

BHARAT COKING COAL LIMITED  
(A Subaidiary of Coal India Limited)  
Office of the General Manager, P.B. Area.  
P.O. Kusunda , Dist. Dhanbad (828116) , Jharkhand.

Ref .No. A-PB/AM(E&M)/10/NIT/233

Date : 27.01.2011

**NOTICE FOR INVITING TENDER.**

Sealed tenders are invited from reputed/reliable/ experienced coptractors for the work given below :

SL NO.	Name of Work	Estimated amount in Rs	Completion Period.
1	Introduction of restricted Earth Neutral System for 550v Supply in U.G. Mine of Bhagabandh Colliery.	Rs.2,33,580/-	90 Days.
a)	Incorporation of Restricted Earth Neutral Systems in TSU and Electronic Earth Leakage Relays in 550v Switches / ACBs/Starters/G.E. Boxes at 3 pit Bhagabandh Colliery of P.B. Area .		

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2 Pre-qualification/ eligibility criteria :

- i) Average annual financial turnover of works during the last 3 (three) years ending 31<sup>st</sup> March of the previous financial year should be at least 30% of estimated cost.
- ii) During last seven years experience of having successfully completed:
  - a) Three similar works costing not less than the amount equal to 40% of the estimated cost.
  - b) Two similar complete works costing not less than the amount equal to 50% of the estimate cost.
  - c). One similar completed work costing not less than the amount equal to 80% of the estimated cost.
- 3) Earnest money: 01% of the estimated value of Rs 2,33,580/- is to be deposited either in cash to the cashier, P.B. Area or in the form of Bank Draft drawn in favour of Bharat Coking Coal Limited of any nationalized Bank payable at its Branch at Dhanbad and attached to Tender (Part –I).Tender not accompanied by earnest money shall not be considered. The earnest money shall be refunded to the unsuccessful bidders after finalization and award of tender and shall bear not interest and earnest money of the successful bidder will be converted to security money.
- 4) The cost of tender documents shall be Rs. 200/- payable either in cash or Bank draft in favour of Bharat Coking Coal Ltd. of any Nationalized Bank payable at its branch at Dhanbad.
- 5) Tender documents including terms and conditions of work shall be available on payment from the office of the Area Manager (E&M) , P.B. Area during any working day from 14.02.11 to 18.02.11 on production of money receipt/ demand draft(non-refundable).The documents shall not be sent by post. Tender documents can also be downloaded from our website of BCCL i.e. <http://bccl.cmpdi.co.in> and sent along with tender fee and earnest money within the stipulated time.

6). General instructions for submission of Tender :

Tenderer is required to submit his offers in sealed envelope giving reference to this tender notice no. and date containing offers in two parts i.e. Part –I should contain technical & commercial terms and conditions, firm's credential, earnest money, PAN No. TIN NO. Part –II should contain only price bid. Tenderers shall furnish as much details as possible in respect of similar work executed in past indicating nature, value and name of clients. Part –I Part-II should be in separate covers. Part –II of the offer will be opened in respect of only such tenderers as are found qualified after scrutiny of part-I.

- 7). The rate offered in part-II should be valid for four calendar months from the date of opening of part –II of tender. No. conditional paper will be accepted.
- 8). Tenders are to be received in sealed covers upto 12.00 noon of 23.02.11 in the office of the undersigned.
- 9). Tenders i.e. Part-II will be opened on 23.02.11 at 3.30 P.M. in the office of the undersigned in presence of tenders or their authorized representatives.
- 10). Prior to give their offer the job may be inspected at Bhagaband Colliery under P.B. Area in consultation with the undersigned.
- 11). The tenderer will be governed by the general terms and conditions of BCCL.
- 12). The company is not under any obligation to accept the lowest tender/tenders and reserves the right to accept or reject any or all the tender papers without assigning any reason what-so-ever.
- 13). Guarantee : 06(Six) Months from the date of commissioning.
- 14). Taxes : Necessary Taxes & Duties will be levied as per rules.
- 15). Bank Details : To be submitted in proforma supplied with tender document.

Area Manager (E&M)  
P.B. Aare

**Distribution :**

- 1) G.M. (System) , BCCL , Koyla Bhawan with a request to publish this NIT in BCCL web-site for wide circulation. Tender document can also be downloaded.
- 2) Public Relation officer, BCCL , Koyla Bhawan for kind information and with a request to publish it in alternate two news papers (encl: 10 copies).
- 3) Chief Vigilance officer, BCCL, Koyla Bhawan for kind information.
- 4) C.G.M.(E&M) BCCL, Koyla Bhawan.
- 5) G.M.,P.B. Area.
- 6) Project Officer, P.B. Project/Gopalichak Group of Mines.
- 7) A.F.M., P.B. Area.
- 8) All A.M.(E&M) , Barora, Govindpur , Block-II, Katras , Sijua , W.J.,E.J. , Kusunda , Bhalgora, Bastacolla , Lodna , Bhowra, C.V. Area for wide circulation.
- 9) All Colliery Engineers, Bhagaband, Gopalichak, Pootkee, P.B. Project, Kendwadih, 10/12 Pit K.B. , 5/7 Pit S.B., H.M. Project.
- 10) N.B., P.B. Area office.

BHARAT COKING COAL LIMITED  
(A Subaidiary of Coal India Limited)  
Pootkee, Balihari Area.

**TANDEAR ISSUE FORM**

1. Name and place of work :
2. N.I.T. No. & Date :
3. Detail Cost of Work :
4. Amount of Earnest Money :
5. Cost of Tender Paper :
6. Name of the Contractor/Agency to whom  
tender paper is issued. :
7. M.R. No. & Date In Support of deposition  
cost of tender paper. :
8. Date of Issuing Tender Paper :
9. Date/Due date of receiving of Tender. :

Signature of Issuing  
Authority, P.B.Area.

1. Details of Earnest Money :
2. Permanent Address of The Contractors. :
3. Sale Tax Registration No :
4. Permanent ADDRESS of Income  
Tax (OAA No.) :
5. Relationship with the BCCL employee  
if any , Stating Name, Designation, place  
of positioning of The Employee. :
6. Accepted to abide with the terms & conditions :  
as laid down in the form of contract agreement  
drawn by BCCL.

Signature of contractor/  
Agency.....

NB: Due to non-availability of form of  
Contract agreement, the acceptance is  
required to be furnished by the contractor/agency.

## ABSTRACT

# INCORPORATION OF RESTRICTED EARTH NEUTRAL SYSTEM IN U.G.MINE OF BHAGABAND COLLIERY OF P.B.AREA.

1. Incorporation Of Restricted Earth Neutral System In 01 No 315 Kva, 3.3kv/550v Gec Tsu At U/G 3 Pit Bhagabandh Colliery P.B.Area As Per Electrical Layout Diagram & Departmetal Estimate Enclosed As “Annexure – A”. 01 No
2. Incorporation Of Electronic Earth Leakage Relay In 550v Flp Switches, A.C.Bs Starters & G.E.Boxes In 3 Pit Bhagabandh Colliery P.B.Area As Per Enclosed Electrical Layout Diagram & Departmetal Estimate As “Annexure – B”. 10 Nos

“ANNEXURE-A”

DEPARTMENTAL ESTIMATE FOR INCORPORATION OF 750 MA ELECTRONIC EARTH LEAKAGE RELAY THROUGH RESTRICTED NEUTRAL SYSTEM ON THE SECONDARY SIDE OF 01 NO-315 KVA, 3.3 KV/550V TSU AT 3 PIT BHAGABANDH COLLIERY OF P.B.AREA.

<u>SL NO</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>RATE</u>	<u>TOTAL</u>
01	ELECTRONIC EARTH LEAKAGE RELAY OF RANGA 50 MA TO 750 MA HAVING TIME SETTING 100 M.SEC TO 1.0 SEC WITH AUX SUPPLY 12V TO 550 & NO + NC	01No		
02	CBCT FOR ABOVE EARTH LEAKAGE RELEY SUITABLE FOR 550V APPLICATION.	01No		
03	OVERCURRENT & SHORT CIRCUIT REPLY WITH TIME DELAY ARRANGEMENT	01No		
04	C.T.FOR O/C & S/C REPLY FOR 550V APPLICATION.	03Nos		
05.	NEUTRAL RESISTANCE FOR MONITORING REPLY.	01No		
06.	NEUTRAL RESISTANCE FOR ABOVE REPLY.	01No		
07.	AMPEREMETER WITH C.T.	01No		
08.	TEST RESET KNOBS WITH CONTACT.	02Nos		
09.	INDICATING LAMP WITH BULB AND HOLDER.	02Nos		
10	FUSE BASE WITH CARRIER.	01No		
11.	SERVICE & HARDWARE KIT.	01No		
12.	INSTALLATION OF ALL COMPONANTS COMPLETES WIRING, TESTTTING AND COMMISSIONING.	01No		

AREA MANAGER (E&M)  
P.B.Area

“ANNEXURE-B”

DEPARTMENTAL ESTIMATE FOR INCORPORATION OF 750 MA ELECTRONIC EARTH LEAKAGE RELAY(GRADED)IN 01 NO 550 VOLT FLP SWITCHES/ACBs/STARTERS/GATE END BOXES OF 3 PIT BHAGABANDH COLLIERY OF P.B.AREA.

<u>SL NO</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>RATE</u>	<u>TOTAL</u>
01	ELECTRONIC EARTH LEAKAGE RELAY OF RANGA 50 MA TO 750 MA HAVING TIME SETTING 100 M.SEC TO 1.0 SEC WITH AUX SUPPLY 12V TO 550 & NO + NC.	01No		
02	CBCT FOR ABOVE EARTH LEAKAGE RELEY SUITABLE FOR 550V APPLICATION.	01No		
03	TEST RESET KNOBS WITH CONTACT.	01No		
04	INDICATING LAMP WITH BULU AND HOLDER.	02Nos		
05.	FUSE BASE WITH CARRIER.	02Nos		
06.	MICROSWITCH WITH DUEL POINT.	01No		
07.	SERVICE & HARDWARE KIT.	01No		
08.	POTENTIAL TRANSFORMER 40 VA BURDEN 500-550V/8,12V & 110V.	01No		
09	INSTALLATION OF ALLATION OF ALL COMONANTS COMPLETE WIRING, TESTING AND COMMISSIONING OF E.L.R PROTECTIVE SYSTEM IN SWITCH.	01No		

AREA MANAGER (E&M)  
P.B.Area

Bharat Coking Coal Limited  
Office of The General Manager, P.B. Area  
P.O. Kusunda Dhanbad  
Detailed Tender Notice

1. Sealed tenders subscribed with the name of work

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.....are invited from bonafied and experienced contractors and will be received in the office of the area Manager (E&M), P.B Area Aralgoria upto ..... on ..... All tenders will be opened at ..... on ..... In the presence of the attending tenders or their authorized representatives.

2. The tenderers shall submit their offer in two separately sealed envelopes one containing the complete details of the financial and technical capabilities with supporting documents and the other containing the financial offer as per the prescribed schedule of quantities in the prescribed forms. Financial offer will be opened only if the technical & financial capabilities of the tenderers are found adequate to perform the work. These forms together with the proposed contract drawings may be obtained from the above office on payment of Rs. \_\_\_\_\_ rupees \_\_\_\_\_ for each set. No refund will be made.

3. Earnest money of Rs. \_\_\_\_\_ should be deposited by tenderers in one of the following ways:

- i) Money may be paid in cash to the Finance Manager, Pootkee Balihari Area, Aralgoria and the receipt thereof enclosed with the tender (cash should be deposited with the Finance Manager between 10AM to 1:30 PM on all working days and upto AM on Saturday).
- ii) By enclosing with the tender, deposit at call receipt demand draft or FDR obtained from the State Bank of India or other nationalized Bank in favour of Bharat Coking Coal Limited.
- iii) By enclosing with the tender National Saving Certificate endorsed in favour of Bharat Coking Coal Limited.
- iv) Tender may not be considered unless accompanied by the said earnest money deposit receipt.
- v) By enclosing the tender, Govt. Treasury deposit certificate and include in favour of Bharat Coking Coal Limited, Dhanbad
- vi) The earnest money will be retained on the case of successful tenderers and will not carry any interest. It will be dealt with as provided in the tender

4. a) SECURITY DEPOSIT

The contractor shall permit the company at the time of taking any payment to him/them for work done under the contract to deduct such sum as will along with the amount of the earnest money already deposited amount to.

- i) In case of work costing upto Rs.10 lakh 10% of the cost.
- ii) In case of work costing more than Rs.10 lakh 10% of the first 100 lakh and 7.1/2% of the next Rs.10 lakh and 5% of the balance amount.

All subject to maximum of 10 lakh no further deduction will be made from the running bills on account of security deposit. The security amount less the amount of earnest money deposited will be recovered in four installments from the first four running account. The entire four account bills the number of installment.



b) On receipt of acceptance of the tender the successful tenders shall sign on agreement in the project departmental form for the due fulfillment of the contract. Failure to enter into the required agreement within the specified period shall entail forfeiture of the earnest money. The written agreement to be entered between the contractors and the company shall be the foundation of the right of both the parties and the contractor shall not be deemed to be completed until the agreement has first been signed by the contractors and then by the company authorities.

7. The tender attention is invited to the requirement of material under specification and condition of contract.

8. Every tenderer is expected before quoting his rates to inspect the site of the proposed work. A schedule of quantities is enclosed with this tender notice. He should quote specific rate for each item in the schedule and the rates shall be rupees and paise. The rates shall be written both in words and figures and the unit in words and the amount in figures. The rates for the work should be inclusive of all incidentals overheads, lifts, carriage etc. As may be attendant upon execution and completion of the item.

Or

Every tenderer is expected before quoting his rates to inspect the site of the proposed work. A schedule of quantities is enclosed with the estimated rates for finished items of work inclusive of all incidentals overheads, lifts, carriage etc. As may be attendant upon execution and completion of the items.

9. Corrections where unavoidable shall be made by crossing out and initialling and rewriting every page of the tender document shall be signed by the tenderer.

10. The tenderer shall closely pursue all specifications clauses which govern the rates which he is tendering.

11. Income tax clearance certificate for last financial year or the last assessment whichever is later should accompany the tender.

12. The work should be completed within \_\_\_\_\_ months from 10 days after the issue of letter of intent or handing over of site whichever is later.

13. On completion of the work all rubbish, debris, bricks etc. Sets should be removed by the contractor at his/their own expenses and the site cleaned and handed over to the company.

14. The chairman cum managing director Bharat Coking Coal Limited reserves the right to reject any or all the tenders without assigning any reason whatsoever and to split up and distribute the work among the tenderers.

15. The tenders will indicate the equipment he/they is/are going to use on his job and also give adequate evidence of his completing the work in time.

16. The tenders should also state what technical personnel he/they will be complying for supervising the work.

17. Canvassing the connection with the tenders in any shape or form is strictly prohibited and tenders by contractors who resort to canvassing will be liable to rejection.

18. No negotiation in regard to the rates will be conducted and in case the rates are not reasonable or acceptable to the management the offers may be rejected.

Signature of the contractor(s)

## **GENERAL TERMS AND CONDITION**

1. Definitions:-

- I) The word 'company' wherever in the conditions means the Bharat Coking Coal Limited, represented at BCCL, Hqrs. By ..... of BCCL Hqrs. Or his authorized representative or any other officer specially deputed for the purpose.
- II) 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 go tender.

2. Responsibilities of the contractor/contractors.

- I) The BCCL reserves the right to 1<sup>st</sup> other contracts in connection with the project an the contractor/contractors shall cooperate in the works for the introduction and stores and materials and execution of his/their works.
- II) The contractor/contractors shall keep on the work during the progress a competent superintendent and necessary assistance who shall represent the contractor/contractor(s) in his/their absence. Important directions shall be confirmed to the contractor/contractors in writing. If the contractor/contractors in course of the work finds/find any discrepancy between the drawing, forming part of the contract document and the physical conditions of the locality or any errors or commissions in drawings except those prepared by himself/themselves and not approved by the company/Engr. it shall be his/their duty to immediately inform the Engr. In-charge in writing and the Engr. In charge shall verify the same. Any work done after such discovery and risk of the contractor/contractors.
- III) The contractor /contractors shall employ only competent , skilful and orderly men to do the work. The engineer In-charge shall have 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 hour 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 law, codes, status and regulations will be observed. In case of accidents, he/they requirements imposed by the Workmen's compensation Act or any other similar laws in force, and shall indemnify the company against any claim on this account.

All scaffolding, ladders and such other structures which the workmen are likely to use shall be examined by the Engr. In-charge his authorized representative whenever they want and the structures must be strong. Durable and of condemned by the Engr. In-charge or his authorized representative shall be kept on the work and such works must be pulled down within three hours of such condemnation and any certificates or instructions, however, shall in no way detract the contractor/ contractors from his/ their responsibility as an employer and the company shall in no way be responsible for any claim.

The contractor/ contractors shall at all 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 the state or central govt. or Municipalities and other authorities in Indian. The contractor 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 and regulations 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 manner number and place approved or ordered by the Engr-in charge. The contractor/contractors shall vigorously prohibit committing of nuisance at any other place.
- VII) The contractor/contractors shall furnish the Engr. In charge or his authorized representative with work reports from time to time regarding the contractor/contractors organization and the progress made by him/them in the execution of the work as per the contract agreement.
- VIII) All taxes, whether local, Municipal provincial or central etc. and cess royalty etc. those are payable or may become payable shall be deemed to have been included in the tender for the work to be executed by him/them. The contractor/contractors will have to produce a certificate from the appropriate authorities of the state Govt. to the effect that all dues about royalty have been paid. This certificate will have to be produced before the final payment made/security released.
  - 1. On account of manufacturing of 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 authorities before full and final payment.
  - 2. In case the company land is used for manufacturing of bricks or extraction of gravals 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 the 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 land lift leading unloading railway freight recruiting expenses and any other charges for the completion of the work to the entire satisfaction of the company.
- X ) The contractor/contractors shall make their own arrangement 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 subject to any other party unless approved by Engr. In charge in writing.
- XII) No fruit trees or valuable plant or trees with trunk diameter exceeding shall be pulled destroyed or damage 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 deduction from the contractors dues at the rate to be decided by the company. The Rates quoted are supposed to include clearance of shrubs and jungles and removal of such trees upto 6" dia. As will be permitted by the Engr. In-charge in waiting.

- XIII) The contractor/ contractors shall not pay less than the minimum wages to the labours engaged by him/ them as per minimum wages act or other legislation 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 company shall have the right to access and inspection of all such books of accounts etc. relation to payment of labourer considered necessary and the company may arrange for witnessing the payment to the labourer by its representatives.
- XV) The contractor/ contractors shall in addition to any indemnity provided by law indemnify the company against all liabilities whatsoever arising out of the workman's compensation act 1923 or any enactment and amendments there to and shall be wholly responsible for observance of all statutory rules and regulations under any act or award of the Govt. in force in matters relating to the employment, payment and retrenchment of labours.

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

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

3. Statement of Approximate Quantities, variation, Additions Alterations, Drawings and Specifications.

The quantities noted in schedule 'A' are approximate and no claim shall be made against the company for reduction or enhancement of quantities.

Any item of the work provided in the schedule and found not necessary during the progress of the work may be omitted at the company's account.

The Engineer-in charge shall have power to make any alterations in or additions to the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and the contractor/contractors shall be bound to carry out the work in accordance with any instructions which might be given to them in writing signed by the Executive engineer/Superintending Engineer and such alteration shall not invalidate the contract and any additional work which the contractor/contractor on the same conditions in all respects 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 the work shall be extended in the proportion 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 to such proportion & if the additional work includes any class of work for which no rate is specified in this contract then rate shall be fixed as follows:

- (a) If the of will be paid for at the scheduled rate plus or minus the percentage by which the tendered amount as quoted by the contractor/ contractors for the whole work is above or below the estimated amount but:
- (b) If the said item does not exist in the company schedule of rates then a new rate shall be framed by the superintending Engineer/ Sr. Executive Engineer/ Executive Engineer by analysis on current market rates of materials and labour involved. In case of any difference 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 Add. Chief Engineer(c) whose decision shall be final and binding on the contractor/ contractors.

**PROVIDE ALWAYS THAT**

- (a) Contractor/ contractors shall not be entitled to may payment for any addition work done unless he/they have received an order in writing from the superintending engineer/Sr. Executive Engineer/ Executive Engineer for such additional work.
- (b) The contractor / contractors shall be bound to submit his/ their claim for any such additional work done during any month on or before the 15<sup>th</sup> day of the following month accompanied by the additional work and
- (c) The contractor/ contractors shall not be entitled to any payment in to submit his/ their claim within the aforesaid period .

The work shall conform strictly to the drawing and specifications. 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 to any profit or advantage, which he might have derived from the execution of the work in full but for the reeducation in work consequent upon such alteration or curtailment.

The work may be stopped at may time by the company having the contractor or his agent on the works, seven days notes in writing and the measurement of the work shall be made by the executive engineer concerned at any time fixed by him in 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- one payment any the work done and approved, as ascertained by the said measurements the contractor's shall have no further claims against the company and the contractor(a) shall not be entitled to claim any damages or compensation of that account.

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

**(4) Rate , Materials and Work shop**

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

The company will have full and final authority to reject any material or work done to a defect there in and the contractor/ contractors shall forthwith remedy the defects at his their

Own expense and no further work shall be done in connection with particular building or particular building or portion of the building or work till such time as the defect is removed to entire satisfaction of the Engineer-in charge.

if any time a materials of construction is declared unsuitable by the company such materials shall be forthwith removed from the site and shall not be offered again for inspection or inclusion in the construction.

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

The account of materials shall also be maintained in register which shall be signed both by the authorized 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 spec. which shall always be subject to the approval of the company at all stages of work.

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

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

## 5. Payment

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

good. In case anything is found to have been paid in excess, the contractor/contractors shall return the same.

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

The company shall be at liberty to reduce from the security deposit or from any other sum due or to become due under this contract or under any other contract all some that becomes due to the company. All bills shall be pre-audited before payments.

Payment will be made by cheque only.

**6. Date of commencement .Rate of Progress , delays, forfeiture and penalties.**

The contractor/contractors shall submit a construction schedule showing the order in which he/they propose(s) to carry out the work the date of which he/they will start the several salient features (including procurement of materials, plant and 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 10(ten) days from the date of issue of the letter of internet or from the date of handing over the site for the work whichever is later.

The work should be commenced within 10 days from eh issue of the letter of acceptance from the administration or from the date of handing over the site for the work whichever 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 then days after the issue of the letter of acceptance of tender or from the date of handing over the site for the work which is later. The work shall throughout the stipulated period of the contract be carried on withal due diligence (time being deemed to be the essence of the contract on the part of the contractor/contract) and the contractor/confer and actors shall pay as compensation and amount upto 1per cent of the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncommenced, or unfinished after the proper dates. In the event of the contractor/contractor failing to complete with the rate of progress spec. in the agreement they shall be liable to pay as compensation and amount upto 1per cent of the said estimated cost of the whole work for every week that the due quantity of work remains incomplete. Provided always that the entire amount of compensation to be paid under the provision of this clause shall not exceed 10 per cent of the estimated cost of the work as shown by the tender.

If the progress of any particular portion of the work is unsatisfactory the executive Engineer shall notwithstanding that the general progress is satisfactory in accordance with clause 6 be an tiled to take action under the clause 6(a) after giving contractor/contractors 10 days notice in writing and the contractor/contractors will have no claim for compensation for any loss sustained by them owing to such action.

- (b) To employ another agency for executing the job or labour paid by the company and to supply materials to carry out the work or any part of the work debiting the contractor / contractors with the cost involved in engaging another agency or the cost of the labour and the prices of the materials (or the amount which cost and price and certificate of executive engineer shall be final and conclusive against the contractor/contractors as the case may be and crediting them with the value of work done, in all respect in the same manner and at the same rate of the contract the certificate of the executive engineer as to the calue of the work done shall be final and conclusive against the contractor/ contractors.

7. **Termination of contract.**

The contract may be resold and the security deposit and other dues of this work or any their work done under the company may be forfeited and brought under the absolute disposal of the company if the opinion of the company (i) either the work is not progressing satisfactorily or is not likely to be completed within the stipulated time or (ii) if the contractor/contractors fails to comply with the terms and conditions (iii) if it is found that the irregularities mentioned under clause 2(xi) above have been committed .

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

8. **Adjustment of the Dues**

If any sum found payable to the company contractor/contractors in connection with any other contractor/contractors 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 put of or relating to the construction, meaning and operation or breach thereof shall be settled by a sole arbitrator approved by the CMD of B.C.C.L and award of arbitrator shall be final and binding on the parties concerned. The arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award. The arbitration proceeding shall be in accordance with the arbitration Act.

10. In aspect interpretation of any clause of time specification here in incorporated the Addl C.E. (C) HQ will be final and binding.

11. Every tender will be required to produce the particulars of Registration/ Licence of the competent authority under the contract labour (Regulation & Abolition Act. , 1970.

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



BHARAT COKING COAL LIMITED  
(A SUBAIDIARY OF COAL INDIA LIMITED)  
POOTKEE BALMHARI PROJECT

ELECTRICAL & MECH NICAL DEPTT

1. Tender Notice No. :
2. Name of the work:
3. Time of completion:
4. Tender opening date & Time
5. The tender shall quote their electrical contractor's license No. for H.T. work valid for the state of Bihar.
6. Scope of work: The scope of work covers the supply.
  - (i) Testing: testing shall suchtests as are prescribed in I.S. Rules and as required by the Engineer in-charge to be done by the contractor before the line is taken over by the employer.
  - (ii) Operating condition: Operating condition shall mean keeping the system energized and be in a position to supply load for continuous period of 24 hours without manifestation of any defect in the system or part of the system or individual installation as the case may be.
7. The contractor shall carry on the instructions given by the Engineer and shall follow the program of work laid down by him and shall execute and complete all work in workman like manner.
8. The contractor shall arrange his own transport for carrying his man equipments and materials for the construction and use his own tools and plants & instruments for erection, testing commissioning and energizing purpose.
9. The employer shall not take any respoible for providing residential accommodation to the contrctors staff or laboures.
  - ii) The contractor shal be responsible for all sorts of payment to his staff and laboures according to the laws & regulationsinforce at that time for that place.
10. The contractor shall have to collect the materials issued to him from any of the stores of the employer.
11. Any damage of equipments or materials total or partial occurred during transportatioin, erection & testing will be borne by the contractor replacement totalor partial will be communicated to, the contractor after inspection & assessment of competent authority of the company.
12. The engineer or his representative shall have free access at all reasonable time to the contractor's premises & work site to inspect the quality of workman ship and materials used for construction The contractor will have to produce test certificate for the material supplied. The engineer shall have the right to call for a witness the testing of any equipment & materials to be performed at the contractors cost in order to determine their quality and performance.
13. No. claims for idle labor shall be entertained on any ground whatsoever.

14. The materials to be used for the works shall be quality of the class most suitable for working under the specified conditions & shall not deteriorate or distort under the prevailing extremes of atmospheric conditions .the workmanship shall be in accordance with the best engineering practices & shall be such as have been proved to be suitable for the intended purpose and for satisfactory performance under the prevailing climate condition & proposed system of supply.

15. If the contractor fails in the performance of the contract to satisfactorily complete the work within the stipulated period of completion or any extension there of the employer shall reserve the option to terminate the contract.

16. Work shall be taken over by the employer from the contractor only in operating condition after performance of all commissioning test to fullest satisfaction of the engineer & rectification of all defects by the contractor pointed out rectification works at the contractor's risk and experience.

17. Payment:

- i. Payment shall be made for the work completed as per actual measurement on the basis of rates provided in the contract once in a month.
  - ii. 1% of the total amount shall be deposited as the security money to FM(P.B.) along with the tender.10% of the security deposit will be released after 6 month of successful maintenance period after final commissioning.
  - iii. Income tax will be deduced at the rate of 2% from the bills be it must be clearly understood that any delay in payment will not be treated as a valid reason for grant of extension of time of completion of work and/or for any other claim by the contractor.
18. The contractor shall have to obtain approval of the work from DGMS/BSEB authorities for commissioning the installation.
19. Final inspection will be done by the competent authority of BCCL.
20. For any clarification superintending Engineer (E&M) of this project may be contacted.
21. All materials to be supplied shall be inspected & passed by Engineer In charge and if rejected they shall be replaced by the contractor. No extra payment shall be made by the company this account.

## SPECIAL INSTRUCTION

### TECHNICAL BID

Initiating technical bid to ascertain on the basis of submitted documents and sub quarries Whether to bidder is technically competent to execute the job as per specific ication despite financial capability. So the bidder should furnish as many documents as possible in support of his technical status. However for general guidance the following parameter of technical bid are stated below:

- i. Contractor's and supervisor's license number.
- ii. Details of manpower employed with documental support
- iii. Details of tool tackles etc. proposed for use.
- iv. List of instruments to be deployed for work.
- v. Infrastrture facilities at his work i.e. workshop.
- vi. Design of intermediate, section/tension/strictures.
- vii. Design of arms brackets etc.
- viii. Documentary evidence of having executed similar work of same or more amounts.
- ix. Any other details the bidder tricked naces any.
- x. The earnest money receipt/draft should be submitted in the eave lop containing the technical fid.

### II.PRICE BID

The price bid shall be shall be submitted in a separate sealed as envelop clearly supers cribbed "PRICE BID" shish filling the price bid the bidder should keep in mind the following:

- I. The bid should be filled for ever item and no lump sumr of flat rate shell be accepted.
- II. The bid should be filled neatly without cutting or over writing the rate and amount both should be clearly written.
- III. Sale tax on work contract as may be applicable as per the Gove. Notification issued recently will be reimbursed to the contractors subject to submission of satisfactory proof of such payments by the contractor to the concerned authorities on final assessment tender with any condition other than mentioned in the tender documents shall be rejected.
- IV. The technical specification noted earlier shall supplime the item specification in the bill of quantity & & the measurements noted in the technical specification or for various accessories measurements., instruments etc. shall be treated as included in the item specification in bill of quantity.
- V. It should be clearly understood that the technical space fication and item specification in bill of quantity are only indicative and any requirement in conformity with in act-2 Rules made there under and relevant ISS shall have to be complied undering execution without inviting any extra expenditure.

## **DETAILS OF TENDERERS ESTABLISHMENT**

1. Name of tenderer :
2. Whether individual :  
Partnership or limited
3. Postal address of the :  
Company/proprietor together  
With telephone nos.
4. In respect of partnership or :  
limited company, the address of  
other partners/directors.
5. Whether proprietor/partners/ :  
directors are connected with  
any employee working in BCCL  
If so, details of the employee,  
designation and place of posting
6. Any contract being carried on :  
in BCCL. If so, details of the  
Contract being executed.
7. Details of sales tax registration :  
number, of any, with proof.
8. Details of income tax registration :  
number, of any, with proof