and on behalf of the Bank.

Place:

Under Jurisdiction of Dhanbad Court only.

FORMAT FOR CONTRACT AGREEMENT

(on Non Judicial Stamp Paper)

Agreement No-

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

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

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

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AS FOLLOWS

1. In this agreement words and expressions shall have the same meanings as respectively assigned to them in the Bid document, General, Special and Additional conditions of Contract.
2. The following documents shall constitute the Contract between the Employer and the Contractor. And each shall be read and construed as an integral part of the contract.
 01. Bid Notice.
 02. Letter of Award.
 03. The Bid and Price Schedules submitted by the Contractor.
 04. General Conditions of Contract.
 05. Special Conditions of Contract.
 06. Financial terms and conditions.
 07. Billing Schedule.
 08. Technical specifications and drawings.
 09. Additional Terms and Conditions.
 10. Work Schedule.
 - 11 . Any other documents as may be necessary.

- 3.** In consideration of payment to be made by the Company to the Contractor, the Contractor hereby covenants with the Company to execute the work in conformity in all respects with the provisions of the Contract.
- 4.** The Company hereby covenants to pay the Contractor, in consideration of the execution, completion and maintenance of the work, the Contract Price at the time and in the manner prescribed by the Contract.
- 5.** The Contract shall abide by the Indian Laws.

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

SIGNED, SEALED AND DELIVERED.

Signed on behalf of the Contractor

Signed on behalf of the Company

Designation

(Name of the Contractor with address)
address)

(Name of the Company with

In the presence of :

WITNESS – 1

(Signature)
(Name in Block letters)
Official address :

WITNESS – 2

(Signature)
(Name in Block letters)
Official address :

WITNESS – 1

(Signature)
(Name in Block letters)
Official address :

WITNESS – 2

(Signature)
(Name in Block letters)
Official address :

Annexure - E

(Ref. Clause 3.2 of ITB)

Format for Affidavit

Non Judicial Stamp Paper.

AFFIDAVIT

I, _____ Partner/ Legal Attorney / Accredited
Representative of M/s ----- Solemnly declare that :

1. We are submitting tender for the work -----
against tender notice number ----- dated----- .
2. None of the partners of our firm is relative of employee of Bharat Coking Coal Limited.
3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this tender is complete , correct and true.
4. All documents /Credentials submitted along with this tender are genuine , authentic, true and valid.
5. If any information and document submitted is found to be false/incorrect at any time , department may cancel my tender and action as deemed fit may be taken against us , including termination of the contract , forfeiture of all dues including Earnest Money and banning /delisting of our firm and all partners of the firm etc.

Signature of the tenderer.

Dated-----

Seal of Notary.

Annexure - 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.

Bharat Coking Coal Limited
(A Subsidiary of Coal India Limited)
Office of the Chief General Manager, Barora Area.
P.O. Nawagarh. Dhanbad

Part-II (Price Bid)

Sl.No.	Description of Work to be done.	Qty.of Caol/Year (to be crushed).	Rate Rs./T.	Amount (Rs.)
1	Operation & maintenance of one No.of Feeder Breaker including elevating Belt conveyor, overhead Bunker & water spraying arrangement located at Damoda Colliery, Barora Area.	5,40,000 T.		
2	Operation & maintenance of one No.of Feeder Breaker including elevating Belt conveyor, overhead Bunker & water spraying arrangement located at Shatabdi O.C.P., Barora Area.	5,40,000 T.		

Signature of Tender issuing authority.