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


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

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

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
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:

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

(*) 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.
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 its 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/AM/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 Siju 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

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description of work</th>
<th>Quantity</th>
<th>Rate</th>
<th>Unit/te</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Transportation of picked shale (Stone) from Platforms of Siju 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</td>
<td>30000 MT</td>
<td>22.22</td>
<td>Per Tonne</td>
<td>6,66,600.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>6,66,600.00</td>
</tr>
</tbody>
</table>

(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

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the work :-</td>
</tr>
<tr>
<td>2</td>
<td>Place of work :-</td>
</tr>
<tr>
<td>3</td>
<td>Tender Notice No./date :-</td>
</tr>
<tr>
<td>4</td>
<td>Date and time of issuing of tender documents :-</td>
</tr>
<tr>
<td>5</td>
<td>Date and time of submission of tender documents :-</td>
</tr>
<tr>
<td>6</td>
<td>Date of time of opening of tender documents :-</td>
</tr>
<tr>
<td>7</td>
<td>Name of consultant, if any :-</td>
</tr>
<tr>
<td>8</td>
<td>Name and address of the company, issuing tender :-</td>
</tr>
<tr>
<td>9</td>
<td>Estimated Cost :-</td>
</tr>
</tbody>
</table>
| 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
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 assessee 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
ANNEXURE-II
GENERAL TERMS AND CONDITION

1. Definitions:—
   i) The word 'Company' wherever in the conditions means, the Bharat Coking Coal Limited, represented as BCCCL, here by the Addl. CE (C)-HQ of the BCCCL. Headquarters or his authorised representative or any other officer specially deputed for the purpose.
   ii) The word 'contractor / contractors' wherever occurs means successful tender/tenderers 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 BCCCL reserves the right to 1st 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 works 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 entry or commission 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 done at the risk of the contractor / contractors.
   iii) The contractor / contractors shall employ only competent, skillful 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 man 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 employees) and property. The safety required or recommendation by all applicable laws, codes, status and regulation shall be observed. In case of work 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 others structures which the workmen are likely to use shall be examined by the Engineer-in-charge or his authorized representative whenever they went 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 authorized representatives shall be kept on the work and such work must be nullified 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 so 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 regulating 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 contractors/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 exc. and costs, royalty exc. these 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 offset 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 bricks 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 Authority before 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/their own arrangement for all materials, tools, staff and labour required for the contract which shall include cost of head 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 contracted work and drinking water to his/their workmen.

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

xii) No fruit, tree or valuable plant or trees with truck 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, failing
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
clarence shrubs and jungles and removal of such trees up to 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 / them 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 or documents relating payment of labour
considered necessary and the company may arrange for witnessing the payment to the
labourers by its representatives.

xv) The contractor / contractors shall in addition to any indemnity provided by Law indemnify
the company against all liabilities whatsoever arising out of the workers' 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 provision appearing adverse to the interest of the company may call upon the contractor /
contractors to remedy modify or remove such matter of practice and this shall be 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 of work provided in the schedule and found not necessary during
the progress or work may be omitted at the option of the Company and no
claim shall lie against the company on these accounts.

The Executive Engineer shall have power to make any alterations in or additions
and 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 in instructions
which might be given to them in writing signed by the Executive Engineer/Suprinating
Engineer and such alteration shall not invalid the contract and any
additional work will 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
termed 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 analyzing 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 Superinten-
ding 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
apportioned period.

The work shall conform strictly to the drawings and specification. This will not
however prejudice the Company's right to alter increase modify reduce or amend
the work or any item thereof in which case the contractor/contractors will have no
claim for 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 measurement shall be carried
out at the said appointed time notwithstanding whether the contractor (s) is are
present or not On payment for work done and approved 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 damages or compensation of that account.

Any claim as to measurements which the contractor (s) has have 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 inclusive 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 therein and the Contractor/Contractor's shall forth with remedy the defects at his own
expense 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
in the construction.

Accurate record of materials, if supplied by the Company should be kept by the contractor 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 upon 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 course of execution or executed in pursuance of the contract shall at
times be open to inspection and supervision by the Engineer-in-charge or the Chief Engineer
or his authorised representative and the contractor/contractors shall allow the same inspection
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 measurements any work in order that the
same be measured and finally inspected, and shall not be cover up or otherwise placed beyond
reach any work without the written consent from the company failing which any such work may
be uncovered at the contractor/contractors risk.

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 time. During the period of six months or one
full monsoon season mentioned above the contract (s) shall be responsible to set
right any defective work 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 terms of the agreement.

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

6. Date of Commencement, Rate of Progress, Delays, Post-Bills and Penalties

The contractor / contractors shall submit a construction schedule showing the order in which he/she proposes (a) to carry out the work, the date on which he/she will start the several salient features (including procurement of materials, grant 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 of the site for the work which over is letter.

The work shall 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 of the site for the work which ever is letter. The work shall throughout the stipulated period of the contract be carried out with due diligence (time being deemed to be the essence 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 uncompleted or unfinished after the after the project 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 the compensation 10 percent of estimated cost of the work as shown by the tender.

If progress or any particulars portion of the work is unsatisfactory the Executive Engineer shall not withhold that the General progress is satisfactory in accordance with clause 6(a) be intimated 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, defining the contractor / contractors with the cost involved in engaging another agency or the cost of the labour and other materials prices (or the amount of which cost and price certificates 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 him.
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 this work or any other work done under the Company may be forfeited and brought and the absolute satisfaction or is not likely to disposal of the Company if in the opinion of the company (i) progress is completed within the stipulated time or (ii) the contractor/contractors with the terms and conditions (iii) it is found the irregularities mentioned under clause 2 (ii) above have been committed.

On receipt of notice of termination of contract the contractor / contractors would be entitled to payment for work actually done 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 contract meaning and operation or effect of this contract or breach thereof shall be so tried 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 an a rages 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 Add CE (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 Act 1970

12. The contractor/contractors shall during the currency of the contract supply materials for specified periods as may be required for the work except cement. However wherever possible the company will provide all or any material or the employer under the said Act including the liability to supply as required under the Act, the contractor shall be responsible for the procurement of the same.

13. Supply of Material

(i) The contractor shall himself/herself be responsible to arrange all materials all materials required for the work except cement. Whenever possible the company will provide him/them all possible help in the form of permit, authority 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 will 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 site.

(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.