

**BHARAT COKING COAL LIMITED**  
**(A Subsidiary of Coal India Limited)**  
**Office of the General Manager, Katras Area**  
**PO: Sijua, Distt: Dhanbad.**

Ref.No.BCCL/KA-IV/Trans/2010/13072

Dated: 15.02.2010.

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

Description of work	Location	Estimated Cost (Rs.)	Cost of tender document (Rs.)	Earnest Money (Rs.)	Period of contract
Transportation of picked shale (Stone) from Lakurka & Sijua Rly. Siding by CTTS and loading by CPL with a lead of 2 to 3 KM.	Katras Area	6,66,600.00	250.00	6,670.00	06(Six)) Months

2. Earnest Money:

Rs 6,670.00 (Rupees Six thousand Six Hundred Seventy) only as Earnest money is to be deposited in the form cash or Bank Draft (from any Scheduled Bank payable at its branches at Dhanbad drawn in favour of Bharat Coking Coal Limited on any scheduled Bank payable at its branch at Dhanbad and proper money receipt should be enclosed.

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

- a. The intending tenderer must have in its name as a Prime Contractor, experience of having successfully executed works of similar nature (such as Transportation/Removal of coal/Overburden/Shale/Extraneous Materials) during last seven years ending last day or month previous to the one in which bid applications are invited (i.e. eligibility period should either of the following
- i) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost.
- OR
- ii) Two similar completed works each costing not less than the amount equal to 50% of the estimated cost.
- OR
- iii) One similar completed works each costing not less than the amount equal to 80% of the estimated cost

Contd/2

-: 2: -

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

- c. Minimum number of equipments required for the work: -

Type of equipment	Capacity	Total number of equipments required	Minimum no. of equipments to be owned by the applicant out of the total number of equipments.
Tipper Dumper	10 M.T.	06	03
Excavator	9 cu.m. or above	01	
Pay loader	2.5 cu.m	01	01

(\*) The minimum equipment requirement to be owned by bidder indicated for the respective work are out of the total equipment requirement for the entire work. Balance equipment requirement can either be owned or hired by the bidder.

NOTE: -Documentary evidence for owning of tippers in the name of tenderer should be enclosed in Tech. Bid Part-I of the Tender.

4. Price of tender Documents:

The application fee for Tender Documents shall be Rs 250.00 (Rupees Two hundred fifty) only payable either in cash or by Bank Draft drawn in favour of Bharat Coking Coal Limited on any Scheduled Bank payable at its Branches at Dhanbad with Sr. Cashier/Sr. FO, Katras Area from 08.03.2010 to 10.03.2010

5. Availability of Tender Documents

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

Date – From 03.03.2010. to 10.03.2010

Time – 10.00.Am to 5.00.PM(on all working days)

Place :

- i) Office of the Staff Officer (Mining),  
Katras Area, PO: Sijua, Distt: Dhanbad  
PIN CODE : 828 121

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

Contd/3

-: 3: -

6. General instruction for submission of tender

Tenderer is required to submit his offers in sealed covers giving reference to this tender notice number and date, containing offers in two Parts-I & II as specified in the tender document. EMD is to be submitted in a separate envelope with the Part-I of the tender document. Part-I & II should also be in sealed covers clearly superscribing as Part-I and Part-II on the respective envelopes (Name of the work shall be 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 & Twenty) days from the date of opening of Part-I of the tender.

8) Conditional tenders will not be considered.

9) Income Tax Clearance Certificate/ PAN No. and Sales Tax Registration/VAT Certificate is to be submitted with the tender documents in Tech. Bid(Part-I)

10) Receipt and opening of the Tender:

Tender will be received in sealed cover on 12.03.2010 upto 3.30 PM at the following office and will be opened at 4.00 P.M. on the same day.

Office of the Staff Officer (Mining),

Katras Area, PO: Sijua, Distt: Dhanbad

PIN CODE: 828 121

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 is sole discretion.

Staff Officer (Mining)

Katras Area

Distribution: -

1. Chief Vigilance Officer, BCCL, Koyla Bhawan.
2. General Manager (EDP), BCCL, Koyla Bhawan, Dhanbad for publication in website.
3. All CGMs/GMs of the Areas of BCCL.
4. PRO, with a request to publish the abridged NIT as enclosed in local Newspaper and also arrange to send the paper cutting to this Office.
5. General Manager, Katras area
6. All Project Officers, Katras Area
7. AM (Plg.)/AFM/APM/ACE, Katras Area
8. Sr.FO/Sr.Cashier, Katras Area
9. NOTICE BOARD, KATRAS AREA
10. TENDER FILE.

**BILL OF QUANTITY FOR:**

Transportation of picked shale (Stone) from Sijua and Lakurka Railway Siding under Katras Area by Contractor's tipping trucks and loading by contractor's Pay loader and disposal of the picked shale with a lead of 3.0 KM

Sl. No.	Description of work	Quantity	Rate	Unit/te	Amount
	Transportation of picked shale(Stone) from Platforms of Sijua and Lakurka Railway sidings of Katras Area by CTTS and loading by CPLS and disposal of picked shales (Stone) at the places as directed with a lead of 2.00 to 3.00 KM	30000 MT	22.22	Per Tonne	6,66,600.00
	<b>TOTAL</b>				<b>6,66,600.00</b>

(Rupees Six Lakhs Sixty six Thousand Six Hundred )only.

- .....( ) % above/below/on the estimated cost  
In Figures (In Words)

Signature of the Tenderer

Signature of the Officer,  
Issuing Authority

Staff Officer (Mining)  
Katras Area

**BHARAT COKING COAL LIMITED**  
(A Subsidiary of Coal India Ltd.)  
Office of the General Manager, Katras Area IV  
P.O. Sijua, Dist. Dhanbad (Jharkhand)

**TOP SHEET OF TENDER DOCUMENTS**

- 1 Name of the work :- Transportation of picked shale (Stone) from Lakurka & Sijua Rly. Siding by CTTS and loading by CPL with a lead of 2 to 3 KM.
- 2 Place of work :- Lakurka & Sijua Rly. Siding under Katras Area.
- 3 Tender Notice No./date :- BCCL/KA-IV/Trans/2010/13072 Dated: 15.02.2010
- 4 Date and time of issuing of tender documents :- Issue of tender documents – begins on : 03.03.2010  
closed on : 10.03.2010
- 5 Date and time of submission of tender documents :- 12.03.2010 upto 3.30 P.M.
- 6 Date of time of opening of tender documents :- 12.03.2010 at 4.00 P.M.
- 7 Name of consultant, if any :- NIL
- 8 Name and address of the company, issuing tender :- BCCL, Katras Area IV
- 9 Estimated Cost :- Rs. 6,66,600.00
- 10 Earnest Money :- Rs.6,670/- M.R. No.....dt.....
- 11 Cost of tender paper :- Rs. 250/- M.R. No.....dt.....
- 12 Time of completion :- 6 months
- 13 Name and address of the Agency, issuing tender :-

M/S./Sri  
Address :

Date –

Signature of the Tenderer.

Signature of the Officer,  
Issuing Authority

**BHARAT COKING COAL LIMITED**  
(A Subsidiary of Coal India Ltd.)  
**KATRAS AREA IV**

All tenderer should furnish the following informations along with tenders.

- 1) Name of the tenderer
- 2) Whether individual, partnership or Limited Company.
- 3) Postal address of the company proprietor together with their telephone No./Mobile No. etc.
- 4) In respect of partnership, limited company, the name of other partners/directors, together with their address
- 5) List of other firm/partnerships doing the business in BCCL where in the above firm/partners/directors are concerned with.
- 6) Whether proprietors/partners/directors are connected with any employees working in BCCL, if so the details of the employee designation and place of posting.
- 7) Any contract being carried on in BCCL, by the above firm/proprietor /partnership / limited company in his own name and if so, the details of the contract being executed.
- 8) Details of the Sales Tax registration No. if any and Income Tax/PAN No.
- 9) Whether the proprietor/partnership firm/ company as a Income-Tax assesee and if so, the year upto which the last assessment has been made (Income-Tax clearance certificate/ Xerox copy of Pan Card No. should be enclosed).

This details will form a part of the tender paper.  
Failure to fill up these data will mean automatic rejection of the tender.

Signature of the Tenderer

BHARAT COKING COAL LIMITED  
(A Subsidiary of Coal India Ltd.)  
KATRAS AREA

Certificate to be furnished by the tenderer

I/We hereby certify and a solemnly enclosed that I/We am/are not related to any employee of BCCL/CIL directed/ indirectly. In the event of my/our declaration being found false either at the time of submitting the tender of thereafter the department will reserve the full right to treat my/our tender to cancelled without assigning reasons what-so-ever and without else any further reference to me/us.

Signature of the Tenderer



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## ANNEXURE-A

### GENERAL TERMS AND CONDITION

1. Definitions :-

i) The word 'Company' wherever in the conditions means, the Bharat Coking Coal Limited, represented at BCCL, Hqrs. by the Addl. CE (C)-HQ of the BCCL, Headquarters or his authorised representative or any other officer specially deputed for the purpose.

ii) The word contractor / contractors wherever occurs means successful tender/ tenders who has / have deposited the necessary Earnest money and has have been given written intimation about the acceptance of tender.

2. Responsibilities of the Contractor / Contractors.

i) The BCCL, reserves the right to let other contracts 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 keep on the work, during the progress a competent Superintendent and necessary, assistant who shall represent the contractor (s) in his / their absence in pertinent directions shall be confined to the contractor (s) in writing. If the contractor / contractors in course of the work finds / find any discrepancy between the drawing, forming part of the contract documents and the physical condition of the locality or any errors or commissions in drawings except those prepared by himself / themselves and not approved by the Engineer-in-charge it shall be his / their duty to immediately inform the Engineer-in-charge in writing and the Engineer-in-charge shall verify the same. Any work done after such discovery and without intimation above will be done at the risk of the contractor / contractors.

iii) The contractor / contractors shall employ only competent, shifful and orderly men to do the work. The Engineer-in-charge shall have 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.

iv) Precautions shall be exercised at all times for the protection of persons (including employers) and property. The safety required or recommendation by applicable laws, codes, status and regulation will be observed. In case of accidents imposed by the Workman's compensation Act or any other similar laws in force, and shall indemnify the company against any claim on this account.

All scaffolding, ladders and such other structures which the workmen are likely to use shall be examined by the Engineer-in-charge or his authorised representative whenever they are used and the structure must be strong, durable and of such design as required by them. In case any structure condemned by the Engineer-in-charge or his authorised representatives shall be kept on the work and such work must be pulled down within three hours of such condemnation and any certificates or instruction, however, shall in no way detract the contractor/contractors from his / their responsibility as an employer as the company shall in no way be responsible for the claim.

The contractor/contractors shall at times exercise reasonable precautions for the safety of employees in the performance of his / their contract and shall comply with



all applicable provisions of the safety laws drawn up by state of Central Govt. of Municipalities and other authorities in India. The contractor/contractors shall comply with the provision of the safety hand book as approved and amended from time to time by the Govt. of India.

v) The contractor/contractors shall familiarise themselves with and be governed by all laws and rules of Indian and Local Statutes and orders regulatins applicable to his/ their work.

vi) 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 work under this Item shall be covered by the contractor / contractors tendered rates.

vii) The contractor / contractors shall furnish 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.

viii) All taxes whether Local Municipal provincial or Central etc. and cess, royalty etc. those are payable or may become payable shall be the contractor / contractors account and shall be deemed to have been included in the tender for the work to be executed by him them. The contractor / contractors will have to produce a certificate from the appropriate authorities of the state Govt. To the effect that all dues about royalties have been paid. This certificate will have to be produced before the final payment made security released.

1) On account of manufacturer briks or collection of minor minerals in area ( both virgin and non virgin ) acquired by the Company under the Coal Act the contractor will have to produce a royalty clearance certificate from the District Authorised befor full and final payment.

2) In case the company land is used for manufacture of bricks or extraction of gravels etc the contractor will have to pay compensation to the company ( apart from the liability of the contractor to make the payment of royalty etc. to the State Govt. ) at the same rates of royalty fixed by the State Govt. or an appropriate deduction may be made in rate to be paid to the contractors.

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

x) The contractor / contractors shall make their own arrangements for carriage of all materials to the work-site at his/their own cost and supply of all water required for the contacted work and drinking water to his / their workmen

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

ix) No fruit tree or valuable plant or trees with trunk diameter exceeding 6 inch. shall be, pulled, destroyed or damaged by the contractor / contractors or any of his / their employees without the prior permission of the company, felling



which the cost of such trees or plant shall be deducted from the contractor's / contractor's dues at the rate to be decided by the Company. The rates quoted are supposed to include clearance shrubs and jungles and removal of such trees upto 6 inch dia as well be permitted by the Engineer in-charge in writing.

xiii) The contractor/contractors shall not pay less than the minimum wages to the labourers engaged by him / toom as per minimum wages Act or such other legislations or award or the minimum wages fixed by the respective state govt. as may be in force and in this matter the decision of the company shall be final and binding.

xiv) 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 labourers considered necessary and the Company may arrange for witnessing the payment to the labourer by its representatives.

xv) The contractor / contractors shall in addition to any indemnity provided by Law indemnity the company against all liabilities whatsoever arising out of the workmen's Compensation Act, 1923 or any enactment and amendments thereto and shall be wholly responsible for observance of all statutory rules and regulations under any act or award of Govt. to force in matters relating the employment, payment and retrenchment of labour.

No claim shall lie against the company for damage by any act God or on account of circumstances beyond the company's control.

If in any matter which is not expressly provided for or against the condition of any matter or practice appears judicial to the interest of the company may call upon the contractor / contractors to remedy modify or remove such matter or practice and this shall be binding on the contractor / contractors.

### 3. Statements of Approximate Quantities' Variations, Additions Alterations Drawing Specifications.

The quantities noted in Schedule - A are approximate and no claim shall be made against the Company for reduction enhancements of quantities.

Any item the work provided in the scheduled and found not necessary during the progress of the work maybe omitted at the option of the Company and no claim shall lie against the company on this account.

The Executive Engineer shall have power to make any alterations in or additions to the original specifications, drawings, designs and instructions that may appear to him to be necessary or available during the progress of the work and the contractor/contractors shall bound the carry out the work in accordance with any instructions which might be give to them in writing signed by the Executive Engineer/Superintending Engineer and such alteration shall not invalidate the contract and any additional work which the contractor / contractors on the same conditions in all respect on which they agreed to do the main work and at the same rate as are specified in the tender for the main work.

The time for the completion of work shall be extended in the proportion that the additional work bears to the original contracted work and the certificates of the Superintending Engineer / Sr. Executive Engineer / Executive Engineer - in - charge shall be conclusive as to such proportion and if the additional work includes day.



class of work for which no rate is specified in the contract, then rates shall be fixed as follows.

(a) If the item exists in the company's schedule of rates it will be paid for at the scheduled rates plus or minus the percentage by which the tendered amount as quoted by the contractor / contractors for the whole work is above or below the estimated amount but:

(b) If the said item does not exist in the company schedule of rates then a new rate shall be framed by the Superintending Engineer / Sr. Executive Engineer / Executive Engineer by analysing on current market rates of material and labour involved in case of any differences between the contractor/contractors and the Superintending Engineer / Sr. Executive Engineer / Executive Engineer as to the fixation of the rate the matter may be referred to the Addl. Chief Engineer (Civil) whose decision shall be final and binding on the contractor/contractors.

**PROVIDED ALWAYS THAT :**

(a) Contractor/contractors shall not be entitled to any payment for any additional work done unless he/they have received order in writing from the Superintending Engineer / Sr. Executive Engineer / Executive Engineer for such additional work.

(b) The contractor/contractors shall be bound to submit his/their claim for any such additional work done during any month or before 15th day of the following month accompanied by the additional work and.

(c) The contractor/contractors shall not be entitled to any payment in respect of such additional work if he / they fail to submit his/their claim within the aforesaid period.

The work shall conform strictly to the drawings and specification. This will not however prejudice the Company's right to after increase modify, reduce or amend the work or any item thereof in which case the contractor/contractors will have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but for the reduction in work consequent upon such alteration or curtailment.

The work may be stopped at any time by Company having the contractor or his agent on the works. seven day's notice in writing and the measurement of the works shall be made by the Executive Engineer concerned at any time fixed by him writing subsequent to the expiry of the said notice. The measurements shall be carried out at the said appointed time notwithstanding whether the contractor (s) is or is not present or not. On payment for work done and approval as ascertained by the said measurements the contractor(s) shall have no further claims against the company and the contractors shall not be entitled to claim for any or compensation of that account.

Any claim as to measurement which the contractor (s) has to make shall be made in writing seven days of measurement taken by the Executive Engineer as aforesaid and any claim in respect of such measurement made more than seven days after of such measurement shall be deemed to have been waived by the contractor and would not be maintainable.

**4. Rate, materials and workshop**

The rates quoted shall be for finished work incised work inclusive of all materials of construction.



The company will have full and final authority to reject any material or work done to a defect there in and the Contractor / Contractor's shall forth with remedy the defects at his their own expence and no further work shall be done in connection with particular building or portion of the building or work till such time as the defect is removed to the entire satisfaction of the Engineer-in-charge.

If at any time a material of construction is declared unsuitable by the Company such materials shall be forth with removed from the site and shall not be offered against or inspection or inclusion or inclusion in the construction.

Accurate record of materials, if supplied by the Company should be kept by the contractor / contractors and the record shall be open to check by Engineer in-charge or his authorised representative.

The account of materials shall also be maintained in register which shall be signed both by the authorised representative of the Engineer-in-charge and the contractor / contractors. All materials, tools and plants brought shall be deemed to be held in lieu by the company and the contractor / contractors shall not have the right to remove the same from the site without the written permission of the Engineer-in-charge. However, the Company shall not be liable for any loss theft or damage due to fire or other causes sustained during this period of time.

The contractor / contractors shall be responsible for correct and complete execution of the work in a workman like manner with the materials as per specification which shall always be subject to the approval of the Company at all stages of work.

All work under on in course or execution or executed in pursuance of the contract shall at times be open in inspection and supervision by the Engineer-in-charge or by the Chief Engineer or his authorised representative and the contractor / contractors shall allow the same implement all instruction that may be given by the Company from time to time.

The contractor/contractors shall give not less than one week's notice to the Company before covering up or otherwise placing beyond the reach of measurement any work in order that the same be measured and finally inspected, and shall not be cover up or otherwise place beyond reach any work without the written consent from the company failing which any such work may be uncovered at the contractor / contractors expense.

## 5 Payment

"On account" payment may be made at intervals When the completion of the entire work is certified then one half of the total security Deposit will be refunded to the contractor. The total accounting will be made and the contractor / contractors shall draw final payment of all the money due or payable to them under or by virtue of the contract. The other half of the security deposit will be retained and paid to the contractor / contractors after period of six months or as soon as after the expiration of such period of six months, provided that in case of building work the above said amount shall be refunded after a period six months or at the end of one full monsoon whichever is later in of time. During the period of six months or one full monsoon season mentioned above the contract (s) shall be responsible to set right any defect or defects that might appear in the work and in case of building work the above amount shall be paid only after the buildings above proved to be completely water tight during the full monsoon and all defects have been good in case anything is found to have been paid in excess the contractor/contractors shall return the same.



No interest is payable on amounts withheld under the item of the agreement.

The company shall be at liberty to reduce from the security deposit or from any other sums due or to become due under this contract or under any other contract all sums that becomes due to the Company. All bills shall be per-audited before payment, payments will be made by cheque only.

6. Date of Commencement, Rate of Progress, Delays, Forfeiture and Penalties

The contractor / contractors shall submit a construction schedule showing the order in which he/they propose (s) to carry out the work the date on which he/they will start the several salient features (including procurement of materials, plant any the contemplated dates for completing the same.) For the purpose of preparing the schedule, the work shall be deemed to have commenced on expiry of (ten) days from the date of issue of the letter of intent or from the date of handing over over the site for the work which ever is latter.

The work should be commenced within 10 days from the issue of the letter of acceptance from the Administration or from the date of handing over the site for the work which ever is later and completed on or before the date of completion specified in the agreement.

(a) The time allowed for carrying out the work as entered in the contract agreement shall be strictly observed by the contractor / contractors and the time of completion of the work shall be reckoned from ten days after the issue of the letter of acceptance of tender or from the date of handing over the site of the work which over is latter. The work shall throughout the stipulated period of the contract be carried on with all its diligences (time being deemed to be the essential of the pay as compensation an amount up to 1 per cent of the amount of estimated cost of the whole work as shown by the tender for every that the work remains uncommenced or unfinished after the after the proper dates. In the event of the contractor/ contractors failing to complete within the rate of progress specified in the agreement they shall be liable to pay as compensation an amount up to 1 per cent of the said estimated cost of the whole always that the entire amount of compensation to be paid under provision of this clauses shall not exceed of the compensation 10 percent of estimated cost of the work as shown by the tender.

If the progress of any particulars portion of the work is unsatisfactory the Executive Engineer shall not withstanding that the General progress is satisfactory in accordance with clause 6 (a) be entitled to take action under the clause 6 (b) after giving contractor/contractors 10 days notice in writing and the contractor/contractors will have no claim for any loss sustained by them owing to such action.

(b) To employ another Agency for executing the job or labour paid by the company and to supply materials to carry out the work or any part of the work debiting the contractor/contractors with the cost involved in engaging another agency or the cost of the labour and the materials prices (or the amount of which cost and price certificate of the Executive Engineer shall be final and conclusive against the contractor/contractors) as the case may be and crediting them with the contractor the certificate of the Executive Engineer as to the value of the work done shall be final and conclusive against the contractor/contractors.

7. Termination of contract.

The contract may be rescinded and the security deposit and other dues of his.





the contract the certificate of Executive Engineer as to the value of the work done shall be final and conclusive against the contractor / contractors.

**7. Termination of Contract**

The contract may be rescinded and the security deposit and other dues of this work or any other work done under the Company may be forfeited and brought to the absolute satisfaction or is not likely to disposal of the Company if in the opinion of the company (i) progress cannot be completed within the stipulated time or (ii) if the contractor/contractors with the terms and conditions (iii) if it is found the irregularities mentioned under clause 2 (xi) above have been committed.

On receipt of notice of termination of contract the contractor / contractors would be entitled to payment for work actually done except in case of conditions (iii) above and the amount to be paid will be decided by the company in the light of clause 6 (a) and (b) above.

**8. Adjustment of the dues**

If any sum found due from & payable to company by the contractor/contractors in connection with any other contract/contracts the Company shall have right and liberty to adjust the same out of the dues under other contracts.

**9. Arbitration**

"All disputes or differences whatsoever arising between the parties out of or relating to the construction meaning and operation or effect of this contract or breach thereof shall be settled by a sole arbitrator appointed by the CMD of BCCL and award of arbitrator shall be final and binding on the parties concerned. The arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the awards. The arbitration proceeding shall be in accordance with the Arbitration Act 1940"

10. In respect of interpretation of any clause or item specification herein incorporated the interpretation of the Addl. E (C) HQ will be final and binding.

11. Every tenderer will be required to produce particulars of Registration Licence of the competent authority under the contract Labour (Regulation & Abolition) Act 1970

12. The contractor/contractors shall during the currency of the contract employ apprentices for specified periods as may be required in writing by the Engineer-in-charge. The contractor/contractors shall train them as required under the Apprentices Act 1961 and shall be responsible for all the obligations of the employer under the said Act including the liability payment to apprentices as required under the said Act.

**13. Supply of Material**

(i) The contractor (s) will himself/themselves be responsible to arrange all materials all materials required for the work except cement. However wherever possible the company will provide him/them all possible help in the form of permit authorisation etc for the procurement of the same.

(ii) The company will supply the cement to the contractor (s) at the BCCL store at Rs ..... per bag, requisition well in advance. No claim will be entertained in case of delay in supply of cement to the contractor (s) & for the transportation of cement from the stores of BCCL to Work etc.

(iii) Coal if required for brick burning purpose for the work will be supplied at pit top at the prevailing rates from time to time on payment of the cost thereof.

(iv) The company will supply the steel to the contractor (s) at the BCCL store at Rs ..... for steel per mt on requisition well in advance. No claim will be entertained in case of delay in supply of steel to the contractors.