BHARAT COKING COAL LIMITED
(A Subsidiary of Coal India Ltd)
OFFICE OF THE GENERAL MANAGER
LODNA AREA

Ref.No.BCCL/LACivil/NIT/2010-11/2337 Dated:24/01/2011

NOTICE/ INVITING/TENDER

Sealed tenders in two parts (Part-I & II) on overall percentage rate basis are invited from experienced and eligible contractors for the following works:Construction of drain and pavement from New trlippler -5 Pit Joyrampur Colliery under Lodna Area"

Estimated Cost (Approved)	Earnest Money	Cost of tender paper	Time of completion
Rs.4,49,979.92	Rs.4500/-	Rs.250/-	60 days.

Availability of tender document: from 04/02/2011 to 08/02/2011
Tender documents will be issued on all working days during working hours except on Sundays and holidays in the event of the specified date for submission/opening of bids being declared a holiday the bids will be received/ opened on the appointed time on the next working day. The tender document is also available on website http://bccl.cmpdi.co.in and can be download.

Time and Date of receipt of opening of Tender

a) the tender will be received on14/02/2011from 10.00AM to 3.00PM in tender Box kept at -
1)CISF POST near KOYLA BHAWAN GATE, KOYLA NAGAR, BCCL DHANBAD.
2)GM Office/in Security Room, P.O- Khas Jeenagora, Lodna Area No.X Dhanbad.
b)the tender received will be opened 16/02/2011 at 4.00PM in the office of the GM(Min.), Lodna Area Dhanbad

Eligiblity Criteria:

1.(A)The intending tenderer must have in its name & style as a prime contractor experience of having successfully completed similar works during 7 years ending last day of the month previous to the one in which bid applications are invited (i.e. eligibility criteria) should be eligible of the following.
Three similar completed work each costing not less than the amount equal to 40% of the estimated cost. OR
Two similar completed work each costing not less than the amount equal to 50% of the estimated cost.
OR
One similar completed work costing not less than the amount equal to 80% of the estd. cost.

Similar Work means: **Cement Concrete work.**

(B)Av.annual financial turn over of similar work during the last 3 years ending 31st March of the previous financial year should be atleast 30% of estimated cost.

The intending tenderer must submit documentary evidence in support of (1) (a) & (b) above in the form of certified copy of work order, completion certificate, payment certificates/ vouchers, indicating the period of work for which the payment has been made,Duly signed by him/them.

NOTE:

i) Provision under eligibility criteria –1)a)Shall also include those similar works "while considering the value of completed works, the full value of completed works be considered weather or not the date of commencement is within the said 7 years period.

ii) As per eligibility criteria specified under Sl No.01(a) Pre-qualification shall be done based on experienced of successfully completed works and not on experience of work-in-progress.

2)the tender document can be had from the office of the General Manager Lodna Area CED Deptt., Lodna Area BCCL, Khas Jeenagora, Dhanbad during the period mentioned above on deposition of

requisite cost of tender paper in form of cash or bank draft of nationalized bank/scheduled commercial Bank approved by RBI in favour of Bharat Koking Coal Limited., payable at Dhanbad.

3) Completed sealed tender documents (part-I&II) should be submitted at the same time.
Part-I shall consist of terms and conditions of the tenders, additional terms and condition if any, technical bids and credential.
Part-II Shall consist of tender documents as sold to the tenderes duly field in for rates amounts etc. i.e, price bid
The earnest Money deposit is to be submitted in a separate envelope super scribing "Earnest Money deposit" (Earnest money to be submitted in form of cash or Bank Draft of nationalized bank/scheduled commercial Bank approved by RBI in favour of Bharat Koking Coal Limited., payable at Dhanbad.

The bid shall be submitted In three separate envelopes-
Envelope No.01 should contain EMD and cost of tender Document if downloaded from the website.
Envelope No.02 should contain part-I of the tender document
Envelope No.03 should contain part-2 i.e, price bid
There after all the tree envelopes should be submitted in one sealed envelopes
a) the tender will be received on 1402/2011from 10.00AM to 3.00PM in tender Box kept at -
1)CISF POST near KOYLA BHAWAN GATE, KOYLA NAGAR, BCCL DHANBAD.
2)GM Office/in Security Room, P.O- Khas Jeenagora, Lodna Area No.X Dhanbad.
b)the tender received will be opened 16/02/2011 at 4.00PM in the office of the GM(Min.), Lodna Area Dhanbad in presence of the intending tenderers or their authorized representative in the office of the GM(Min.) Lodna Area Dhanbad. Only Part-I (A) will be opened on this date.
The Part-I will be opened only after receipt of EMD and in case of downloaded tender, the cost of tender documents too.
Part-II will be opened only after the department is satisfied that the criteria fixed are fulfilled i.e, on acceptance of part-I

6) The E.M is to be deposited as per details given in the tender documents .
7) Sales tax clearance certificate copy attested by a Gazetted officer of the Govt. (Central or State) and TIN No.
8) The tenderers have to submit Permanent Account Number of income tax (PAN No) & Bank A/C No.
9) Conditional tenders will not be accepted .
10) Issuance of tender documents doesn't mean that the parties are considered qualified.
11) Firm registration/or Partnership deed and power of attorney/Affidavit regarding proprietorship/ Articles of Association .
12) every tenderers are required to give an affidavit in the performa given I the tender document on stamp paper and Declaration with the tender.
13) The experience as given in the eligibility criteria should be in the name and style in which tender is filled. The experience in the name of some other firm/company will not be considered for this purpose.
14) The validity of the tender will be 120 days from the date of opening price bid or revised price bid, if any.
15) The Management of BCCL reserves the right to reject any or all tender or split the work among two or more tenderers without assigning any reason what-so-ever.
16) Other details may be obtained from tender notice/tender documents/website No. http://bccl.cmpdi.co.in

17) If the tender document has been downloaded from the above mentioned website the tenderers are require to deposit along with their tender a Bank Draft of any Nationalized/Schedule Comercial Bank approved by RBI payable at Dhanbad exclusively towards the cost of tender document for the amount indicated as above, in the envelope as stated as clause three of this NIT. Any bank draft prepared after the scheduled closer of sale of tender document may be layable for rejection.

18) The contains of the tender documents available for sale in our office shall be deemed as authentic. The bidder will be required to submit an under taking that they will accept the tender document as available in the website and their tender shall be rejected if any tempering is there in the tender document thus submitted.

Area Civil Engineer
Lodna Area

C.C to:-

1) All CGMs/GMs, All Area of BCCL (Display in Notice Board)
2) C.V.O, BCCL, Koyla Bhawan/G.M (C),Koyla Bhawan
3) GM (System), BCCL with a request to display this NIT in BCCL website. The downloading facility should be available during the period of sale of tender document only
4)PRO,BCCL,with 10 copies for wide publication of the following abridged NIT in Newspapers as per BCCL,norms on or before 05/02/2011
5)Inspector I/C CISF main Gate Koya Bhawan Dhanbad
6) Supdt. Engineer (C), Lodna Area
7) Addl. GM/AFM/Cashier, Lodna Area
8) A.F.M, Lodna Area
9) All Project officer, Lodna Area –to display in notice board
10) . Notice Board/office copy/M.file
11)Bulider Association Surya Vihar Colony , Bartand, Dhanbad

Nit Ref. No.BCCl/LA/CIVIL/NIT/2010-11/2337 Dated:24/01/2011
on half of BCCL Management .
:Construction of drain and pavement from New trlippler -5 Pit Joyrampur Colliery under Lodna Area"

Estimated Cost (Approved)	Earnest Money	Cost of tender paper	Time of completion
Rs.4,49,979.92	Rs.4500/-	Rs.250/-	60 days.

All other details i.e estimated cost of work , completion period, cost of E.M.D etc. can be seen on BCCL website www.cmpdil.co.in

The sale period of tender document: 04/02/2011 to 08/02/2011Date of receipt & opening of tender are 14/02/2011 and date of opening of tender 16/02/2011 at 3.00Pm and 4.00PM respectively.

D E C L A R A T I O N

I hereby declare that my / our firm has not been banned or de-listed by any Government or Quassi Government agencies or PSU's.

Signature of the Tenderer
With Seal/Mohar

PART 'A'

BHARAT COKING COAL LIMITED

(A Subsidiary of Coal India Limited)

OFFICE OF THE GENERAL MANAGER

1. Name of work Construction of drain and pavement from New trlippler -5 Pit Joyrampur Colliery under Lodna Area"

2. Name of contractor :
   Address :

3. N.I.T. Reference : Ref. No. BCCl/LA/Civil/NIT/2010-11/2337 dated 24.01.2010.

4. Date of Receipt of tender : Up to 3.00 P.M. on 14.02.2011

5. Date of open of Tender : At 4.00 P.M. on 16.02.2011

6. Details of E.M.D. : No. Date
   Rs._____

7. Money Receipt No. (for issue of tender paper) : No Date
   Rs. 250/-

8. Photocopy of PAN :

9. photocopy of TIN No. Or Applied copy. :

10. Credential against experience :

11. Electronic Bank A/c No :

SIGNATURE OF ISSUING OFFICER

PART-"B"

Issued to the Tenderer_____

Vide MR No._____Dt-_____

For Rs.250/-only

Bill of quantity for the work of: Construction of drain and pavement from New trlippler -5 Pit Joyrampur Colliery under Lodna Area"

Sl No.	Particulars	Qnty.	Unit	Rate	Amount
01	Earth work in excavation by mech. Means (Hyd. Excavator) manual means in foundation trenches or drains (not exceeding 1.5cm in width as well as 10 sqm on plan) including dressing of sites and ramming of bottoms, left upto 1.5m including getting out the excavated soil and disposal of surplus excavated soil as directed,within a lead of 50m (i) all kinds of soils.	82.00	Cum	Rs.101.85	Rs.8351.70
02	Filling available excavated earth (excluding rock) in trench plinth side ;of foundation etc.	82.50	Cum	Rs.45.70	Rs.3747.40
03.	Brick Flat Soling	44.75	Sqm	Rs.92.82	Rs.4153.69
04.	P.C.C.1;4;8	56.35	Cum	Rs.2296.15	Rs.129388.05
05	P.C.C.1;2;4	8042	Cum	Rs.3194.10	Rs.156869.52
06	Brick work(1:6)	18.20	Cum	Rs.2007.00	Rs.36527.40
07	12 mm thick plaster (1:4) with punning	62.75	Sqm	Rs.97.90	Rs.6143.22
08	40mm thick cement concrete(1;2;4)	13.95	Sqm	Rs..192.95	Rs.2691..65
09	12 mm thick plaster (1:6)	31.15	Sqm	Rs.67.65	Rs.2107.29

G.Total: Rs.4,49,979.92

Signature of Issuing Officer

I/We quote _____%( ) on above/ bellow basis or at par on the estimated rates for all the above items.

Signature of the Contractor
With seal/Mohar

DETAILED TENDER NOTICE

1.Sealed tenders in prescribed forms and parts with the name of works superscribed as **"**: : : Construction of drain and pavement from New trlippler -5 Pit Joyrampur Colliery under Lodna Area" **.)**
on each of the envelopes are invited from bonafide and experienced contractors and will be received at Lodna Area, BCCL, Dhanbad upto **3.00 P.M**. on **14.02.2011**. All tenders will be opened at **4.00 P.M**. on **16.02.2011** in the presence of the intending tenderers or their authorised representatives who wish to be present .In case where the tender is in two parts, only Part-I, will be opened on the above day and time.

2 (a) Tenders should be submitted in the prescribed form in time. These forms together with the proposed contract document including specifications and tender drawings (if available) may be obtained from the above office during normal working hours on payment of **Rs. 250/-** (non-refundable) **(Rupees two hundred fifty only)** as Application Fee for each set. The payment may be made either in Cash or by Bank Draft drawn in favour of Bharat Coking Coal Ltd. on Nationalized Bank payable at .Dhanbad. General specification and description of work is enclosed with the tender document.

2 (b) Any Bids received after the deadline prescribed at Clause 1 above due to any reasons what soever will not be accepted.

In the event of the specified date for the submission of bids being declared a holiday by the employer, the bids will be received up to the appointed time on the next working day.

2 (c) **Tenders thus submitted shall consist of the following:**

i) Complete set of tender documents as sold, duly filled in and signed on all pages and at different places as required of the tender documents including Part I & Part II of the tenders as per the tender notice as applicable.

ii) Sales Tax Registration No. (TIN No.).

iii). PAN (Permanent I. Tax Account Number)

iv) Earnest money deposit (as specified hereafter)

iv) Power of Attorney in the case the tender is signed by an authorised representative of the tenderer.

v) Full name and address of the tenderer shall be written on the bottom left hand corner of the sealed covers.

vi) Every Tenderer will have to submit a declaration in support of the authenticity of the credentials submitted by him along with the Tender in the form of an AFFIDAVIT as per the format provided at ANNEXURE VI.

2 (d) The tender document in which the tender is submitted by the tenderer shall become the property of the Company and the Company shall have no obligation to return the same to the tenderer.

2 (e) The Tender shall be submitted, in Two Envelope System with the first envelope containing credentials (duly authenticated by the bidder) in support of his qualifications in accordance with the eligibility criteria along with the EMD in a separate envelope and the second envelope

containing the duly filled in Tender Document superscribing Envelope I , II and EMD on the cover

Part II shall consist of tender documents as sold to the tenderers duly filling in rates, amounts etc. i.e. price bid.

The Earnest Money Deposit is to be submitted in a separate Envelope altogether; super-scribing “Earnest Money Deposit"; and not inside the envelope containing Part I or part II of the Bid.

The bidders, who will download the tender documents from the website of the company, will be required to pay the cost of tender documents (Application Fee) by Bank Draft as per NIT at the time of submission of tenders.

The bidders will be required to submit an undertaking that they will accept the tender documents as available in the website and their tender shall be rejected if any tampering in the tender document is found to be done at the time of opening of tender.

The Bank Draft towards the cost of tender documents (Application Fee) and the undertaking of the tenderer as above shall be submitted in a separate envelope marked “Cost of Tender Documents and the Undertaking” and not with Part- I / EMD.

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

The Part I & Part II should also be put into separate sealed envelopes superscribed as such. Thereafter all the three envelopes (four envelopes in case of Bidders using downloaded Bid document) should be submitted in a sealed envelope with appropriate superscription.

The date of opening of the Second Envelope or Part II of the tenders shall be communicated in due course after consideration of First Envelope or Part-I.

2 (f) Each bidder shall submit only one bid for one package. A bidder who submits or participates in more than one bid (other than as sub-contractor or in case of alternatives that have been permitted or requested) will cause all the proposals with the bidders’ participation to be disqualified.

3. Earnest Money/ Bid Security @1% of the estimated cost (rounded of to nearest hundred rupees subject to maximum of Rs. 50 lakhs) is to be deposited in the form of irrevocable Bank Guarantee (from Scheduled Bank/ Branch acceptable to the owner) with validity 28 days beyond the validity of the Bid in the format given in the Bid Document in a separate envelope alongwith the tender. Certified Cheques and Demand Drafts will also be acceptable as Earnest Money/ Bid Security drawn in favour of Bharat Coking Coal Ltd. on Nationalized Bank payable at .Dhanbad. For works valued upto Rs. 5 lakhs the earnest money may be deposited in cash or in the aforesaid form. In case of earnest money deposit by cash, cash receipt is to be submitted in a separate envelope along with the tender. Earnest Money/ Bid Security of the unsuccessful bidder shall be refunded as promptly as possible after opening of Price Bid and finalisation of the tender and shall bear no interest.

4. No tender shall be considered unless accompanied by the said Earnest Money.

5. The earnest money will be retained in the case of successful tenderer and refunded to the unsuccessful tenderer in due course and will not carry any interest. The earnest money deposited by the successful tenderer will be dealt with as provided elsewhere in the tender documents.

6 (a) Site Investigation Report: The contractor, in preparing the bid, shall rely on the site investigation report referred to in the bid document, supplemented by any information available to the bidder.

6 (b). Every tenderer is expected, before quoting his rates, to go through the requirements of materials/workmanship under specification/requirements and conditions of contract and to inspect the site/area of the proposed work.

In case of item rate tender a schedule of quantities is enclosed with the tender document. He should quote specific rate for each item in the schedule and the rates shall be in rupees and paise. The rates shall be written both in words and figures and the unit in the words and the amount against each item totaled. In the event of any discrepancy between the description in words and figures, the description in words will prevail. The rates for the work should be inclusive of all incidentals, overheads, all taxes, Octroi's, duties, leads, lifts, carriage, tools & plant etc. as required for execution and completion of the work. 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 they actually visited the site/area or not and have taken all the above factors into account while quoting his rates.

7 (a) Corrections where unavoidable, shall be made by crossing out and rewriting duly authenticated with full signature and date by the tenderer. Erasing or over-writing in the tender documents may disqualify the tender.

7 (b) The tender shall be submitted either in English or in Hindi.

7 (c) Cost of Bidding: The bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible and liable for those cost

8. The tenderer shall closely study all specification in detail, which govern the rates for which he is tendering.

9. Sales-tax clearance certificate for the last financial year or the last assessment whichever is later or proof of filing the returns for the previous financial year should accompany the tender.

10. The work should be completed within **stipulated time** from expiry of ten (10) days from the issue of letter of acceptance of tender/work order or handing over the site or handing over reasonable number of working drawings to the contractor or the period of mobilisation allowed in the work order for starting the work in special circumstances, whichever is latest.

11. On completion of the work all rubbish, debris, brick bats etc. shall be removed by the contractor(s) at his/their own expense and the site cleaned and handed over to the company and he/they shall intimate officially of having completed the work as per contract.

12. The Company does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders without assigning any reasons whatsoever and to split up the work between two or more tenderers or accept the tender in part and not in its entirety.

13. The tenderer(s) will indicate the equipment/machinery/ vehicles he/they is/are going to use on this job and also give adequate evidence of experience in doing similar works and financial capacity to complete the work in time.

14. The tenderer(s) should also state what technical/ supervisory personal he/they would be employing for supervising the work.

14 (a). Full information should be given by the tenderer in respect of following:

i) If an individual:	Full name. Postal Address. Place of Business.
ii) If proprietary firm:	Name of the Proprietor. Full postal address of Firm/ Proprietors.
iii) If partnership firm:	Full name of partners. Full postal addresses of the registered office of firm & the partners. Registered partnership Deed.
iv) In case of Company:	Date and place of registration. Memorandum & Articles of Association. Name of all the Directors. Full postal address of the registered office & all Directors.
v) Joint Venture	Two or three companies/ contractors participating in the tender 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.

Notes: Joint ventures must comply the following requirements:

i) Following are the minimum qualification requirements for joint ventures:
   a) The lead partner shall meet not less than 40% of all the qualifying criteria stated in the bid document.
   b) The other partners shall meet not less than 30% of all the qualifying criteria stated in the bid document.

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

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

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

v) The bid submission must include documentary evidence to the relationship between joint venture partners in the form of JV Agreement to legally bind all partners jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and

several) in respect of each and all of the firms in the joint venture. Such JV Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.

vi) One of the partners responsible for performing a key component of the contract shall be designated as Lead Partner. This authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories of all the partners.

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

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

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

14(b) Change in Constitution of the Contracting Agency: Prior approval in writing of the company shall be obtained before any change is made in the constitution of the contracting agency, otherwise it will be treated as a breach of Contract.

15. Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenders submitted by such tenderers who resort to canvassing shall be liable for rejection.

16 (a) Every Tenderer will have to submit a declaration in support of the authenticity of the credentials submitted by him along with the Tender in the form of an AFFIDAVIT as per the format provided at ANNEXURE VI.

16 (b) If a Tenderer deliberately provides wrong information or submits false credentials in support of his qualifications, the Company reserves the right to terminate/rescind the contract, forfeit the EMD and other dues of the contractor and to take any other action as may be deemed fit.*

17 (a) An intending tenderer, after obtaining tender documents on payment of Application Fee, having doubts as to the meaning of any part of the tender documents may submit to the official inviting tender a written request for interpretation or clarification thereof. Any interpretation or clarification of the tender documents by formal addendum if issued by the official inviting tender, shall be final and valid and binding on the company and the tenderers.

18. Tender Evaluation & Bid Assessment:

The Tenders received will be scrutinised and evaluated by a duly constituted Tender Committee.

The Tender Committee will examine the Comparative Statements prepared by the concerned technical department and will satisfy itself that all aspects/conditions of each offer has been properly evaluated with respect to financial implications etc.

Tenders received without Earnest Money will be rejected.

The deviations from the commercial terms & conditions & the Tender specifications are scrutinised before opening of price bids. Normally no deviations in the commercial terms & conditions will be accepted.

However, the Tender Committee may decide to scrutinise the different conditions given by the tenderers and formulate and freeze the acceptable conditions and intimate all the tenderers about the same and give them an opportunity to revise their price bid if necessary before opening the same.

The Price Bids are opened at the time and place fixed for the same in presence of the tenderers & committee members and due information for opening of Price Bid is to be given to all concerned. In case where the tenderes are given opportunity to revise their Price Bids, only the revised price bids are opened and the original Price Bids are to be kept in tact in the custody of the company.

The Price Bids of the tenderers will have no condition. The Price Bids which are incomplete & not submitted as per instructions given in the Tender Document will be rejected.

No document presented by the bidder after the closing date & time of the bid will be taken into account unless it is of purely technical nature which has no bearing financially on the contract & which does not seek major changes in the technical specifications given in the bid documents. If a bidder offers a rebate unilaterally after the closing date & time of the bid, it will not be taken into account for evaluating purposes by the Tender Committee, but if that bidder emerges as the lowest evaluated, the rebate offered will be taken into account for determination of the total offer.

If the bid of the successful bidder is seriously unbalanced in relation to the estimate of the cost of work to be performed under the contract, the company 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 construction method and the schedule proposed. After evaluation of the price analysis, the company may require that the amount of the performance security/security deposit is increased at the expense of the successful bidder to a level sufficient to protect the company against financial loss in the event of default on the part of the successful bidder under the contract.

19. Negotiations:

Work will be awarded to the lowest bidder (L1) without post tender negotiations if the rates are reasonable.

20. Banned or delisted Contractors:

The bidders would give a declaration that they have not been banned or delisted by any Govt. or Quasi Govt. agencies or PSU's. If a bidder has been banned or delisted by any Govt. or Quasi Govt. agencies or PSU's this fact must be clearly stated and it may not necessarily be a cause for disqualification. If the declaration is not given, the bid will be rejected as non-responsive.

21. On receipt of letter for acceptance of the tender issued by the Company, the successful tenderer shall execute/accept contract agreement/work order in the company's prescribed form for the due fulfillment of the contract. Failure to enter into the required contract/accept the work order issued by the company within the specified period in the work order shall entail cancellation of letter of acceptance of tender/work order and forfeiture of the earnest money. The written contract/ work order to be entered into between the contractor and the company shall be the foundation of the rights of both the parties and the contract shall not be deemed to be executed until the contract/ work order is signed/ accepted by both the parties i.e. Contractor and the Company.

22(a) The validity period of the tenders shall be 4 (four) months from the date of opening of price bid or revised price bid, if any.

The tenderer shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender or any terms/conditions thereof without consent in writing of the company. In case the tenderer violates to abide by this, the Company will be entitled to forfeit the Earnest Money and reject the tender.

22 (b) The Company reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.

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

24. This detailed Tender Notice shall be deemed to be part of the Contract Agreement/Work Order.

25. No subletting of work as a whole by the contractor is permissible. Subletting of work in piece rated jobs is permissible with the prior approval of the department.

The Contract Agreement will specify major items of supply or services for which the contractor proposes to engage sub-contractor/sub-vendor. The contractor may from time to time propose any addition or deletion from any such list and will submit proposals in this regard to the Engineer-in - Charge/Designated Officer in charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer in Charge / Designated Officer in Charge will not relieve the contractor from any of his obligations, duties and responsibilities under the contract.

26. In case the contractor enters into any litigation, such action should have to be taken in a court of law with jurisdiction over the place where the subject work is to be executed.

GENERAL TERMS AND CONDITIONS

1. Definitions

i) **"Employer"** or "Company" means the Bharat Coking Coal Limited who will employ the contractor represented by the appropriate authority.

ii) **"Principal Employer"** means the Bharat Coking Coal Limited or the officer nominated by the Company to function on its behalf.

iii) The word **"Contractor/ Contractors"** wherever occurs means the successful tenderer/ tenderers 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) **"Site"** means the land and places including any building and erection thereon, over, under, in or through which the Permanent works or Temporary works designed by the Engineer in Charge are to be executed and any other lands and places provided by the Employer for working space or any other purpose as may be specifically designated in the Contract as forming part of the site.

v) The term **"Sub-Contractor"** as employed herein, includes those having a direct contract with Contractor either on piece rate, item rate, time rate or any other basis and it includes one who furnishes work to a special design according to the plans or specifications of this work but does not include one who merely supplies materials.

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

vii) **"Engineer-in-charge"** shall mean the officer nominated by the company in the Civil Engineering cadre/ discipline who is competent to direct supervisors and authorised to be in charge of the works for the purpose of this contract. The Engineer in Charge /Designated Officer in Charge who is of an appropriate seniority, will be responsible for supervising and administering the contract, certifying payments due to the contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. The Engineer in Charge /Designated Officer in Charge may further appoint his representatives i.e. another person/Project Manager or any other competent person and notify to the contractor who is directly responsible for supervising the work being executed at the site, on his behalf under their Delegation of Powers of the company. However, overall 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, the work order issued to the contractor, and the formal contract agreement executed between the company and the contractor together with the documents referred to therein including general terms and conditions, special conditions, if any, scope of work, frozen terms & conditions/technical parameters/scope of work and revised offer, if any, specifications, drawings, including those to be submitted during progress of work, schedule of quantities with rates and amounts.

ix) A **"Day"** shall mean a day of 24 hours from midnight to midnight.

x) The **"Work"** shall mean the works required to be executed in accordance with the contract/work order or parts thereof as the case may be and shall include all extra or additional, altered or substituted works 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.

xi) **"Schedule of Rates"** referred to in this conditions shall mean the standard schedule of rates prescribed by the company and the amendments issued from time to time.

xii) **"Contract amount"** shall mean:

a) in the case of turnkey contracts the total sum for which tender is accepted by the company.

b) 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 "Schedule of Quantities" of the tender document as accepted by the Company with or without any alteration as the case may be.

xiii) **"Written notice"** shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in persons to the individual or to a member of the contractors firm or to an office of the 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.

xiv) **"The constructional plant"** means all appliances, tools, plants or machinery or whatsoever nature required in or about the execution, completion or maintenance of the works but does not include materials or other things intended to form part of the permanent work.

xv) **"Letter of Acceptance of Tender"** means letter giving intimation to the tenderer that his tender has been accepted in accordance with the provisions contained in that letter.

xvi) **"Department"** means the Civil Engineering Department of Coal India Limited or any of its subsidiary companies/units represented by the appropriate authority.

xvii) **"Act of insolvency"** means as it is designed by Presidency Town Insolvency Act or Provincial Insolvency Act or any act amending such originals.

xviii) The words indicating the singular only also include the plural and vice-versa where the context so requires.

2. Contract Documents:

The following documents shall constitute the contract documents :

i) Notice Inviting Tender/Detailed Tender Notice.
ii) Articles of Agreement / Letter of Acceptance of Tender/ Work Order.
iii) General Terms & Conditions of contract/ Commercial Terms & Conditions of contract.
iv) Additional Terms & Conditions of contract, if any.
v) Specifications.
vi) Schedule of quantities (or Bill of Quantities)/ Schedule of work/ Scope of work and schedule of deviation *(to be provided by the contractor.)*
vii) Frozen terms & conditions / technical parameters/ scope of work and revised offer, if any.
viii) Contract drawings and work programme.
ix) Safety Code etc. forming part of the tender.

N.B. Deviations: Deviations sought by the bidders, whether they are technical or commercial deviations, must only be given in the schedules prescribed for them. Any willful attempt by the bidders to camouflage the deviations by giving them in the covering letter or in any other documents than the prescribed schedules may render the bid itself as non-responsive.

2.1 The contractor shall enter into and execute contract agreement in the prescribed form (ref. format at ANNEXURE VII). The cost of the stamp papers for the contract agreement shall be borne by the contractor. Two sets of contract document/agreements shall be prepared and signed by both the parties One of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy will be supplied to the contractor free of cost and the original is to be retained by the company. For any additional copies required by the contractors the price to be charged would be that of the cost of the Tender Document (Application Fee).

All additional copies should be certified by the Engineer in Charge.

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 The contract document shall not 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.

2.3 Tender Evaluation & Bid Assessment
[Refer clause 18 of Detailed Tender Notice]

2.4. Abnormally High Rate (AHR) & Abnormally Low Rate (ALR) Items.

Abnormally High Rates & Abnormally Low Rates, if quoted by the contractor, in item rate tenders will be identified & dealt with as under:

i) For identification of AHR & ALR items the ceiling of +/- 20% respectively, when compared with the updated estimated rate ,will be considered.

ii) Variation in Quantity on quoted rate during execution for AHR & ALR items shall be permitted upto +/-25%(+25% for AHR & -25% for ALR) of the quantity provided for items of work below plinth level & +/- 5% of the quantity provided for items of work above plinth level respectively.

iii) Quantity variation beyond the limit mentioned at ii) above shall be dealt by arriving at new rate based on prevalent market rates of materials & labour analysed as per standard analysis of rate of N.B.O./ C.P.W.D. Payment of extra quantity over the permitted quantity of +/-25% and +/-5%(as the case may be) would be made on the basis of the new analysed rate.

iv) For identified abnormally low rate (ALR) items, the contractor will be required to deposit with the company the difference in amount calculated between the departmental justified rate multiplied by the quantity of a particular ALR item and the ALR rate quoted by the contractor multiplied by the quantity of the same item.

The total amount to be deposited will be the sum total of all the identified ALR items calculated as per the method outlined above.

The amount so retained will be refunded on successful completion of individual ALR items of work.

2.5 Negotiations:
[Refer clause 19 of Detailed Tender Notice]

2.6 Acceptance of Offer :

Letter of Acceptance is an acceptance of offer by the company and it need not be accepted by the tenderer. But the tenderer should acknowledge the receipt of the order within 15 days of mailing of work order and any delay in acknowledging the receipt will be treated as a breach of contract and compensation for the loss caused by such breach will be declared by the company by forfeiting EMD .

2.7 Banned or delisted Contractors: *[Refer clause 20 of Detailed Tender Notice]*

3. Discrepancies in contract documents & Adjustments thereof

The documents forming part of the contract are to be treated as mutually explanatory of one another and in case of discrepancy between schedule of quantity, the specifications and/or drawing, the following order of preference shall be observed;

a) Description in Bill of Quantities of work.
b) Particular specification and special conditions, if any
c) Drawings.
d) General specifications.

3.1 In the event of varying or conflicting provision in any of the document(s) 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 Bill 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 Drawings and 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 amount worked out 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) when the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or words, then the rates quoted by the Contractor in words shall be taken as correct.

d) in the case of percentage rate tender, the Contractors are required to quote their rates both in amount as well as in the percentage below/above the rates entered in the Schedule. In such cases in the event of Arithmetical error committed in amount by the contractor, the tender percentage and not the amount should be taken into account.

e) 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 alongwith 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.

4. Security Deposit:

4.1.1 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.

4.1.2 Performance Security should be 5% of contract amount and should be submitted within 28 days of receipt of LOA by the successful bidders in any of the form given below

- a Bank Guarantee in the form given in the bid document
- Govt. Securities, FDR or any other form of deposit stipulated by the owner
- Demand Draft drawn in favour of Bharat Coking Coal Limited on any Scheduled Bank payable at its Branch at Dhanbad.

The Earnest Money/ Bid Security deposited in the form of Bank Guarantee shall be discharged when the Bidder has signed the Agreement and furnished the required Performance Security/ Security Deposit. The bid security deposited in the form of Demand draft/ cash 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.

4.2..1 All running on account bills shall be paid at 95% (ninety five percent) of work value. This 5% (five percent) deduction towards Retention Money will be the second part of security deposit.

4.2.2 . 5% Performance Security should be refunded within 14 days of the issue of defect liability certificate (taking over certificate with a list of defects). Retention Money should be refunded after issue of No Defect Certificate. Retention Money should be deducted at 5% from running bills.

4.3 The Bank Guarantee towards security deposit shall be acceptable only for values above Rs.50, 000/- and the Bank Guarantee shall also be valid for a minimum period of one year or ninety days beyond the period of contract, whichever is more.. Bank Guarantee is to be submitted in the format prescribed by the company. Bank Guarantee shall be irrevocable and will be from amongst the list of Banks (Scheduled Banks) provided in the bid document.

4.4 The Company shall be at liberty to deduct/appropriate from the security deposit such sums as are due and payable by the contractor to the company as may be determined in terms of the contract, and the amount appropriated from the security deposit shall have to be restored by further deduction from the contractors subsequent on account running bills, if any.

The refund of security deposit shall be subject to company's right to deduct/ appropriate its due against the contractor under this contract or under any other contract.

4.5 On completion of the entire work and issue of defect liability certificate (taking over certificate with a list of defects) by the Engineer-in-charge, one half of the security deposit remaining with the company shall be refunded. The other half shall be refunded to the contractor after issue of No Defect Certificate by the Engineer-in-Charge. on the expiry of Defect Liability Period of six months , subject to the following conditions:

a) Any defect/defects in the work, if detected after issue of defect liability certificate is/are rectified to the satisfaction of the Engineer-in-Charge within the said period.

b) In the case of building work or other work of similar nature, the refund shall be made on the expiry of the said six months period or at the end of one full monsoon period i.e. June to September, whichever is later in point of time and any defects such as leakages in roof, effloresces in walls, dampness, defects in drainage etc. should be rectified to the satisfaction of Engineer-in-Charge.

5. Deviations/Variations in Quantities and Pricing

The quantities given in the "Schedule of Quantities" are based on estimates 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 work, under contract, have power to make any alterations in or additions to or substitution of the original specifications, drawings, designs 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 terms and 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/ work-order.

5.2 The right is reserved to cancel any items of work included in the contract agreement or portion thereof in any stage of execution if found necessary to the work and such omission shall not be a waiver of any condition of the contract nor invalidate any of the provisions thereof.

5.3 If the additional, altered or substituted work includes any class of work for which rate/rates is/are not specified in the contract/work order, rates for such items shall be determined by the Engineer In Charge as follows:

a) In the case of percentage tenders, if the rate for the item of work executed is available in the company's approved SOR, it will be paid at the schedule rate plus or minus the accepted percentage as per contract,

b) In case of item rate tenders, the rate for extra item shall be derived from the rate for similar item or near similar item of work available in the agreement schedule of work or by analysis of rates as at (c) below and the lower rate out of the above two shall be considered.

c) In case the rate for extra item is to be derived by analysis of rate, the same shall be done by analysis on prevalent market rate of materials and labour based on standard norms of analysis of rate of N.B.O./C.P.W.D.

d) In case of combined tender with partly item rate for non-schedule items & partly percentage tenders for SOR items, the rate for extra item shall be derived as at (b) above in case of non-schedule items rates and in case of percentage rates for SOR items the rate for extra item shall be derived as at (a) above.

In case of any difference between the contractor and the Engineer-In Charge as to the fixation of rates, the matter shall be referred to the accepting authority of the company i.e. CGM(C)/GM(C)/CE(C) of the company or Staff Officer(C) for the work awarded at Company Hqrs. level and Area level respectively, whose decision shall be final and binding on the contractor.

5.4 Payment for such deviated items (additional/ altered / substituted items of work or excess quantities of work beyond +/- 25% of the agreement schedule) shall be made in the contractors running on account bills, till the revised estimate regularising these items are sanctioned by the competent authority of the company, at the provisional rates and shall not exceed :

a) 75% of the rate recommended by the Engineer In Charge to the accepting authority of the company i.e. CGM(C)/GM(C)/ CE(C) of the company or SO(C) of the Area , if the rate is directly available in the SOR of the company.

b) 50% of the rate recommended by the Engineer In Charge to the accepting authority of the company, i.e. CGM(C)/ GM(C)/ CE(C) of the company or SO(C) of the Area , if it is analysed item rates based on prevalent market rates of materials and labour following NBO/CPWD norms.

5.5 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) plus 25% of the time calculated as explained above or such further additional time as may be considered reasonable by the Engineer in Charge.

5.6 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 in case of non-availability of a portion of the site or for any other reason and the contractor shall be bound to carry out the rest of the work in accordance with the instructions given by the Engineer In Charge. No claim from the Contractor shall be entertained/ accepted 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/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 and the rate/rates to be paid for such deviations shall be resolved separately with the company as per the procedures/ norms laid down hereafter.

6. Time for Completion of Contract, Extension thereof, Defaults and Compensation for Delay

Time is the essence of the contract and as such all works shall be completed within the time stipulated in the contract/ work order.

Immediately after the contract is executed/the work order is issued, the Engineer In Charge and the contractor shall agree upon a detailed time and progress chart prepared based on BAR CHART/ PERT CPM techniques on the basis of a construction schedule submitted by the contractor at the time of executing contract showing the order in which the work is proposed to be carried out within the time specified in the contract document/work order.

For the purpose of this detailed 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 of Tender/Work Order or handing over the site of work or handing over reasonable number of working drawings to the contractor or the period of mobilisation allowed in the work order for starting the work in special circumstances, whichever is later.

6.1 If the contractor, without reasonable cause or valid reasons, commits default in commencing the work within the aforesaid time limit, 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, to forfeit the Earnest Money deposited by him and to rescind the Letter of Acceptance of Tender/Work Order.

Additionally, the Company will reserve the right to debar such defaulting Contractors from participating in future Tenders for a minimum period of 1 (One) year.

6.2 If the contractor fails to maintain the required progress in terms of the agreed time and progress chart or to complete the work and clear the site on or before the contract or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the company on account of such breach, pay as compensation (Liquidated Damages) @ half percent (1/2%) of the contract price per week of delay. The aggregate of such compensation/ compensations shall not exceed 10 (ten) percent of the total value as shown in the contract.

This will also apply to items or group of items for which separate period of completion has been specified. The amount of compensation may be adjusted or setoff against any sum payable to the contractor under this or any other contract with the company.

6.2.1 The company, if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time of completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension granted being with L.D, the company will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the contractor as agreed damages equivalent to half percent of the contract value of the works for each week or part of the week subject to a ceiling of 10% of the contract price.

6.2.2 The company, if not satisfied that the works can be completed by the contractor, and in the event of failure on the part of the contractor to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the contract.

6.2.3 The company, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.

6.2.4 In the event of such termination of the contract as described in clauses 6.2.2 or 6.2.3 or both, the company, shall be entitled to recover L.D. upto ten percent (10%) of the contract value and forfeit the security deposit made by the contractor besides getting the work completed by other means at the risk and cost of the contractor.

6.3 a) The company may at its sole discretion, waive the payment of compensation on request received from the contractor indicating valid and acceptable reasons if the entire work is completed within the date as specified in the contract/work order or as validly extended date without stipulating any compensation for delay. **or**

b) If the progress of the work or of any portion of the work is unsatisfactory, the Engineer In-charge shall be entitled, after giving the contractor 15 days' notice in writing, to employ another Agency for executing the job or to carry out the work departmentally either wholly or partly debiting the contractor with the cost involved in engaging another Agency or the cost involved in executing the work departmentally, as the case may be. The certificate to be issued by the Engineer In-charge for the cost of the work so done shall be final and conclusive and the extra cost, if any, shall be borne by the contractor.

6.4 Extension of date of completion: On occurrences of any events causing delay as stated here-under, the contractor shall intimate immediately in writing to the Engineer In Charge.

a) Force Majeure :

i) Natural phenomena, including but not limited to abnormally bad weather, unprecedented flood and draught, earthquakes & epidemics.

ii) Political upheaval, civil commotion, strikes, lockouts, acts of any Govt. (domestic/foreign) including but not limited to war, proprieties, quarantine embargoes

The successful bidder/ contractor will advise in the event of his having to 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 due to Force Majeure for more than one month the contract may be terminated at the discretion of the company. Termination under such circumstances will be without any liability on either side.

b) Serious loss or damage by fire

c) Non-availability of stores which are the responsibility of the company to supply as per contract

d) Non-availability of working drawings in time, which are to be made available by the company as per contract during progress of the work

e) Delay on the part of the contractors or tradesmen engaged by the company not forming part of the contract, holding up further progress of the work

f) Non-availability or breakdown of tools and