Bharat Coking Coal Limited

(A Subsidiary of Coal India Limited)

Office of the General Manager (CMC)

Koyla Bhawan , Koyla Nagar , Dhanbad 826005

PART-I -BID

.	Name of Work	:	**a)Drivage of 3 Nos incline shaft/drift including incline mouth construction from the floor of V/VI seam quarry to I/0 seam floor at Goluckdih 6 OCP North Tisra colliery at Lodna Area BCCL having inclined length of 690 meter each, at 1 in 5 gradient and each having a cross- section 4.8m X 3.00 m along with four nos. inter-connections junction only in each drift by mechanized method using Road header.**.
		:	
2.	Place of Work		Lodna Area, BCCL
3.	Tender Notice No. & Dated	:	BCCL / GM(CMC)/ Drift drivage / 2009 / 1480 Dated 06/10/2009
4.	Earnest Money		Rs. 10,61,550.00
5.	Date & Time of submission of tender (i.e. Part-I & Part-II)	:	On 3-12-2009 up to 15.30 hours
6.	Date & Time of Opening of Part-I Tender	:	**16.00 Hrs. on 04-12-2009**
7.	Date & Time of opening of Price bid (Part-II)	:	Shall be communicated in due course after evaluation of Part-I tender.
8.	Date of Issue of Tender Document	:	
9.	Money Receipt No. towards cost of Tender Document.	:	

TO

General Manager (CMC)

I N D E X

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1. IMPORTANT

The tenderer is requested to go through the complete tender document and understand the requirements for submission of credentials & required documents before the same are enclosed with their tender offer.

The tenderer must check "**Check List**" given in the tender document before submission of their tender offer.

INCOMPLETE AND/ OR INCORRECT INFORMATION / CREDENTIALS / DOCUMENTS / TENDER OFFER IS LIABLE FOR REJECTION.

Guidance for submission of credentials / documents along with offer (Must be checked / verified by the tenderer before submission of offer): -

1. **Completion certificate for similar nature of works**---

   A. The certificate(s) of work should contain: -

   - Name of work (Similar nature of work as mentioned in the NIT) [Not only the Agt / WO ref.].
   - Work order / Agreement No/LOI.
   - Award Value (As per work order / agreement)
   - Date of commencement & Completion as per work order / Agreement.
   - Actual Date of commencement & Completion.
   - Completed / executed value of work.
   - Status of work (Successfully completed or in progress). For work in progress, the value of work executed on date successfully.
   - Seal / Designation/Official address of certificate issuing officer.

   B. **Copy of work order** to be submitted in support of corresponding certificate (s) along with the copy of Bill of quantity/Copy of bills (for verifying similar nature of works).

2. **Certificate for Annual financial turnover** certified by Charted Accountant or copy of yearly audited reports including balance sheet and profit & loss account for the prescribed periods to be submitted.

3. **Bid Capacity**:

   - Maximum value of **Civil Engineering Works** executed in any one year during the last five years (updated to present level @ 5% per calendar year) taking into account the completed as well as works in progress are to be furnished duly signed by the bidder.

     NOTE: Maximum value of Civil Engineering Works as per above is to be submitted separately, (not the audited reports only) for calculation of Bid Capacity.

   - The informations as asked for in a tabular form in respect of –

     (A) Existing commitments and on going works.
     (B) Works for which bids already submitted.
     (C) Works performed as prime contractor (In the same name) for works of a similar nature, over the last five years.

     are essentially to be furnished by the bidder.

4. Affidavit / Bank Guarantees must be in the prescribed format of the Tender Document.

5. List of Technical persons and Tools & Plants to be furnished by the tenderer.

6. Status of company i.e. Proprietary firm / Partnership firm / Pvt. Ltd Company / Ltd Company/ PSU / Joint ventures are to be given as prescribed in the Tender Document

7. Income Tax Permanent Account Number (PAN)

Particulars of Registration with appropriate Sales Tax Authorities (In relation with 'Works Contract Tax') if applicable.

8. Particulars of Service Tax Registration, if Service Tax is applicable

9. Particulars of Registration / Clearance from the Appropriate Provident Fund Authorities, if applicable

Above information / documents / credentials are required to be duly signed by the bidder.

For further clarifications, if any, the tenderer may contact the office of General Manager (CMC) BCCL Koyla Bhawan,Dhanbad

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I / we hereby declare that the above instructions have been gone through by me/ us along with the other provisions hereinafter given in the document and I / we have given all the documents along with the Part– I tender offer accordingly.

Signature of Tenderer

Bharat Coking Coal Limited

(A Subsidiary of Coal India Limited)

Office of the General Manager (CMC)

Koyla Bhawan , Koyla Nagar , Dhanbad 826005

2. CHECK LIST OF DOCUMENT TO BE SUBMMITTED BY THE TENDERERS ALONG WITH PART -I

(1) Firm's registration details, if any.

(2) Income Tax Permanent Account Number (PAN)

(3) Particulars of Registration with appropriate Sales Tax Authorities (In relation with 'Works Contract Tax') if applicable.

(4) **Particulars of Service Tax Registration, if Service Tax is applicable**.

(5) Particulars of Registration / Clearance from the Appropriate Provident Fund Authorities, if applicable

(6) Details of Construction Equipment to be possessed by the tenderers and the list of Technical person working under them.

(7) Tenderers must submit the proof of Credentials for qualifying criteria.-

(8) Affidavit on non-judicial stamp paper in support of authenticity of credentials.

(9) Information of Bid capacity, if applicable.

(10) **STATUS OF THE FIRM** : Copy of the following as applicable should be enclosed to Indicate the status of the firm

(1) Registered Partnership deed
(2) Power of attorney
(3) Affidavit in case of proprietorship firm
(4) Articles of Association/Memorandum

(11) **DECLARATIONS**: - Stating the firm is not banned or de-listed by any Govt. Or Quasi Govt. Agencies or PSUs. If this declaration is not given the bid will be rejected as non-responsive.

(12) Power of Attorney, if any.

(13) **CERTIFICATE**: Only for tenderers using downloaded tender document from Website.

NOTE: - All the above documents which are to be submitted along with Part – I of the tender should be attested by any Gazetted officer of Govt. (Central or State)/Notary and the same should be certified/signed by the tenderers also.

I / We hereby certify that I / We have gone through the above instructions and submitted all the documents accordingly.

Signature of the Tenderer/s

BHARAT COKING COAL LIMITED

(A Subsidiary of Coal India Limited)

OFFICE OF THE GENERAL MANAGER (CMC)

KOYLA BHAWAN, KOYLA NAGAR, DHANBAD-826005

:

3. TENDER NOTICE

NIT No:-BCCL/GM(CMC)/Drift Drivage/2009/1480 Dt.06.10.2009

1.0 Sealed item rate tenders are invited from reputed and experienced contractors for the following works.

Description of Work	Location	Estimated Value (Rs.)	Period of Completion
a)Drivage of 3 Nos incline shaft/drift including incline mouth construction from the floor of V/VI seam quarry to I/0 seam floor at Goluckdih 6 OCP North Tisra colliery at Lodna Area BCCL having inclined length of 690 meter each, at 1 in 5 gradient and each having a cross- section 4.8m X 3.00 m along with four nos. inter-connections junction only in each drift by mechanized method using Road header.	Goluckdih 6 OCP North Tisra Colliery of Lodna Area, BCCL	Rs 10,61,54,200/-	12(Twelve) months

2.0 EARNEST MONEY

Rs. 10,61,550/- (Rs Ten Lakh Sixty one Thousand Five Hundred Fifty) only as Earnest money/Bid security is to be deposited in the form of irrevocable Bank Guarantee (from any Scheduled Bank payable at its branches at Dhanbad / Kolkata) with validity 28 (Twenty eight) days beyond the validity of the Bid in the format given in the Bid Document. Certified Cheques and Demand Drafts will also be acceptable as Earnest Money/Bid Security drawn in favour of Bharat Coking Coal Limited on any scheduled Bank payable at its branch at Dhanbad. Earnest Money / Bid Security of the unsuccessful bidders shall be refundable as promptly as possible after opening of Price Bid and finalisation of the tender and shall bear no interest.

3.0 Eligibility Criteria (To qualify for award of the contract)

a. The intending tenderer must have in its name as a prime contractor experience of having successfully completed similar works (drivage of incline Shaft/Drift) during last 7(seven) years ending last day of month previous to the one in which bid applications are invited (i.e. eligibility period). Such experience should be either of the following.

   i) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost.

Or

   ii) Two similar completed works each costing not less than the amount equal to 50% of the estimated cost.

Or

   iii) One similar completed work costing not less than the amount equal to 80% of the estimated cost.

b. Average annual financial turnover of civil work during the last 3(three) years, ending 31st March of the previous financial year should be at least 30% of the estimated cost.

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

d. Incase the bidder is not a prime contractor but a sub-contractor, the bidder experience as sub- contractor will be taken into account if:

   The contract in support of qualification is a sub-contract in compliance with the provision of such sub- contract in the original contract awarded to prime contractor.

Note: Financial turn over and cost of completed works of previous works shall be given a weightage of 5% per year (average annual rate of inflation) to bring them at current price level.

4.0 APPLICATION FEE FOR TENDER DOCUMENT

The application fee for tender documents shall be **Rs10000/-** (Rupees Ten Thousand) only, payable either in cash or by bank draft drawn in favour of Bharat Coking Coal Limited, on any scheduled bank payable at its branch at Dhanbad.

5.0 AVAILABILITY OF TENDER DOCUMENTS

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

Date – From 26-10-2009 to 12-11-2009

Time- 10.00 AM to 1.00 PM(on all working days)

Place:

i) Office of the General Manager
(Contract Management Cell),BCCL,
Level-V, Koyla Bhawan,
Dhanbad-826005

ii)Office of the Chief Sales Manager,BCCL,
6,Lyons Range, Kolkata-700001

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

6.0 GENERAL INSTRUCTIONS FOR SUBMISSION OF TENDER

A tenderer is required to submit his offers in sealed covers giving reference to this Tender Notice No. and date, containing offers in two parts- I & II, as specified in the Tender documents. Earnest Money Deposit (EMD) to be submitted in a separate envelope with Part-I of the tender. Part I & part II should also be in separate sealed covers clearly super scribing as Part- I & Part- II on the respective envelopes (Name of the work shall be superscripted on the left hand side of the covers).

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

7.0 VALIDITY PERIOD OF OFFER

The rates offered in Part II should be valid for 120 days from the date of opening of Part-I of the tender.

8.0 PRE-BID MEETING

A pre bid meeting will be held on **20-11-2009** along with intending tenderers at Koyla Bhawan, BCCL at 11.30A.M.

9.0 RECEIPT OF TENDERS

Tender will be received in sealed cover **on 03-12-2009** up t**o 3.30 P.M in**

i) Contract Management Cell,BCCL,
Level-V, Koyla Bhawan, Dhanbad-826005

ii) Office of the Chief Sales Manager,BCCL,
6,Lyons Range,Kolkata-700001

10.0 OPENING OF TENDERS

Tenders will be opened at **16.00** hrs. on **04-12-2009** in the office of the General Manager (CMC), BCCL, Dhanbad.

11.0 NOTE

The company is not under any obligation to accept the lowest tender/ tenders and reserves the right to reject any or all tenders without assigning any reason whatsoever, and also to distribute the work and allot the work / works to more than one tenderer, at its sole discretion.

12.0 Bidders are required to sign the integrity pact as per format given in the tender document part-I. Following is the Independent External Monitor for the purpose.

Sl. No.	Name	Address
01	Sri Justice Ashok Kumar Chakraborty (Retd.)	BB-69, Sector-I, Salt Lake, Kolkata - 700064

General Manager (CMC),
BCCL, DHANBAD

DISTRIBUTION:

Sri Justice Ashok Kumar Chakraborty(Retd.),BB-69,Sector-I, SaltLake, Kolkata- 700064

PRO – With a request to publish the abridged. NIT as enclosed in local as well as National dailies as per norms of the Company and also advise the publisher concerned to send the paper cutting to the Tendering Authority. NIT in detail as above should be put on Company's Web site. The downloading facility of the Tender Document should be available during the period of sale of tender paper.

CC: D(P)/ DT(OP)/DT(P&P) /D(F) / CVO, BCCL, Koyla Bhawan.

CC: GM(IE)/CGM(E&M)/CGM(Cordn)/CGM(S&M)/CGM(Excav)/ CGM(Finance)/GM(C)/ GM(P&P), BCCL, Koyla Bhawan.

CC : RD, CMPDI,RI-II, Dhanbad

CC: GM(System), BCCL, Koyla Bhawan. with a request to upload this NIT & Tender Document in BCCL Website.

CC: Sr.ES to CMD for kind information of CMD.

CC: CGM (Admn), BCCL, Koyla Bhawan, with a request to display this NIT in Koyla Bhawan Notice Boards.

CC: All CGMs/GMs in the Areas including Washery Zones for wide circulation through display in the Notice Boards.

CC: Inspector, CISF- with a request to deploy security personnel at the office of GM (CMC), Level-V Koyla Bhawan on the date of receipt and opening of tender from 9.30 A.M. to 5.00P.M.

CC: CGM (Production), CIL, Kolkata.

CC: GM/CGM (Contract Management Cell), ECL/WCL/CCL/SECL/NCL/MCL.

CC : Chief Sales Manager, BCCL, 6-Lyons Range, Kolkata-700001

General Manager (CMC),

BCCL, DHANBAD

BCCL

Bharat Coking Coal Limited
(A Subsidiary of Coal India Limited)
Contract Management

Koyla Bhawan:Koyla Nagar
Dhanbad.
Tel.No.& FAX No.(0326)2230206

4. ABRIDGED NOTICE

1 Tender Notice No:- BCCL/GM(CMC)/Drift Drivage/2009/**1480** dt **06.10.2009**.

Name of Work:-

Drivage of 3 Nos incline shaft/drift including incline mouth construction from the floor of V/VI seam quarry to I/0 seam floor at Goluckdih 6 OCP North Tisra colliery at Lodna Area BCCL having inclined length of 690 meter each, at 1 in 5 gradient and each having a cross- section 4.8m X 3.00 m along with four nos. inter-connections junction only in each drift by mechanized method using Road header.

Sale Period of Tender Document:- From 26-10-2009 to 12-11-2009

PRE-BID MEETING : on 20-11-2009 at Koyla Bhwan, BCCL at 11.30A.M.

RECEIPT OF TENDERS : 03-12-2009 up t**o 3.30 P.M**

OPENING OF TENDERS : at **16.00** hrs. on **04-12-2009**

For further details kindly visit our web site- http://bccl.cmpdi.co.in

General Manager
(Contract Management Cell)

Annexure-B

Bharat Coking Coal Limited

5. DETAILED TENDER NOTICE

1. Sealed tenders in prescribed forms and parts with the name of works superscribed

as Drivage of 3 Nos incline shaft/drift including incline mouth construction from the floor of V/VI seam quarry to I/0 seam floor at Goluckdih 6 OCP North Tisra colliery at Lodna Area BCCL having inclined length of 690 meter each, at 1 in 5 gradient and each having a cross- section 4.8m X 3.00 m along with four nos. inter-connections junction only in each drift by mechanized method using Road header.

. Description of work, place, Tender Notice No and date on each of the envelopes) are invited from bonafide and experienced contractors and will be received at the office of General Manager (CMC), BCCL, Level-V Koyla Bhawan Dhanbad or office of the Chief Sales Manager BCCL 6, lions Range, Kolkata-700001) **upto *15.30 hours on 03-12-2009***. **All tenders will be opened at *16.00 Hrs. on o4-12-2009*** in the presence of the attending 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.

*The tender notice can be seen in BCCL Web site http:/ / www.bccl.cmpdi.co.in tender document can be down loaded from BCCL web site and in such case the tenderer has to submit the application fee for tender document in the form of Bank draft from scheduled banks drawn in favour of " BHARAT COOKING COAL LIMITED" payable at " DHANBAD" . In such case the tenderer will also submit a certificate in the form of an undertaking as per the format provided at **Annexure I** , altogether in a separate cover superscribing on its as the " Application fee for Tender Document & the certificate of undertaking of downloading".*

2. Eligible Tenderers:

2.1 The invitation for tenders is open to all tenderers eligible to participate as per qualifying criteria laid down in Notice Inviting Tender (NIT) and here-in-after

3 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. 10000/-** (Rupees ten thousand only) (non-refundable) as Application Fee for each set from **26-10-2009 to 12-11-2009**. The payment may be made in Cash or by Bank Draft from Scheduled/ Nationalized Banks drawn in favour of "BHARAT COOKING COAL LIMITED" payable at "Dhanbad" only. General specification and description of work is enclosed with the tender document.

4. Any Bid received after the deadline prescribed at Clause 1 above due to any reasons whatsoever 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 upto the appointed time on the next working day.

5. Tenders thus submitted shall consist of the following:

5.1 Earnest Money Deposit.

The Earnest Money Deposit is to be submitted in a separate Envelope altogether; superscribing "Earnest Money Deposit"; and **NOT INSIDE THE ENVELOPE CONTAINING PART- I OR PART- II OF THE BID.**

5.2 Part-I (Technical / Commercial Bid) –

The Part-I tender will consist of the following:

5.2.1 Complete set of Part-I tender documents as sold duly filled in and signed on all pages and at different places as required of the Part-I tender document of the tenders as per the tender notice as applicable.

5.2.2 Documentary evidence in support of basic minimum eligibility / qualifying criteria in accordance with NIT stipulations in the form of certified copy of work orders, completion certificate, payment certificates/vouchers indicating the period of work for which the payment has been made.

5.2.3 Permanent Income Tax Account Number (PAN).

5.2.4(a) Particulars of Registration from appropriate Sales Tax Authorties (In relation with 'Works Contract Tax)' if applicable.

5.2.4(b) Particulars of Service Tax Registration, if Service Tax is applicable.

5.2.5(a) Particulars of Registration / Clearance from the Appropriate Provident Fund Authorities, if applicable.

5.2.5(b) Declaration in regards to the PF Registration as per the *ANNEXURE No. XII*

5.2.6 Power of Attorney in the case, the tender is signed by an authorized representative of the tenderer.

5.2.7 Papers relating to Technical aspects of the bid along with copies of all certificates related to the technical qualifications of the bidder.

5.2.8 Additional commercial terms & conditions, if any.

5.2.9 Other deviations from the terms & conditions of the tender, if any. This is to be provided in the requisite places in the Tender Document.

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.

5.2.10 Documents showing full information about the tendering firm in accordance with Clause 23(a) of this Detailed Tender Notice.

5.2.11 However, in addition to above particulars any other credentials may be asked for in Part-I tender if felt necessary by authority calling tenders

5.2.12 Copies of all the certificates submitted, duly authenticated by the bidder, will have to be verified with the originals by the department.

5.2.13 Declaration regarding disclosure of name, designation, place of posting of relatives. if any either in the employment of CIL or its subsidiary company or a trade union activist in the form of affidavit (As per ANNEX – IX) in the Non-Judicial Stamp Paper as described below: -

a. Whether any relative of the owner / applicant or any of the partners of the applicant firm is related to any of the officers employed in Coal India or any of its subsidiaries. If so furnish name of the applicant / owner / partner and the name, designation and place of the officer employed in CIL and its subsidiaries companies.

b. Whether any relatives of the owner / applicant or any of the partners of the applicant firm are active trade union leaders of CIL & its subsidiaries company's. If so mention the name of the applicant / owner/ partner and the trade union leader & field of the operation / activities.

5.3 Part-II (Price Bid)

The part-II tender will contain the price bid i.e. Part-II tender document as sold to the tenderer wherein the price bid / rates should be furnished.

Each page of the tender document should be signed by the tenderers.

This will not contain any alternative item or suggestions, comments or conditions.

6. The Tender shall be submitted,

In two parts as indicated in the Notice Inviting Tenders. Part-I shall consist of any deviations from terms & conditions of the tender and additional terms & conditions and if asked for, technical bid and credentials (documentary evidence in support of Eligibility Criteria and Bid assessment duly authorized by the bidder) and the original tender document issued to the bidder duly signed by authorized signatory of the bidder on all pages as proof of accepting the conditions of contract (excluding price bid)

Part II shall consist of priced Bill of Quantities duly filling in rates, amounts etc.

The Earnest Money Deposit is to be submitted in a separate Envelope altogether; superscribing "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 web site 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 should be submitted in a sealed envelope with appropriate superscription as given in Clause –I of Detailed Tender Notice. Full name and address of the tenderer shall be written on the bottom left hand corner of the sealed covers.

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.

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

8. 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.

(I) Earnest money should be deposited in a separate envelop in the form as indicated in Notice Inviting Tender (NIT) and Clause 6 above**.**

Rs. 10,61,550/- (Rs Ten Lakh Sixty one Thousand Five Hundred Fifty) only as Earnest money/Bid security is to be deposited in the form of irrevocable Bank Guarantee (from any Scheduled Bank payable at its branches at Dhanbad / Kolkata)

with validity 28 (Twenty eight) days beyond the validity of the Bid in the format given in the Bid Document. Certified Cheques and Demand Drafts will also be acceptable as Earnest Money/Bid Security drawn in favour of Bharat Coking Coal Limited on any scheduled Bank payable at its branch at Dhanbad. Earnest Money / Bid Security of the unsuccessful bidders shall be refundable as promptly as possible after opening of Price Bid and finalisation of the tender and shall bear no interest

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

11. 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 unsuccessful bidder for this purpose means the bidders who have not qualified for opening of Part –II (Price Bid) and those who have not emerged as L-1 tenderer after opening of Price Bid. The earnest money deposited by the successful tenderer will be dealt with as provided elsewhere in the tender documents.

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

12 (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.

13. 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.

14. The tender shall be submitted either in English only.

15. 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

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

17(a) Particulars of Registration with appropriate Sales Tax Authorities (In relation with 'Works Contract Tax'), if applicable should accompany the tender.

17 (b) Particulars of Service Tax Registration, if Service Tax is applicable should accompany the tender.

18. The work should be completed within **15 (Fifteen) months** 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 mobilization allowed in the work order for starting the work in special circumstances, whichever is latest.

19. 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.

20. The Company does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders and to split up the work between two or more tenderers or accept the tender in part and not in its entirety.

21. 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.

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

23 (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.

(The tender from un-registered Partnership firm will be rejected).

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 the 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 qualifying criteria parameter e.g. experience, financial resources etc. of the individual partners of the

J.V. will be added together and the total criteria should not be less than as spelt out in qualification

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 JB 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 JB 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 Ventures Partners.

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

x) The J.V. agreement may specify the share of each individual partner for the purpose of execution of this contract. This is required only for the sole purpose of apportioning the value of the contract to that extend to individual partner for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that tender.

VI) Bank Details of your Firm	As per *ANNEXURE XI*

23(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.

24. 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**.**

25 (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 IX***.

25 (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.

26 (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.

26 (b) A pre-bid meeting will be held on 20-11-2009 along with intending tenderes at **11.30 A.M** at the Office of the General Manager (CMC), level-V Koyla Bhawan, Dhanbad – 826005, to clarify the issues and to answer questions on any matter that may be raised at that state.

27. 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.

28 (a) The validity period of the tenders shall be 120 days from the date of opening of Part-1 of the tender 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.

28 (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.

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

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

31. 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.

32. Integrity Pact (For tender valuing Rs.1.00 Crore & above)

It is mandatory for all the bidders to sign Integrity Pact Documents as per ***ANNEXURE XIII***. Tenders submitted without the Integrity Pact Documents will be summarily rejected and will not be considered for further evaluation.

33. In case the Contractor enters into any litigation, such action should have to be taken in a court of law with jurisdiction of Dhanbad Court only.

ANNEXURE- C

6. 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 scrutinize 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.

Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the updated estimated value. The available bid capacity will be calculated as under:

Assessed Available Bid capacity = {(A x N x 2) – B}

Where,

A= Maximum value of Civil Engineering Works executed in any one year during the last five years (updated to present level @ 5% per calendar year) taking into account the completed as well as works in progress.

N= Number of years prescribed for completion of the works for which bids are invited.

B= Value at present price level, of existing commitments and on going works to be completed during the next **15 (Fifteen) months** (period of completion of works for which bids are invited)

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

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualifying requirements.

Information on Bid Capacity (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid.

1.1 (A) Existing commitments and on going works.

Description of work	Place & State	Contract No. & Date	Name and address of Employer	Value of Contract (Rs. lakh)	Stipulated period of completion	Value of works remaining to be completed	Anticipated date of completion
(1)	***(2)***	***(3)***	***(4)***	***(5)***	***(6)***	***(7)***	***(8)***

1.1 (B) Works for which bids already submitted.

Description of work	**Place & State**	**Estimated value of works (Rs.lakhs)**	**Stipulated period of completion**	**Date when decision is expected**	**Remarks if any**
(1)	***(2)***	***(3)***	***(4)***	***(5)***	***(6)***

1. 2 Works performed as prime contractor (In the same name) on works of a similar nature over the last Seven years **

Project Name	Name of employer	Description of work	Contract No.	Value of contract (Rs.lakh)	Date of issue of work order	Stipulated period of completion	Actual date of completion	Remarks explaining reasons for delay and work completed

1.3. Quantities of work executed as prime contractor (in the same name and style) in the last Seven years**

(The table given below is a typical example & the contents may vary depending upon the nature & scope of work)

Year	Name of the work	Quantity of work performed(cum) ---------- Cement concrete Masonry Earth Work (Including RCC & PCC)	Remarks (indicate contract ref.)*
19… - 19…. 19… - 20…. 20… - 20…. 20… - 20….			

20… - 20….			

* Enclose a certificate(s) from Engineer(s)-in-charge.

** Immediately proceeding the financial year in which bids are receive

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.

1.4. 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.

1.5 Negotiations:

Negotiations will be held only if the lowest rate received is not reasonable and the decision of the company regarding reasonableness of rates quoted will be final & binding on the bidders.

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

If rates are not reasonable, negotiations with L1 only may be undertaken to arrive at a reasonable rate.

1.6 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/Bid bond.

1.7 Banned or de-listed Contractors:

The bidders would give a declaration that they have not been banned or de-listed by any Govt. or Quasi Govt. agencies or PSU's. If a bidder has been banned or de-listed 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.

ANNEXURE-D

Bharat Cooking Coal Limited

TENDER FOR WORK

I/We hereby tender for the execution for the Bharat Cooking Coal Ltd Koyla Bhawan, Dhanbad of the work specified in the under written memorandum at rates specified in the price bid within a period of **15 (Fifteen) months** as per work order and subject to the annexed conditions of contract and with such materials as are provided for by and in all other respects in accordance such conditions so for as applicable.

7. MEMORANDUM

1.	(i) Name of work	Drivage of 3 Nos incline shaft/drift including incline mouth construction from the floor of V/VI seam quarry to I/0 seam floor at Goluckdih 6 OCP North Tisra colliery at Lodna Area BCCL having inclined length of 690 meter each, at 1 in 5 gradient and each having a cross- section 4.8m X 3.00 m along with four nos. inter-connections junction only in each drift by mechanized method using Road header.
	(ii)if several sub work are included they should be detailed in a separate list	
2.	Estimated Cost	Rs. 10,61,54,200
3.	Earnest Money	Rs. 10,61,550
4.	Performance Security	5% of contract amount as per clause No. 4.1.2 of General Terms & Conditions.

5.	Percentage to be deducted from bills of the value	as per clause 4.2.1 of General Terms & Conditions.
6.	Tenderers should quote their rate	In figure as well as in words as indicated in B.O.Q.
7.	Time of completion	15 (Fifteen) months

Signature of Tenderer

Bharat Coking Coal Limited

Schedule - A

8. GENERAL TERMS AND CONDITIONS

1. Definitions

i) **"Employer"** or "Company" means the Bharat Coking Coal Limited, Regd Office at Koyla Nagar, Dhanbad, 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 South Eastern Coalfields Limited 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 / Tender Evaluation & Bid Assessment /Tender Memorandum.
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.

2.1. The contractor shall enter into and execute contract agreement in the prescribed form (ref. format at ***ANNEXURE X***). 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 & the contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.

3. Discrepancies 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) 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 (Jharkhand)

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 Bidders 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 of the contractor 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 bill.

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 certified as such by the Engineer-in-charge and on passing of the final bill by the Department, one half of the security deposit lying with the company shall be refunded to the contractor. The other half shall be refunded to the contractor on the expiry of six months from the date of completion as certified by the Engineer-in-charge subject to the following conditions:

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

b) In the case of building work/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 October, whichever is later in point of time and any defects such as leakage in roof, efflorescence 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 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 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.

5.5 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.

5.6 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.

5.7 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.

5.8 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 in clause 5.9 here of.

5.9. *The engineer shall have full power subject to the provision hereinafter contained from time to time during the execution of the contract, by notice in writing, to instruct the contractor to make deviation without prejudice to the contract. The contractor shall carry out such deviation / variation and be bound by the same conditions as far as applicable as though the said deviation /variation occurred in the contract documents. If any suggested deviation /variation would, in the opinion of the contractor, if carried out, prevent him from fulfilling any of his obligations or*

guarantees under the contract, he shall notify the engineer there of in writing and the engineer shall decide forthwith, whether or not the same shall be carried out and if the engineer confirm his instructions, contractor's obligations and guarantees shall be modified to such an extent as may be mutually agreed. Any agreed difference in cost occasioned by any such deviation /variation shall be added to or deducted from the contract amount as the case may be.

In the event of the engineer requiring any deviation / variation, such reasonable and proper notice shall be given to the contractor to enable him to work his arrangements accordingly, and in cases where goods or materials are already prepared or any design, drawings of pattern made or work done requires to be altered, a reasonable and agreed sum in respect there of shall be paid to the contractor.

In any case in which the contractor has received instructions from the engineer as to the requirement of carrying out the altered or additional substituted work which either then or later on, will in the opinion of the contractor, involve a claim for additional payments, the contractor shall immediately and in no case later than thirty (30) days, after receipt of the instructions aforesaid and before carrying out the instructions, advise the engineer to that effect. But the engineer shall not become liable for the payment of any charges in respect of any such variations, unless the instructions for the performance of the same shall be confirmed in writing by the engineer.

If any variation in the works, results in reduction of contract amount, the parties shall, agree, in writing, so to the extent of any change in the price, before in contractor proceeds with the change.

In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the engineer shall prevail. Notwithstanding anything stated above in this clause, the engineer shall have the full power to instruct the contractor, in writing, during the execution of the contract, to vary to quantities of the items or groups of items. The contractor shall carry out such deviation / variations and be bound by the same conditions, as though the said variations occurred in the contract documents However, the contract amount shall be adjusted at the rates provided for the original quantities in the contract.

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 mobilization 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 plant to be made available or made available by the company

g) The execution of any modified or additional items of work or excess quantity of work.

h) Any other causes which, at the sole discretion of the company, is beyond the control of the contractor.

6.4.1 A HINDRANCE REGISTER shall be maintained by both department and the contractor at site to record the various hindrances, as stated above, encountered during the course of execution.Hindrance register will be signed by both the parties. The contractor may also record his observations in the Hindrance Register. In case the contractor has a different opinion for hindrance and a dispute arises then the matter would be referred to the EIC and or the next higher authority whose decision would be final & binding on the contractor & the decision to be communicated within 15 days.

6.4.2 The contractor shall request the company in writing for extension of time within 15 days of happening of such event causing delay stating also, the period for which extension is required. The company may, considering the genuinity of the request, give a reasonable extension of time for completion of the work. Such extension shall be communicated to the contractor in writing by the company through the Engineer In Charge within 1(one) month of the date of receipt of such request.

6.4.3 The opinion of the Engineer-in-charge, whether the grounds shown for the extension of time are or are not reasonable, is final. If the Engineer-in-charge is of the opinion that the grounds shown by the contractor are not reasonable and declines to the grant of extension to time, the contractor can not challenge the soundness of the opinion by reference to arbitration The opinion of the Engineer-in-charge that the period of extension granted by him is proper or necessary is not, however, final. If the contractor feels that the period of extension granted is inadequate he can appeal to the CGM (Civil)/ GM (Civil)/ CE(Civil) of the company for consideration on the question whether the period of extension is or is not proper or necessary.

6.4.4 Provisional extension of time may also be granted by the Engineer In Charge during the course of execution, on written request for extension of time within 15(fifteen) days of happening of such events as stated above, reserving the company's right to impose/ waive penalty at the time of granting final extension of time as per contract agreement.

6.4.5 When the period fixed for the completion of the contract is about to expire, the question of extension of the contract may be considered at the instance of the Contractor or the Department or of both. The extension will have to be by party's agreement, express or implied.In case the contractor does not apply for grant of extension of time within 15(fifteen) days of the hindrance occurring in execution of the work and the department wants to continue with the work beyond the stipulated date of completion for reason of the work having been unavoidably hindered, the Engineer-in-charge can grant extension of time even in the absence of application from the contractor. Such extension of time granted by the Engineer In Charge is valid provided the contractor accepts the same either expressly or implied by his actions before and subsequent to the date of completion. Such extension of time shall be without prejudice to Company's right to levy compensation under the relevant clause of the contract.The contractor shall however use his best efforts to prevent or make good the delay by putting his endeavors constantly as may be reasonably required of him to the satisfaction of the Engineer In Charge.

7. Material Supply & other facilities

7.1 The company will supply to the Contractor the following materials / resources required for execution of the contract.

a) Surface haulage

b) Rail & cogging sleeper

c) Standard coal tub

d) Explosive, detonator and exploder

e) Electric Power.

f) Supervisory staff such as Sirdar and Overman.

The company does not undertake any responsibility for supply of any other materials/ resources / facilities to the contractor except the above.

7.2 The contractor shall keep accurate record of materials issued by the company, maintain proper account for the materials received and consumed in the work and shall be open to check by the Engineer In Charge or his authorized representative. The contractor shall ensure that such materials are consumed for the contract works only and the Register for the aforesaid account shall be signed both by the representatives of Engineer In Charge and the contractor.

7.3 Any surplus materials issued by the company, remaining after completion or termination of the contract, shall be returned by the contractor at his cost to the place of issue

and the Engineer In Charge shall accept the same. In the event, the contractor fails to return the surplus materials out of those supplied by the company, the Engineer In Charge may, in addition to any other liability which the contractor would incur in this regard, by giving notice in writing require the contractor to pay the amount 115% of the prevailing market rate including Sales Tax & General Tax during the period of work.

7.4 All materials, tools and plants brought to site by the contractor shall be deemed to be held in lien by the company and the contractor shall not have the right to remove the same from the site, without the written permission of the Engineer In Charge. The company shall not however be liable for any loss, theft or damage due to fire or other cause during this period of lien, the responsibility for which shall lie entirely on the contractor.

7.5 The contractor shall bear the cost of loading, transportation to site, unloading, storing under cover as required etc. as may be necessary for the use and keeping the materials in good condition.

7.6 All materials, tools and plants brought to site by the contractor including the materials supplied by the company shall be deemed to be held in lien by the company and the contractor shall not have the right to remove the same from the site, without the written permission of the Engineer In Charge. The company shall not however be liable for any loss, theft or damage due to fire or other cause during this period of lien, the responsibility for which shall lie entirely on the contractor.

7.7 On completion or on termination of the contract and on complete recovery of secured advance paid by the company, if any, in respect of materials brought to site, the contractor with due permission of the Engineer In Charge shall be entitled to remove at his expenses all surplus materials originally supplied by him and upon such removal, the same shall become the property of the contractor

7.8 All charges on account of octroi, terminal or sales tax and other duties on materials obtained for the works from any source shall be borne by the contractor.

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7.9 *The contractor shall make all necessary arrangements at his own cost for transformation, transmission and distribution of electric power to the various places at the work site duly complying with Indian electricity act/rules and DGMS safety provisions*. However, company will arrange electricity at one point near the work site*. Cost of energy consumed for carrying out the work shall be borne by the Company, provided there should not be any misuse of electricity.*

7.10 The contractor shall arrange necessary electricity at his own cost for the work and his own establishment. However, if available and feasible the company may arrange electricity at one point near the work site and necessary recovery of cost of energy consumed will be made at rates prescribed by the company from time to time. Energy meter for this purpose shall be provided by the contractor.

7.11 The contractor shall arrange necessary water for the work and his own establishment. However, if available and feasible the company may arrange water at one point near the work site for which recovery @ 1% of the contract value of work done will be made from the contractor's bills.

7.12 Explosives, detonators and other inflammable materials shall not be used in the execution of the work at site by the contractor without prior written permission of the Engineer In Charge. Transportation and storage of such materials shall be done in specified manner in accordance with the law in force. The contractor shall also obtain licence under such laws for, transportation, storage, use and all other operations, connected with the handling of the same.

8. Quality Assurance - Materials and Workmanship

The contractor shall carry out and complete the work in every respect in accordance with the contract and shall ensure that the work conforms strictly to the drawings, specifications, instructions of the Engineer In Charge. The Engineer In Charge may issue, from time to time, further drawings, detailed instructions/ directions in writing to the contractor. All such drawings, instructions/directions shall be consistent with the contract documents and should be reasonably inferable therefrom, alongwith clarifications/ explanations thereof, if necessary.

8.1 For Quality Assurances of all the Civil Engineering Works the norms/ guidelines laid down by the company herein and elsewhere will form part of the contract for the purpose of quality of works.

8.2 The contractor shall be responsible for correct and complete execution of the work in a workman like manner with the materials as per specification which shall be subject to the approval of the company. All work under execution in pursuance of the contract shall be open to inspection and supervision by the Engineer In Charge or by his authorised representative or any other official of higher rank or any other person authorised by the company in his behalf & the contractor shall allow the same.

8.3 All materials to be provided by the contractor shall be in conformity with the specifications/schedule of work as per the contract and the contractor shall furnish proof, if so required by the Engineer In Charge to his satisfaction that the materials do so comply.

8.4 The contractor shall immediately after the award of work draw up a schedule giving dates for submission of samples as required or necessary as per the specification for approval of Engineer In Charge who shall approve ,if found acceptable, promptly so that there is no delay in the progress of the work of the contractor or of the work of any of the sub-contractor. On receipt of samples as per schedule, the Engineer In Charge shall arrange to examine/test with reasonable promptness ensuring conformity of the samples with the required specification and complying with the requirements as per contract documents keeping in view that the work shall be in accordance with the samples approved by him. The contractor shall not start bringing materials at the site unless the respective samples are approved. Materials con-forming to approved samples shall only be brought to site.Samples are to be supplied by the contractor at his own cost. The cost involved in tests shall be borne by the contractor. If any test is ordered by the Engineer In Charge which is to be carried out by any independent person or agency at any place other than the site even then the cost of materials and testing charge etc. shall be borne by the contractor. If the test shows that the materials are not in accordance with the specifications, the said materials shall not be used in the work and removed from the site at contractors cost.

8.5 The company, through the Engineer In Charge, shall have full powers to reject any materials or work due to a defect therein for not conforming to the required specification, or for materials not being of the required quality and standard or for reasons of poor workmanship or for not being in accordance with the sample approved by him. The contractor shall forthwith remedy the defect/replace the materials at his expense and no further work shall be done pending such rectification/replacement of materials, if so instructed by the Engineer In Charge. In case of default on the part of the contractor, the Engineer In Charge shall be at liberty to procure the proper materials for replacement and/or to carry out the rectifications in any manner considered advisable under the circumstances and the entire cost & delay for such procurement/rectification shall be borne by the contractor.

8.6 The Engineer In Charge shall be entitled to have tests carried out for any materials, according to the standard practice followed for such tests, other then those for which

satisfactory proof has already been furnished by the contractor who shall provide at his expense all facilities which the Engineer In Charge may require for the purpose. The cost of any other tests, if so required by the Engineer In Charge, shall be borne by the contractor only, if the test shows the workmanship or materials not to be in accordance with the provision of the contract or the instruction of Engineer In Charge, but otherwise by the company.

8.7 Access to the works: The Engineer-in-charge and any person authorised by the company shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles are being obtained for the works and the contractor shall afford every facility for and every assistance in or in obtaining the right to such access.

8.8 Inspection of works: i) No work shall be covered up or put out of view without the approval of the Engineer-in-charge or the Engineer-in-charge's representative or any other officer nominated by the company for the purpose and the contractor shall afford full opportunity for the EIC or EIC`s representative or any other officer nominated by the company for the purpose to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. the contractor shall give due notice to the Engineer-in-charge's representative whenever any such work or foundations is ready or about to be ready for examination and the Engineer-in-charge's representative shall, without unreasonable delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such work or foundations.

ii) The contractor shall uncover any part or parts of the works or making openings in or through the same as the Engineer In Charge may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of Engineer-in-charge. If any such part or parts have been covered up or put out of view after compliance with the requirement of sub-clause above and are found to be executed in accordance with the contract, the expenses of uncovering, making openings in or through and making good the same shall be borne by the Employer, but in any other cases all costs shall be borne by the contractor.

8.9 Removal of Improper Work and Materials:

i) The Engineer-in-charge shall during the progress of the works have power to order in writing from time to time:

a) The removal from the site, of any materials which in the opinion of Engineer-in-charge, are not in accordance with the contract/ work order/ approved sample.
b) The substitution with proper and suitable materials.
c) The removal and proper re-execution, notwithstanding any previous test thereof or interim payment there form, of any work which in respect of materials or workmanship is not in accordance with the contract.

ii) In case of default on the part of the contractor in carrying out such order, the Engineer-In-charge shall be entitled to employ and pay other agency to carry out the same and all expenses consequent thereon shall be recoverable from the contractor or may be deducted from any amount due or which may become due to the contractor.

8.10 Devaluation of Work : In lieu of rejecting work done or materials supplied not in conformity with the contract/work order/approved samples , the Engineer-in-charge or any other officer nominated by the company for the purpose may allow such work or materials to remain, provided the Engineer In Charge/ the officer nominated by the company is satisfied with the quality of any materials, or the strength and structural safety of the work, and in that case shall make such deduction for the difference in value, as in his opinion may be reasonable.

8.11 Final Inspection of Work**:** The Engineer-in-charge and any other officer nominated by the company for the purpose shall make final inspection of all work included in the contract/work order, or any portion thereof, or any completed structure forming part of the work of the contract, as soon as practicable after notification by the contractor that the work is completed and ready for acceptance. If the work is not acceptable to the Engineer-in-charge at the time of such inspection, he shall inform the contractor in writing as to the particular defects to be remedied before final acceptance can be made.

8.12 Defects appearing after acceptance: Any defects which may appear within the defect liability period and arising, in the opinion of the Engineer-in-charge, from lack of conformance with the drawings and specifications, shall, if so required by the Engineer-in-charge in writing, be remedied by the contractor at his own cost within the time stipulated by the Engineer-in-charge. If the contractor fails to comply, the Engineer-in-charge may employ other persons to remedy the defects and recover the cost thereof from the dues of the contractor.

8.13 Site Order Book**:** A Site Order Book is a Register duly certified by the Engineer-in-charge regarding number of pages it contains, each page being numbered, name of work, name of contractor, reference of contract/ work order and the aforesaid certificate should be recorded on its first page. Site Order Books shall be maintained on the sites of works and should never be removed there from under any circumstances. It shall be the property of the company. The Engineer In Charge or his authorised representative shall duly record his observations regarding any work which needs action on the part of the contractor like, improvement in the quality of work, failure to adhere to the scheduled programme etc. as per contract/work order. The contractor shall promptly sign the site order book and note the orders given therein by the EIC or his representative and comply with them. The compliance shall be reported by the contractor in writing to EIC in time so that it can be checked.The Site Order Book will be consulted by the Engineer- In -Charge at the time of making both running on account and final bills of the contractor. A certificate to this effect should be given in the Measurement books by the Engineer In Charge or his representative.

8.14 Samples and Testing of Materials: All the materials to be procured by the contractor and to be used in work shall be approved by the Engineer In Charge in advance, and shall pass the tests and analysis required by him, which will be as specified in the specifications of the items concerned and or as specified by BIS or the IRC standard specifications acceptable to the Engineer In Charge. The method of sampling and testing shall be as per the relevant BIS, IRC and other relevant standards and practices. Minor minerals like sand, stone chips etc. shall be conforming to relevant BIS standards. All bought out items including Cement and Steel shall be procured from such manufacturers who hold valid license conforming to relevant BIS standards for manufacturing of such items.

8.15 Storage of Materials : Materials shall be so stored as to ensure the preservation of the quality and fitness for the work. When considered necessary by the Engineer-in-charge, they shall be placed on wooden platforms or other hard, clean surfaces and not directly on the ground. Materials shall be placed under cover when so directed and the contractor shall erect and maintain at his own cost temporary weather-proof sheds at the work site for the purpose. Stored materials shall be so located as to facilitate prompt inspection. All stored materials shall be inspected at the time of use in the work, even though they may have been inspected and approved before being placed in storage or during storage.

8.16 Defective Materials: All materials not conforming to the requirements of the specifications shall be considered as defective, and all such materials, whether in place or not shall be rejected. They shall be removed immediately by the contractor at his expenses and replaced with acceptable material. No rejected material, the defects of which have been subsequently corrected, shall be used on the work until approval in writing has been given by the Engineer In Charge. Upon failure on the part of the contractor to comply with any instruction of the Engineer-in-charge made under the provisions of this article within the time stipulated by the Engineer-in-charge, the Engineer-in-charge shall have authority to remove and replace defective material and recover the cost of removal and replacement from the contractor. Further all such defective material lying at site not removed and replaced within 30 days after issue of notice by the Engineer-in-charge, if the Engineer-in-charge so decides, shall dispose off such material in any manner without any further written notice to the contractor.

9. Measurement and Payments

Except where any general or detailed description of the work in the Bill of Quantities or specifications of the contract/ work order provides otherwise, measurement of work done shall be taken in accordance with the relevant standard method of measurement published by the Bureau of Indian Standards(BIS) and if not covered by the above, other relevant Standards/practices shall be followed as per instructions of the Engineer In Charge.

9.1 All items of work carried out by the contractor in accordance with the provision of the contract having a financial value shall be entered in the Measurement Book as prescribed by the company so that a complete record of the measurements is available for all the works executed under the contract and the value of the work executed can be ascertained and determined therefrom. Measurements of completed work / portion of completed work shall be recorded only in the Measurement Books.

9.2 Measurement shall be taken jointly by the Engineer-in-Charge or his authorised representative and by the contractor or his authorised representative.

9.3 Before taking measurements of any work, the Engineer In Charge or the person deputed by him for the purpose shall intimate the contractor to attend or to send his representative to attend the measurement. Every measurement thus taken shall be signed and dated by both the parties on the site on completion of the measurement. If the contractor objects to any

measurements, a note to that effect shall be made in the Measurement Book / Log Book and signed and dated by both the parties.

9.4 The measurement of the portion of work/items of work objected to, shall be re-measured by the Engineer In Charge himself or the authority nominated by the company for the purpose in the presence of the contractor or his authorised representative and recorded in the M.B. which shall be signed and dated by both the parties. Measurements so recorded shall be final and binding upon the contractor and no claim whatsoever shall thereafter be entertained. In case the contractor or his authorised representative does not attend to the joint measurements at the prefixed date and time after due notice, the measurements taken by the Engineer-In-charge or his representative shall be final and binding on the contractor.

Measurement of the extra items of work or excess quantities of work duly authorised in writing by the Engineer In Charge shall also be taken and recorded in the M.B. based on the existing items in the SOR of the company and if such items do not exist in the company's SOR, the description of the work shall be as per actual execution. Payment for such extra items will be based on the rates to be derived as described in the relevant clauses of the contract/ work-order

9.5 No work shall be covered up or put out of view without the approval by the Engineer In Charge and recording of measurements and check measurement thereof duly accepted by the contractor. The contractor shall provide full opportunity to the Engineer In Charge or his representative to examine and measure all works to be covered up and to examine the foundations before covering up.The contractor shall also give notice to Engineer In Charge whenever such works or foundations are ready for examination and the Engineer In Charge shall without unreasonable delay arrange to inspect and to record the measurements, if the work is acceptable and advise the contractor regarding covering of such works or foundations.

9.6 In case of items which are claimed by the contractor but are not admissible according to the department, measurements of such items, will be taken by for record purposes only and without prejudice so that in case it is subsequently decided by the department to admit the contractor's claims, there should be no difficulty in determining the quantities of such work. A suitable remark should, however, be made against such measurements to guard against payment in the ordinary way.

9.7 Payments: The running on account payments may be made once in a month or at intervals stipulated in the work order/ contract agreement.

9.7.01(a)Running on account bill/bills for the work executed/ materials supplied in accordance with the work order/ contract shall be prepared on the basis of detailed measurements recorded as described hereinbefore and processed for payments.

9.7.01(b) The bills of contractor shall be accompanied by an attested copy of wages sheet with a certificate given on the wages sheet by a authorized officials witnessing the payment of wages to labours / workman engaged by the contractor for the subject work to the effect that the payment indicated in the prescribed column of the wages sheet has been disbursed to the labours / workman in their presence.
Contractors have to make payment to their Labourers through Bank Only.
In addition to above, a certificate shall be issued by the concerned Personnel Head that contractor has deducted the amount of CMPF and pension and deposited along with the matching share with the concern Regional Commissioner, CMPF & a copy of the certificate shall be attached with the bill of contractor.
Payment to contractor shall be released against the bil by the Finance Department after verifying the above documents

9.7.02 Payment of on account bill shall be made on the Engineer In Charge's certifying the sum to which the contractor is considered entitled by way of interim payment for the following:

a) The work executed as covered by the bill/bills after deducting the amount already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the work order/ contract.

b) (i) Payment for excess quantity of work done with the written instructions of the Engineer In Charge for items already appearing in the bill of quantities of work with approved rates, will be made alongwith the on account bills only upto 10% of the quantity provided in the agreement subject to overall value of work not exceeding the agreement value.

(ii) The CGM(Civil)/ GM(Civil)/ CE(Civil) of the company and / or the Staff Officer(C) of the Area may authorise interim payment for excess work done upto 20 % of the quantity of work provided in the Bill of Quantity of the work awarded from Company

level and Area level respectively subject to overall value of work done does not exceed the contract value.

c) Extra items of work executed will be paid on specific written authorisation of CGM (Civil)/ GM(C)/ CE(C) of the company or Staff Officer (Civil) of the Area provided that the value of such extra items of work when added together is not more than 10% of the contract value and the total gross payment including excess quantity does not exceed the contract value. Balance amount on account of excess quantity and extra items of work executed shall be paid after the deviation estimate / revised estimate regularizing the extra items and excess quantities of work is sanctioned by the competent authority of the company with the concurrence of the Finance Department of the company.

d) On the Engineer In Charge's certificate of completion in respect of the work covered by the contract / final measurements of the work certified by the Engineer-In-charge or his representative.

9.7.03 The measurements shall be entered in the M.B for the work done upto the date of completion and evaluated based on the approved rates for the items in the contract agreement/sanctioned revised estimate. In case of extra items of work, the rates shall be derived as stated in the relevant clause of the contract.The payments shall be released against the final bill subject to all deductions which may be made on account of materials supplied, water supply for construction, supply of electricity and any other dues payable by the contractor to the company, and further subject to the contractor having given to the Engineer In Charge a no claim certificate. The contractor shall indemnify the company against proof of depositing royalty on account of minor minerals used in the work before the final bill is processed for payments. The final payment to be made will also be subject to Clause-4.5 of the General Terms & Conditions of the contract.

9.7.04 Any certificate given by the Engineer-In-charge for the purpose of payment of interim bill/bills shall not of itself be conclusive evidence that any work/materials to which it relate is/are in accordance with the contract and may be modified or corrected by the Engineer In Charge by any subsequent certificate or by the final certificate.

9.7.05 The company reserve the right to recover/enforce recovery of any over payments detected after the payment as a result of post payment audit or technical examination or by any

other means, not withstanding the fact that the amount of disputed claims, if any, of the contractor exceeds the amount of such overpayment and irrespective of the facts whether such disputed claims of the contractor are the subject matter of arbitration or not.

The amount of such over payments shall be recovered from subsequent bills under the contract, failing that from contractor's claim under any other contract with the company or form the contractor's security deposit or the contractor shall pay the amount of over payment on demand. In case of contractor's non-payment on such demand, the same should be realized from the contractor's dues, if any, with Coal India Limited or any of it's subsidiaries.

9.7.06 The contractors are required to execute all works satisfactorily and according to the specifications laid down in the contract/ work order. If certain items of work, executed by the contractor, are below specifications, the contractor should re-do them according to the specifications and instructions of EIC and if the contractor fails to rectify the defect within the time and in the manner specified by the EIC, the work shall be got re-done or rectified by the department at the risk and cost of the contractor. Engineer In Charge may accept such work of below specifications provided the department is satisfied with the quality of such works and the strength/ structural safety of such works. In that case Engineer In Charge shall make such deductions for the difference in value, as in his opinion is reasonable and is approved by the accepting authority of the company i.e. CGM(C)/ GM(C)/ CE(C) of the company in this case or any other officer nominated by CGM(C)/ GM(C)/ CE(C) for the purpose.

9.7.07 Payment Stage: The payment stage involved will be as under,

i) Signature of EA (Civil)/ Sr. Overseer(C) / Overseer(C) in MB's both in pages recording measurements, abstract of bill & the duly filled in bill form.

ii) Signature of Engineer(C)/ EE(C) with appropriate check measurements in the MB's and the bill form.

iii) Signature of Sr. EE(C)/ SE(C) with appropriate check measurements in MB's and the bill form.

iv) Signature of Engineer in Charge as per definition as at clause 1(vii) of the General Terms and Conditions, as a token of acceptance for payment of the bill. The EIC

may sign in the abstract of the bill in the MB & the bill form. In between stage iii) and iv) accountal checking may be made by the concerned Accounts Officer/ Accountant.

9.8 Income tax deduction @ 2.04% (Two point zero four percent) of the gross value of each bill or at the rate as amended from time to time, shall be made unless exempted by the competent authority of the Income Tax Department

Sales tax on works contract shall be payable by the contractor. If, however, the company is asked to make deduction from the contractor's bills, the same shall be done and a certificate to this effect shall be issued to the contractor for dealing with the State Govt. and the company does not take any responsibility to do anything further in this regard.

9.9 No interest shall be payable on the amounts withheld, under the terms of the Contract Agreement/Work-order.

10. Termination, Cancellation, Suspension and Foreclosure of Contract

The company shall, in addition to other remedial steps to be taken as provided in the conditions of contract be entitled to cancel the contract in full or in part, if the contractor :-

a) makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the Engineer In Charge, then on the expiry of the period as specified in the notice

Or

b) Commits default/breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the Engineer In Charge, then on the expiry of the period as may be specified by the Engineer In Charge in a notice in writing.

Or

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

Or

d) shall offer or give or agree to give any person in the service of the company or to any other person on his behalf any gift or consideration of any kind as an inducement or

reward for act/acts of favour in relation to the obtaining or execution of this or any other contract for his company.

Or

e) fails to complete the work or items of work with individual dates of completion, on or before the date/dates of completion or as extended by the company, then on the expiry of the period as may be specified by the Engineer In Charge in a notice in writing.

Or

f) transfers, sublets, assigns the entire work or any portion thereof without the prior approval in writing from the Engineer In Charge. The Engineer In Charge may by giving a written notice, cancel the whole contract or portion of it in default.

10.1 The contract shall also stand terminated under any of the following circumstances :

a) If the contractor being an individual in the case of proprietary concern or in the case of a partnership firm any of its partners is declared insolvent under the provisions of Insolvency Act for the time being in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any Insolvency Act.

b) In the case of the contractor being a company, its affairs are under liquidation either by a resolution passed by the contractors company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or reorganisation, or a receiver or manager is appointed by the court on the application by the debenture holders of the contractor's company, if any.

c) If the contractor shall suffer an execution being levied on his/their goods, estates and allow it to be continued for a period of 21 (twenty-one) days.

d) On the death of the contractor being a proprietary concern or of any of the partners in the case of a partnership concern and the company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the company in this respect shall be final and binding which is to be intimated in writing to the legal representative or to the partnership concern.

10.2 On cancellation of the contract or on termination of the contract, the Engineer In Charge shall have powers:

a) to take possession of the site and any materials, constructional plant, equipments, stores etc. thereon.

b) to carry out the incomplete work by any means at the risk and cost of the contractor.

c) to determine the amount to be recovered from the contractor for completing the remaining work or in the event the remaining work is not to be completed the loss/damage suffered, if any, by the company after giving credit for the value of the work executed by the contractor upto the time of cancellation less on a/c payments made till date and value of contractor's materials, plant, equipments, etc. taken possession of after cancellation.

d) to recover the amount determined as above, if any, from any money due to the contractor on any account or under any other contract and in the event of any shortfall, the contractor shall be called upon to pay the same on demand. The need for determination of the amount of recovery of any extra cost/expenditure or of any loss/damage suffered by the company shall not however arise in the case of termination of the contract for death/demise of the contractor as stated in clause 10.1(d) of the contract.

e) to give the contractor or his representative of the work 7 (seven) days notice in writing for taking final measurement for the works executed till the date of cancellation or termination of the contract. The Engineer In Charge shall fix the time for taking such final measurement and intimate the contractor in writing. The final measurement shall be carried out at the said appointed time notwithstanding whether the contractor is present or not. Any claim as regards measurement which the contractor is to make shall be made in writing within 7 (seven) days of taking final measurement by Engineer-In-charge as aforesaid and if no such claim is received, the contractor shall be deemed to have waived all claims regarding above measurements and any claim made thereafter shall not be entertained.

10.3 Suspension of Work:

i) The company shall have power to suspend the work or any part thereof and the Engineer In Charge may direct the contractor in writing to suspend the work, for such period and in such manner as may be specified therein, on account of any default on the part of the contractor, or for proper execution of the work for reasons other than any default on part of the contractor, or on ground of safety of the work.

ii) In the event of suspension for reasons other than any default on the part of the contractor, extension of time shall be allowed by the company equal to the period of such suspension and the contractor shall properly protect and secure the works to the extent necessary during such suspension.The contractor shall carry out the instructions given in this respect by the Engineer-In Charge & if such suspension exceeds 45 (forty five) days, the contractor will be compensated on mutually agreed terms.

10.4 The work shall, throughout the stipulated period of contract, be carried out with all due diligence on the part of the contractor. In the event of termination or suspension of the contract, on account of default on the part of the contractor, as narrated hereinbefore, the security deposit and other dues of this work or any other work done under this company shall be forfeited and brought under the absolute disposal of the company provided, that the amount so forfeited shall not exceed 10 (ten) percent of the contract value.

10.5 Foreclosure of contract:

If at any time after acceptance of the tender the company decides to abandon for any reason whatsoever the company, through its Engineer In Charge, shall give notice in writing to that effect to the contractor. In the event of abandonment the company shall be liable :-

a) to pay reasonable amount assessed and certified by the Engineer In Charge of the expenditure incurred, if any, by the contractor on preliminary works at site e.g. temporary access roads, temporary construction for labour and staff quarters, office accommodation, storage of materials, water storage tanks and water supply for the work including supply to labour/ staff quarters, office etc.

b) to pay the contractor at the contract rates full amount for works executed and measured at site upto the date of such abandonment.

c) to pay for the materials brought to site or to be delivered at site, which the contractor is legally liable to pay, for the purpose of consumption in works carried out or were to be carried out but for the foreclosure, including the cost of purchase and transportation and cost of delivery of such materials. The materials to be taken over by the company should be in good condition and the company may allow at its discretion the contractor to retain the materials in full or in part if so desired by him and to be transported by the contractor from site to his place at his own cost with due permission of the Engineer In Charge.

d) to take back the materials issued by the company but remaining unused, if any, in the work on the date of abandonment/reduction in the work, at the original issue price less allowance for any deterioration or damage caused while in custody of the contractor.

e) to pay for the transportation of tools and plants of the contractor from site to contractor's place or to any other destination, whichever is less.

10.5.01 The contractor shall, if required by the Engineer In Charge, furnish to him books of accounts, papers, relevant documents as may be necessary to enable the Engineer In Charge to assess the amounts payable in terms of clauses10.5(b) (c) & (e) of the contract. The contractor shall not have any claim for compensation for abandonment of the work, other than those as specified above.

11. Completion Certificate /Defect Liability Cetificate

Except in cases where the contract provides for "Performance Test" before issue of completion certificate, in which case the issue of completion certificate shall be in accordance with the procedure specified therein, the contractor shall give notice of completion of work, as soon as the work is completed, to the Engineer In Charge. The Engineer In Charge and or any other Officer, nominated for the purpose by the company, shall within 30 (thirty) days from the receipt thereof, inspect the work and ascertain the defects/deficiencies, if any, to be rectified by the contractor as also the items, if any, for which payment shall be made at reduced rate.If the defects, according to the Engineer In

Charge are of a major nature and the rectification of which is necessary for the satisfactory performance of the contract, he shall intimate in writing the defects and instruct the contractor to rectify the defects/remove deficiencies within the period and in the manner to be specified therein. In such cases completion certificate will be issued by Engineer In Charge after the above rectifications are carried out/ deficiencies are removed by the contractor to the satisfaction of Engineer In Charge. In the event there are no defects or the defects/ deficiencies are of a minor nature and the Engineer In Charge is satisfied that the contractor has already made arrangements for rectification, or in the event of contractor's failure to rectify the defects for any reason whatsoever, the defects can be rectified by the company departmentally or by other means and the 50% of the security deposit of the contractor shall be sufficient to cover the cost thereof, he shall issue the completion certificate indicating the date of completion of the work, defects to be rectified, if any, and the items, if any, for which payment shall be made at reduced rate indicating reasons therefor and with necessary instructions to the contractor to clear the site/place of work or all debris/ waste materials, scaffoldings, sheds, surplus materials etc. making it clean.

11.1 In cases where separate period of completion for certain items or groups of items are specified in the contract, separate completion certificate for such items or groups of items may be issued by the Engineer In Charge after completion of such items on receipt of notice from the contractor only in the event the work is completed satisfactorily in every respect. Refund of security deposit and payment of final bill shall, however, be made on completion of the entire contract work, but not on completion of such items of work.

12. Additional Responsibilities of the Contractor(s)

The cost on account of the "Additional Responsibilities of the Contractors" under this clause is deemed to be included in the tendered rates.

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

ii) The contractor/contractors shall keep on the work site during the progress a competent and experienced Resident Engineer exclusively for the work and necessary assistants

who shall represent the contractor(s). The contractor shall employ,the competent technical staffs on the site in connection with the execution and maintenance of the work.

The contractor shall intimate the Engineer In Charge in writing the names, qualifications, experience and full postal address of each and every technical personnel employed at site by him. The contractor(s) shall not be allowed to execute the work unless he/they engage the required technical staff at site as stated above. The delay on this account, if any, shall be the contractor's responsibility.

Important instructions shall be confirmed to the contractor(s) in writing. If the contractor/contractors in course of the works finds/find any discrepancy between the drawing, forming part of the contract documents and the physical conditions of the locality or any errors or omissions in drawings except those prepared by himself / themselves and not approved by the Engineer In Charge. It shall be his/their duty to immediately inform the Engineer In Charge in writing and the Engineer In Charge shall verify the same. Any work done after such discovery and without intimation as indicated above will be done at the risk of the contractor/contractors.

iii) The contractor / contractors shall employ only competent, skillful and orderly men to do the work. The Engineer In Charge shall have the right to ask the contractor/ contractors to remove from the work site any men of the contractor/contractors who in his opinion is undesirable and the contractor/contractors will have to remove him within 3 (three) hours of such orders. The contractor shall employ apprentices in the execution of the contract work as required under Apprentices Act The contractor shall further be responsible for making arrangements at his own cost, or accommodation and social needs of the staff and workers under his employment.

iv) Precautions shall be exercised at all times by the contractor(s) for the protection of persons (including employees) and property. The safety required or recommended by all applicable laws, codes, statutes and regulations shall be observed by the contractor(s).In case of accidents, the contractor(s) shall be responsible for compliance with all the requirements imposed by the Workmen's Compensation Act or any other similar laws in force, and the contractor(s) shall indemnify the company against any claim on this account.

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

The contractor / contractors shall at all times exercises 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 Govt. or Central Govt. or Municipalities and other authorities in India. The contractor/contractors shall comply with the provision of the safety hand book as approved and amended from time to time by the Government of India.

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

vi) The contractor shall maintain all records as per the provision made in the various statutes including Contract Labour (Regulation & Abolition) Act, 1970 and the Contract Labour (Regulation & Abolition) Central Rules,1971, Minimum Wages Act, Workmen Compensation Act etc. and latest amendment thereof. Such records maintained by the contractor shall be opened for inspection by the Engineer In Charge or by the nominated representative of the Principal Employer.The contractor should make payment of wages to all the related contract workers strictly through bank cheques only.

vii) The contractor/ contractors shall provide facilities for the sanitary necessities of all persons employed on the work shall be constructed and maintained in the number, manner and place approved or ordered by the Engineer In Charge. The contractor/contractors shall vigorously prohibit committing of nuisance at any other

place. Cost of all works under this item shall be covered by the contractor/contractor's tendered rates.

viii) The contractor/contractors shall furnish to the Engineer In Charge or his authorised representative with work reports from time to time regarding the contractor / contractors organization and the progress made by him / them in the execution of the work as per the contract.

ix) All Duties taxes and other levies, payable by the contractor under the contract or for any other cause as applicable on the last date of submission of tender shall be included in the rates, prices and the total bid price submitted by the bidder. All incidentals, overheads etc. as may be attendant upon execution and completion of works shall also be included in the rates prices and total bid price submitted by the bidder. However, such duties, taxes, levies etc. which is notified after the last date of submission of tender and / or any increase over the rate existing on the last date of submission of tender shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities. The company reserves the right to deduct / withhold any amount towards taxes, levies, etc. and to deal with such amount in terms of the provisions of the statute or in terms of the direction of any statutory authority and the company shall only provide with certificate towards such deduction and shall not be responsible for any reasons whatsoever.In case the company land is used for manufacture of bricks or extraction of gravels etc. the contractor will have to pay compensation to the company (apart from the liability of the contractor to make the payment of royalty etc. to the State Government) at the same rates or royalty fixed by the State Government or an appropriate deduction may be made in the rate to be paid to the contractors.

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

xi) The contractor / contractors shall make their own arrangement for carriage of all materials to the work site at his/their own cost.

xii) The work shall not be sublet to any other party, unless approved by Engineer In Charge, in writing.

xii) (a) No fruit trees or valuable plants or trees with trunk diameter exceeding 150mm shall be pulled, destroyed or damaged by the contractor/contractors or any of his/their employees without the prior permission of the company, failing which the cost of such trees or plants shall be deducted from the contractor/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 150 mm dia., as will be permitted by the Engineer In Charge in writing.

(b) Anything of historical or other interest or of significant value unexpectedly discovered on the site is the property of the employer. The Contractor is to notify the Engineer-in-charge or his nominee of such discoveries and carry out the Engineer-in-charge or his nominee's instructions for dealing with him.

xiv) The contractor / contractors shall not pay less than the minimum wages to the labourers engaged by him/them as per Minimum Wages Act or such other legislation or award of the minimum wage fixed by the respective State Govt. or Central Govt. as may be in force.

xv) All accounts shall be maintained properly and the company shall have the right of access and inspection of all such books of accounts etc., relating to payment of labourer considered necessary and the company may arrange for witnessing the payment to the labourer by its representatives.

xvi) The contractor shall in additions to any indemnity provided by the relevant clauses of the agreement or by law, indemnify and keep indemnified for the following :

a) The company or any agent or employee of the company against any action, claim or proceeding relating to infringement or use of any patent or design right and shall pay any royalties or other charges which may be payable in respect of any article or material included in the contract.However, the amount so paid shall be reimbursed by the company in the event such infringement has taken place in complying with the specific directions issued by the company or the use of such

article or material was the result of any drawing and/or specifications issued by the company after submission of tender by the contractor. The contractor must notify immediately after any claim being made or any action brought against the company, or any agent or employee of company in respect of any such matter.

b) The company against all claims, damages or compensation under the provisions of payment of Wages Act, 1938, Minimum Wages Act, 1948, Employer's Liability Act, 1938, The Workmen's Compensation Act, 1923, Industrial Dispute Act, 1947, Mines Act as applicable, Employees State Insurance Act 1948 and Maternity Benefit Act, 1961, Acts regulating P.F.or any modification thereof or any other law relating thereto and rules made thereunder from time to time, as may be applicable to the contract which may arise out of or in consequence of the construction or maintenance or performance of the work under the contract and also against costs, charges and expenses of any suit, action or proceedings arising out of any accident or injury.

c) The company against all losses and claims for injuries or damages to any third party or to any property belonging to any third party which may arise out of or in consequence of the construction or maintenance or performance of the work under the contract and against all claims/demands proceedings/damages, cost charges and expenses whatsoever in respect of or in relation thereto.

xvii) The contractor is under obligation to hand over to the company the vacant possession of the completed building structures failing which the Engineer In Charge can impose a levy upon the contractor upto 5% of the total contract value for the delay in handing over the vacant possession of the completed works after giving a 15 (fifteen) days notice to the contractor.

xviii) **(a) INSURANCE** : The contractor shall take full responsibility to take all precautions to prevent loss or damage to the works or part thereof for any reasons whatsoever (excluding act of God e.g. flood, riots, war, earthquake, etc.) and shall at his own cost repair and make good the loss/damage to the work so that on completion, the work shall be in good order and condition and in conformity with the requirements of the contract and instructions of the Engineer In Charge.In case of construction works without limiting the obligations and responsibilities under the contract, the contractor shall take insurance policy for the total value

of work for the period from commencement to completion including defect liability period against risk of loss/ damage to the extent as permissible under the law of insurance.

The contractor shall arrange necessary insurance and pledge the same in the name of the company and all moneys payable by the insurers shall be recovered by the company which shall be paid to the contractor in installments as may be certified by the Engineer In Charge for the purpose of rebuilding or replacement or repair of the works and/or goods destroyed or damaged for which payment was received from the insurers.

b) Where any company building or part thereof is used, rented or leased by the contractor for the purpose of storing or using materials of combustible nature, the contractor shall take separate insurance policy for the entire building and the policy shall be deposited with the company.

c) The contractor shall at all times during the tenure of the contract indemnify the company against all claims, damages or compensation under the provision of the Workmen's Compensation Act and shall take insurance policy covering all risk, claims, damages, or compensation payable under the Workmen's Compensation Act or under any other law relating thereto.

d) The contractor shall ensure that the insurance policy/ policies is/are kept alive till full expiry of the contract by timely payment of premiums and it/they shall not be cancelled without the approval of the company and a provision is made to this effect in all policies, and similar insurance policies are also taken by his sub-contractors if any. The cost of premium shall be borne by the contractor and it shall be deemed to have been included in the tendered rate.

e) In the event of contractor’s failure to effect or to keep in force the insurance referred to above or any other insurance which the contractor is required to effect under the terms of the contract, the company may effect and keep in force any such insurance and pay such premium/premiums as may be necessary for that purpose from time to time and recover the amount thus paid from any moneys due to the contractor

xix**)** **Setting Out:** The contractor shall be responsible for the contract and proper setting out of the works and correctness of the position, reduced levels, dimensions and alignment of all parts of the work including marking out the correct lay out in reference to the permanent bench mark and reference points. Only one permanent bench mark and basic reference lines shall be

marked and shown to the contractor as basic data.The contractor shall have all necessary instruments, appliances and labour in connection therewith. If at any time during the progress of work any error is detected in respect of the position, levels, dimensions or alignment of any part of the work, the contractor on being required to do so by the Engineer In Charge or his representative shall at the expenses of the contractor rectify such errors to the satisfaction of Engineer In Charge unless such error is due to incorrect data supplied by the Engineer In Charge.

xx) On receipt of Letter of Acceptance of Tender / Work Order the contractor shall forthwith Register and obtain License from the competent authority under the Contract Labour (Regulation & Abolition)Act 1970,the Contract Labour (Regulation & Abolition) Central Rules, 1971 and submit certified copies of the same to the Engineer In Charge and the Employer.

xxi) The contractor shall be registered with the concerned State Govt. and the Central Govt. in respect of Sales Tax Act and the certificate having details of Registration No., period of validity etc. should be submitted to the Engineer In Charge.

xxii) The contractor shall, in connection with works, provide and maintain, at his own cost, all lights, security guards, fencing when and where necessary as required by the Engineer In Charge for the purpose of protection of the works, materials at site, safety of workmen and convenience of the public.

xxiii) All materials (e.g. stone, moorum and other materials) obtained in the course of execution of the work during excavation and dismantling etc. shall be the property of the company and the same may be issued to the contractors, if required for use in the works at the rates to be fixed by the Engineer In Charge.

xxiv) Unless otherwise specifically provided for, dewatering of excavation pits, working areas etc. shall be the contractor's responsibility and is to be carried out at his own cost as per instructions of EIC. The rates quoted by the contractor shall be deemed to include the dewatering costs.

xxv) Approval by the Nodal Officer / Engineer-in-charge or his nominee. The contractor shall submit specifications and drawings showing the proposed temporary work to the Nodal Officer/Engineer-in-Charge or his nominee, who is to approve them if they comply with the

specifications and drawings.The contractor shall be responsible for design of Temporary Works.The Nodal Officer/Engineer-in-charge or his nominee's approval shall not alter the contractor's responsibility for design of the Temporary Works.

13. Defects Liability Period:

In addition to the defect/s to be rectified by the contractor as per terms of the contract/ work order, the contractor shall be responsible to make good and remedy at his own expense the defect/s mentioned hereunder within such period as may be stipulated by the Engineer In Charge in writing:

a) Any defect/defects in the work detected by the Engineer In Charge within a period of 6 (six) months from the date of issue of completion certificate.

13.1 A programme shall be drawn by the contractor and the Engineer In Charge for carrying out the defects by the contractor detected within the defect liability period and if the contractor fails to adhere to this programme, the Engineer In Charge shall be at liberty to procure proper materials and carry out the rectifications in any manner considered advisable under the circumstances and the cost of such procurement of materials and rectification work shall be chargeable to the contractor and recoverable from any of the pending dues of the contractors.The defect liability period can be extended by the company on getting request from the contractor only for valid reasons.There will be no defect liability period for works like Grass Cutting, Jungle Cutting, Surface Dressing & any other work of similar nature to be decided by the Engineer in Charge.

14. Operating and Maintenance Manual: (For turn-key contract)

If "as built" drawings and/or Operating and Maintenance Manual are required the contractor shall supply them by the dates as per instruction of the Engineer-in-charge.If the contractor does not supply the drawings and/or Manual by the dates as stated above, or they do not receive the Engineer-in-charge or his nominee's approval, the Engineer-in-charge or his nominee shall withhold the amount as stated in the agreement.

15. Settlement of Disputes

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

make request in writing to the Engineer-in-charge for settlement of such disputes/claims within 30 (thirty) days of arising of the cause of dispute/claim failing which no disputes/claims of the contractor shall be entertained by the company.

15.2 If differences still persist, the settlement of the dispute with Govt. Agencies shall be dealt with as per the Guidelines issued by the Ministry of Finance, Govt. of India in this regard. In case of parties other than Govt. Agencies, the redressal of the dispute may be sought in the Court of Law.

BHARAT COKING COAL LIMITED

9. ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are also acceptable to the company. The tenderers are requested not to quote any further additional conditions in the tender.

1. <u>Mobilization Advance</u>:

i) No mobilisation advance is payable for works whose estimated value is less than Rs.100.00 lakhs.

ii) In the case of turn key work, whose estimated value is more than Rs. 100 lakhs, a maximum of 10% of the total contract value of work will be paid as mobilisation advance subject to submission of Bank Guarantee for equal amount.

iii) In case of other civil works, valued more than Rs. 100 lakhs, mobilisation advance will be paid upto 5% of the contract value subject to submission of Bank Guarantee for equal amount.

iv) However, such mobilization advance will carry interest on the basis of CIL's borrowing rate under cash credit arrangement as varying from time to time.

v) The mobilization advance shall be recovered from the bills of the contractor from the 2nd running account bill onwards @ 20% of the advance amount paid and full recovery would be ensured before or with the Final Bill.

vi) The value of Bank Guarantee may be reduced to the extent such advance is recovered by the company subject to the conditions that the value of Bank Guarantee amount at any time is more than the recoverable outstanding advance. Bank Guarantee shall be irrevocable.

2. Applications of Price Variation Clause:

If the prices of materials (not being the materials supplied at fixed issue rates by the company) and wages of labour required for execution of the work increase or decrease, the contractor shall be compensated for such increase or recoveries will be made from the bills for such decrease as per provisions detailed hereafter:

a) The amount of the contract shall accordingly be varied subject to the condition that such compensation for escalation / de-escalation in price shall be available only for the work done during the stipulated period of the contract including such period for which the contract validity extended under the provisions of the contract without any penal action. The price variation clause shall not be applicable for works for which stipulated period of completion is six months or less.

b) The base date for working out such escalation / de-escalation shall be the last date on which the price bids or revised price bids were stipulated to be received.

c) The compensation for escalation are recoveries to be made shall be worked out at quarterly intervals and shall be with respect to the cost of work done during the previous three months. The first such payment will be made at the end of three months after the month (excluding) in which the tender was accepted and thereafter at three months interval.

d) Job specific modification in the formulae of price variation given in the following para(s) can be done with the approval of the CMD of the Company.

2.1 Escalation/ De-escalation for Labour:

The amount paid to the contractor for the work done shall be adjusted for increase or decrease in the cost of labour and the cost shall be calculated quarterly in accordance with the following formula:

$$VL = W \times \frac{A}{100} \times \frac{L - Lo}{Lo}$$

Where :

VL = Variation in labour cost i.e. , increase or decrease in the amount in rupees to be paid or recovered.

W = Value of work done during the period under reckoning to which the escalation / de-escalation relates as indicated in cl. 2.4 of the Additional Terms & Conditions of the contract.

A = Component of labour expressed as percentage of the total value of the work adopted from the Table-1.

Lo = Minimum wages for unskilled workers payable as per the Minimum Wages Act/Rules of the State or Central Govt., whichever is more, applicable to the place of work as on the last date stipulated for receipt of the price bids or revised price bids whichever is later.

L = Revised minimum wages of unskilled worker corresponding to Lo during the period to which the escalation / de-escalation relates.

2.2 Escalation/ De-escalation on Materials :

The amount to be paid to the contractor for the work done will be adjusted for increase or decrease in the cost of materials and the cost shall be calculated quarterly in accordance with the following formula :

$$Vm = W \times \frac{B}{100} \times \frac{M - Mo}{Mo}$$

Where :

Vm = Variation in the material cost i.e. increase or decrease in the amount in rupees to be paid or recovered.

W = Cost of work done during the period under reckoning to which the escalation / de-escalation relates as indicated in clause 2.4 of the additional Terms & Conditions of the contract.

B = Component of material expressed as percentage of the total value of the work adopted from the Table-1.

M = Average All India Wholesale Price Index for all commodities for the period to which escalation / de-escalation relates as published by the RBI Bulletin, Ministry of Industry & Commerce, Govt. of India.

Mo = All India Wholesale Price Index for all commodities as published by the RBI Bulletin, Ministry of Industry & Commerce, Govt. of India, relating to the last date on which the price bids or revised price bids whichever is later were stipulated to be received.

2.3 Escalation/ De-escalation on POL :

The amount to be paid to the contractor for the work done shall be adjusted for the increase or decrease in the cost of POL and the cost shall be calculated quarterly in accordance with the formula given below :

$$Vf = W \times \frac{C}{100} \times \frac{F - Fo}{Fo}$$

Where:

Vf = Variation in the cost of fuel, oil and lubricants increase or decrease in the rupees to be paid or recovered.

W = Value of work done during the period under reckoning to which the escalation/ de-escalation relates as indicated in clause 2.4 of the Additional terms & conditions of the contract.

C = Component of POL expressed as percentage of the total cost of the work taken from Table-1.

F= Average Index Number for wholesale price for the group of Fuel,Power, Light & Lubricants' as published by the Economic Adviser, Ministry of Industry, Govt. of India for the period to which the escalation / de-escalation relates.

Fo=Index number of wholesale price for the group of Fuel, Power, Light & lubricants As published by the Economic Adviser, Ministry of Industry, Govt. of India prevalent on the last date of receipt of price bids or revised price bids whichever is later.

2.4 While calculating the value of "W" the following may be noted :

The cost on which the escalation will be payable shall be reckoned as 85% of the cost of work as per the bills to which escalation relates, and from this amount the value of materials supplied or services rendered at the prescribed charges under the relevant provisions of the contract, and proposed to be recovered in the particular bill, shall be deducted before the amount of compensation for escalation/ de-escalation is worked out. In the case of materials brought to site for which any secured advance is included in the bill, the full value of such materials as assessed by the Engineer Incharge (and not the reduced amount for which secured advance has been paid) shall be included in the cost of work done for operation of this clause. Similarly, When such materials are incorporated in the work and the secured advance is deducted from the bill, the full assessed value of the materials originally considered for operation of this clause should be deducted from the cost of the work shown in the bill, running or final. Further the cost of work shall not include any work for which payment is made at prevailing market rates.

2.5 In the event the price of materials and/ or wages of labour required for execution of the work decreases, there shall be downward adjustment of the cost of work so that such price of materials and / or wages of labour shall be deductable from the cost of work under this contract and in this regard the formulae herein before stated under this clause shall mutatis/mutandis apply provided that no such adjustment for the decrease in materials price and / or

wages of labour before mentioned would be made in case of contracts in which the stipulated period of completion of the work is less than six months.

TABLE - 1

Value of A, B & C in the escalation formula in the additional terms & conditions for Civil Works :

Sl. No.	Particulars	A % Labour Component	B % Material Component	C % POL Component	REMARKS
1.	.For steel structural works	15	85	Nil	
8.	For under-ground civil works such as Incline Drivage, Shaft Sinking etc.	35	65	Nil	

For all other works not listed above, the component of labour, materials and POL of the total cost of work shall be as specifically indicated in the tender document.

2.6 Application of price variation clause during extended period of contracts.

The Price Variation Clause as stated above will be applied for extended time frame of a contract by following the principle stated as under,

i) Normally, if and when it is understood that a contract is not going to be completed within the scheduled time period, the contract is kept operative by extending the time of completion provisionally. During this provisional extended period the operation of the Price Variation Clause will remain suspended.

ii) If and when it is decided at the end of successful completion of the work that the delay was due to causes NOT attributable to the Contractor, then the Price Variation Clause will be revived and applied as if the scheduled date of completion has been shifted to the approved extended date.

iii) If it is decided at the end of completion of the work that the delay was due to the fault of the Contractor, then the Price Variation Clause will not be revived and NO PAYMENT will be made to the Contractor on this account. Additionally the Clause related to Compensation for Delay will be applied.

No payment will be made by applying “FROZEN INDICES “under any circumstances.

10. SPECIFICATION

1. General mine information:

Goluckdih 6 OCP V/VI Seam Floor / North Tisra colliery is in Lodna area of Bharat Coking Coal Limited. Drivage of Inclines/Drifts originates from the floor of V/VI-seam of Goluckdih 6 OCP. North Tisra colliery covering an area of 246.24 hectors is situated about 3 KM east of Jharia town and in Dhanbad District of Jharkhand. . The colliery is well connected by rail and Road. . The latitude and longitude of the colliery is 23°42'22'' to 23°44'14 North'' and 86°27'54'' to 86°27'02'' East respectively.

1.1 Geology

The details of seam structure in colliery are given below.Coal seam / parting	Range of thickness (m)/ Average Thickness (mM	Remarks
Parting (Between V/ VI Seam and IV Top Seam)	35.0	stone
IV Top -Seam	3.21	Virgin
Parting	13.79	stone
IV Bottom -Seam	5.21	Partly dev.
Parting	20.63	stone
III- Seam	16.15	Virgin
Parting	4.98	stone
II Top- Seam	1.42	Virgin
Parting	23.24	stone
II Bottom -Seam	1.83	Virgin
Parting	1.83	stone
I/II Seam	3.15	Virgin

2. Broad Technical parameters of the Inclines:

The broad technical parameters of the Inclines to be constructed at Goluckdih 6 OCP/ Notrh Tisra colliery are as follows

Sl. No	Parameters	Incline-1	Inline-2	Incline-3
1	From -To	From V/VI seam Floor to I/II-seam Floor	From V/VI seam Floor to I/II-seam Floor	From V/VI seam Floor to I/II- seam Floor
2	Total Incline length (excluding incline mouth)	660 m	660 m	660 m
3	Length of Incline mouth	30 m	30 m	30 m
4	Cross sectional area (Finished Section)	4.8m x 3.0 m	4.8m x 3.0 m	4.8m x 3.0 m
5	Inclination (Average)	1 V in 5 H	1 V in 5 H	1 V in 5 H
6	No. of inter-connections reqd/ No. of Junction Support (Length 8 m each).	4	4	4
7	Roof bolt supported length with ISMC Channel	265 m	265 m	265 m
	Roof bolt with MS Plate	265 m	265 m	265 m
8	Steel Column & Steel Girder support (Goal post Support)	50 m	50 m	50 m
9	PCC wall & Steel Girder support (Goal post Support)	48 m	48 m	48 m

* These lengths are considered for tendering purposes only and shall be subject to change depending upon the local strata/design condition.

3. Incline mouth and incline support:

3.1 Incline mouth: For all the three Inclines the incline mouth of 30 m length each is to be constructed in open excavation. This length of Incline shall be rectangular concrete box section constructed with RCC M20. The detail design for construction of incline mouth should be as per drawing supplied by the Company.(Ref drg. No.-Plate I/II)

After construction of each incline mouth, open excavation is to be back-filled and suitably leveled.

3.2 Incline support: To provide proper support, five types of support are envisaged for the Inclines.

The detail design of each type of support is to be supplied by the Company.

At the time of incline drivage, depending upon the local strata conditions, the appropriate type of support for the different zones of the inclines will be decided at the site by the Engineer in charge / project officials.

a) Steel Goal Post Support (With steel columns& steel Girder):

This type of support is to be used in first 50m length after RCC incline mouth for each incline. The support consists of steel girders placed over steel columns supported on bearing plate with anchor bolts on pedestal foundation of PCC Block. These supports are to be placed 1.2 m apart along the axis of incline C/C. The crossed girders as well as side columns are to be overlain by precast RCC roof slabs being aligned along the incline and the space between the RCC roof slabs and the solid roof / side wall shall be tightly packed with inert materials.

b) Goal Post Support (With PCC wall & steel girder)

This type of support is to be used in next 48 m length as per the site condition envisaged by EIC for the condition of weak side and weak roof.

The support consists of steel girders placed over MS bearing plate on PCC wall.

These supports are to be placed 1.2 m apart along the axis of incline C/C. The crossed girders as are to be overlain by precast RCC roof slabs being aligned along the incline and the space between the RCC roof slabs and the solid roof / side wall shall be tightly packed with inert materials.

c) Support for the normal roof (Roof bolt support with ISMC channel)

This type of support is to be used in zones with normal roof and side conditions as per decision by EIC.Each row of this support consists of 4(four) sets of fully cement grouted roof bolts. Spacing between adjacent sets of roof bolt is 1.2 m and spacing between two adjacent rows of roof bolt is 1.2 m. However, at the time of incline drivage, depending upon the local strata condition, this spacing may be reduced. Extra single roof bolt supports may also be used wherever required.

d) Support for the normal strata condition (Roof bolt with MS Plate)

This type of support is to be used in the Normal strata condition as per the decision by EIC.

It consists of set of support in a raw each comprising of four fully cement grouted roof bolts with covering MS Plates on lower end of bolt. Spacing between adjacent sets/ rowof supports is 1.2 m C/C however,at the time of incline drivage, depending upon the local strata condition, the spacing between adjacent sets may be reduced. Single roof bolt supports may also be used wherever required.

e) Junction support:

Each junction where the inter-connections meet with the main inclines is to be supported by a set of Junction support. It consists of steel cross bars placed 1.2 m apart over PCC brick wall of 400 mm thickness. The brick walls form right-angled corners at each junction. The minimum length of each arm of the brick wall should be 1.6m. at the corner. The beams are to be overlain by pre-ast RCC roof slabs and the space between the RCC roof slabs and the solid roof tightly packed with inert materials.

4. Specification for Civil and structural work:

4.1 Brick work:

Brick: Bricks shall conform to the requirements of IS : 1077 specification for common burnt clay building bricks and shall be of the first class quality. Bricks shall be of uniform deep red, cherry or copper colour, thoroughly burnt, without being vitrified, regular in shape and size and shall have sharp and square sides, edges and parallel faces to ensure uniformity in the thickness of the course of brick-work. Brick shall be free from cracks, chips, flaws, stones or lumps of any kind. They shall not show any signs of efflorescence either dry or subsequent to soaking in water. Bricks shall be sound, hard, homogenous in texture and emit a clear ringing sound on being struck.

Bricks shall be of the local standard size. Any other similar size may be accepted but no dimension shall vary more than 3 mm from the accepted size.

Bricks shall be soaked in water before use for at least six (6) hours. All bricks shall have to be approved by the Engineer. Any lot of bricks found not upto the specification must be removed from the site immediately at Contractor's own cost. Representative samples of bricks to be used may be submitted to the Engineer and his approval taken before bulk purchase.

Cement: Portland cement conforming to Indian Standard Specification IS: 269 shall be used. Cement shall be stored in weather proof sheds on dry platforms and protected from rain and moisture. Cement, which has set or partially set shall not be used.

Sand: Sand shall conform to IS: 383, 100% of the sand shall pass through IS. Sieve No.240 and not more than 15% to 35% through I.S. Sieve no.30. Sand shall have a fineness module between 2.1 and 2.5. Sand shall be clean and free from dirt, clay or other impurities. Percentage of clay or total impurities shall not be more than 5 by weight.

Mortar: Mortar for brickwork shall be 1 part cement and 6 parts sand by volume. The unit of measurement for cement shall be a bag of cement weighting 50 Kg and this shall be taken as 0.035 cu.m. Other ingredients in specified proportions shall be measured in boxes of suitable volume sand shall be measured on the basis of ts dry volume. In case of damp sand, its quantity shall be increased suitably to allow for bulkage.

Cement and sand shall be mixed dry thoroughly on clean approved platform and water shall then be added to obtain a mortar of the consistency of a stiff paste, care being taken to add just sufficient water for the purpose. Mortar shall be used as soon as possible after mixing and within 2 hours after the cement is mixed wet. Mortar unused for more than 2 hours shall be rejected and removed from the site of work. Mixture of lime putty and sand can be kept for a period of 72 hours, provided it is kept damp and not allowed to dry.

4.2 Concreting

Cement-concrete shall be either ordinary or controlled and in grades designated as M-20, as specified in IS: 456.

Cement used shall be ordinary Portland cement conforming to IS: 269. Only fresh cement shall be used. Epoxy based compound may be used under watery condition if required.

Coarse stone aggregates shall consist of uncoated, hard, strong, dense and durable pieces of crushed stone and shall be free from undesirable matter like disintegrated stones, soft, flaky or elongated particles, salt, alkali, vegetable matter or other deleterious substances.

Sand shall consist of siliceous material having hard, strong, durable, uncoated particles, free from undesirable amounts of dust, lumps, soft or flaky particles or other deleterious substances.

4.2.1 Pre-cast Concrete:

The specification for pre-cast concrete shall be exactly similar as for the cast-in-place concrete. All pre-cast work shall be carried out in a yard made for the purpose. This yard shall have a hard and levelled platform made of concrete or grouted brick soling finished smooth with neat cement plaster overlaid by a layer of G.I. plain sheets and shall have curing tank and such other facilities. The moulds shall preferably be of steel or of wood lined with G.I. sheet metal. The yard shall preferably be fenced. Lifting hooks shall be embedded in correct position of the unit to facilitate erection, even though they may not be shown on the drawings and shall be burnt off and finished after erection.

Reinforcement steel shall be clean and free from loose mill scales, dust, loose rust and coats of paints, oil, grease or other coatings, which may impair or reduce bond. It shall conform to the I.S. Specifications. All steel reinforcements including and above 6 mm diameter shall necessarily be of tested quality.

Pre-cast concrete planks after 28 days' of casting and curing ready for erection shall be transported to site by suitable means approved by Engineer. All care shall be taken that no damage occurs during transportation. All adjustments, levelling and plumbing shall be done by providing instruments, materials and men to the Engineer for checking the proper erection of the pre-cast units.

4.3 Fabrication of structural steel works

All steel materials shall comply with the IS: 2062 specifications. All workmanship and finish shall be of the best quality and shall conform to the best-approved method of fabrication. All materials shall be finished straight and shall be machined true and square where so specified. All holes and edges shall be free of burrs. Shearing and chipping shall be neatly and accurately done and all portions of work exposed to view shall be neatly finished. Shop connections shall be by welding and should maintain required quality. All welds shall be done as per IS provisions. No weld cracks/ defects will be allowed. Residual stresses should be relieved after welding.

All exposed structural steel, unless otherwise surface protected, shall be first painted with at least one coat of red oxide primer of approved quality after thoroughly cleaning all

such parts of dirt, rust, scales, greases, oils and other foreign materials by wire brushing, scraping or sand blasting, and the same shall be inspected and approved by the Engineer for painting. Afterwards, the above parts shall be finished with two coats of protective paints. The quality of the finish paint shall be as per Indian or equivalent International standard and of the colour as approved by the Engineer.

11. SCOPE OF WORK

1.0 SCOPE OF WORK:

Drivage of three nos inclines from the surface (floor of V/VI seam) of Golucdih 6 OCP to I/0 eam North Tisra colliery of Lodna area BCCL. having inclined length of 690 m each, inclination 1 in 5 each having cross section 4.8m X 3.0m finished (including 30m length from incline mouth) along with 4 (four) nos.of inter-connections at the indicated seams in plan. Detailed scope of work will be as follows:

1.1 Construction of Incline Mouths (three nos.) :

a) Open Excavation for construction of incline mouth .
b) Construction of incline mouths as per preliminary design (drawing /plate no 1)
c) Back filling and leveling of the excavated areas.

1.2 Drivage of Inclines (three nos.) :

a) Excavation for drivage of three nos. inclines of length 690 m each with finished dimensions as per specifications given in chapter 5. Required manholes are to be provided as per norms.
b) Disposal of muck: The muck produced during drivage of inclines shall be dumped in the muck disposal area (about 500m distant from the incline mouth) demarcated at specified area for the purpose by the Engineer-in-charge or his representatives whose decision regarding these areas shall be final.
c) Providing appropriate types of support for the Inclines, depending upon the local strata conditions, the appropriate type of support for the different zones of the inclines will be decided at the site by the Engineer in charge / project officials.

1.3 Drivage of Interconnections (4 nos in each incline) :

a) Excavation for drivage of four interconnections of the Inclines each of 8m length & 4.8m X 3.0m cross-sections.(Finished)
b) Disposal of muck: The muck produced during drivage of drifts shall be dumped in the muck disposal area demarcated at specified area for the purpose.
c) Provide appropriate types of support for the drifts depending upon the local strata conditions.

d) Provide Junction supports at the junction points of drifts and Inclines.

1.4 Supply of required materials etc.:

a) The company will supply to the Contractor the following materials / resources required for execution of the contract.
   i) Surface haulage
   ii) Rail & cogging sleeper
   iii) Standard coal tub
   iv) Explosive, detonator and exploder
   v) Electric Power.
   vi) Supervisory staff such as Sirdar and Overman.

b) Except the materials / resources mentioned above, the contractor shall be solely responsible to arrange, supply and provide, at his own expense, all the required materials, labour (including the supervision), plant & machineries etc. to carry out above mentioned works in conformity with the plan and specifications and with the such additional drawings and instructions as may from time to time be furnished during the contract period.

c) Drilling and blasting: Contractor shall make his own arrangement for drilling machine, drill rods, drill bits and drill panels and cables required for the work. For blasting explosives, detonator and exploder shall be supplied by the Company.

d) Transportation to site, installation / erection of all Plant and machineries including items supplied by the Company shall be responsibility of the Contractor.

1.5 Other requirements :

a) The Contractor shall be responsible for all preliminary works and construction of infrastructures including construction of all approached roads required by him. Construction of sump at the floor of the Quarry and make arrangement for pumping when ever required shall also be done by the Contractor.

b) The provision of all temporary works, surface constructional infrastructures (such as office, buildings, store, labour / staff residence, fabrication area etc.) whether of a temporary or permanent nature, and everything required for the completion of works, shall be deemed to be included in the Scope of Work.

c) Dewatering: During construction of inclines the contractor shall be responsible for dewatering. Installation and supply of face pumps and stage pumps including required pipe lines and fittings shall be responsibility of the contractor at his own cost.

Preparation of sump required and cleaning of sumps shall be done by the contractor as per the direction of the engineer. The Contractor has to adopt appropriate measures and arrangements to mitigate heavy inrush of water if encountered in course of drivage operation.

d) Ventilation: Supply and installation Auxiliary fans with necessary accessories, ducting required for the purpose shall be the responsibility of the contractor.

e) Supply of electricity: The company shall arrange for supply of electricity at one point. The contractor shall make all arrangements of transformation, transmission and distribution of electric power to the various places at the work site duly complying with Indian electricity act/rules and DGMS safety provisions. Charges for electricity shall be paid by the Company provided there should not be any misuse of the electricity. The company shall in no way be responsible for any interruption/breakdown to the supply of electric power beyond its control. To offset interruption in work duty break down in the supply of electric power, the contractor may arrange for the generation of necessary electricity, during such periods, at his own cost.

f) Supply of water: The contractor shall arrange at his own cost all the water required for the execution of the contract or for the use of his own employee. The necessary pipes and fittings for distribution of the same shall be done by the contractor

g) The contractor shall furnish all, but not limited to, equipment, materials and accessories and services to complete this work. The work shall have to be completed in all respect. Any item of work or material or equipment which may not have been specifically mentioned but incidental to or necessary for completing the works shall be provided by the contractor without any additional charge to the Company. The contractor shall also supply and/ or erect the addition or modification as will be agreed upon in writing after mutual discussions with Company’s representatives.

h) The Contractor has to adopt appropriate contingency measures and arrangements to combat hazard if encountered in course of such drivage operation.

i) The Contractor must conform to all the requirements of CMR / DGMS circulars and other statutory provisions as applicable to Indian Coal Mines.

j) The Tenderer must visit and examine the site and its surroundings before submitting his tender for obtaining all necessary information at his own responsibility, cost and risk. It shall be deemed that the bidder has visited the site and got fully acquainted with the site conditions and other prevalent conditions and fluctuations thereto irrespective of whether he actually visits the site or not and that the bidder has taken all the factors into account while placing the offer.

1.6 Technical Obligations of the Contractor :

a) The alignment of the inclines should be as far as possible according to the layout enclosed in the bid document. The starting and finishing points of the incline must be maintained by the Contractor. Any changes required in the alignment during drivage must be mutually agreed upon in writing between the Contractor and the Company

b) The finished cross-sectional area of the incline must be as per the drawing enclosed with the bid document. Any changes required during execution must be mutually agreed upon in writing between the Contractor and the Company.

c) Only DGMS approved FLP equipment are to be used in the drivage operation in underground.

d) In case heavy make of water or exceptionally bad strata are met with in the incline requiring special method of drivage or additional/ special support, the Contractor shall seek the opinion of the Company or his representative and abide by his decision regarding the usage of the same in such strata.

e) The quantities given are for tendering purposes only and shall be subject to change / modification during actual construction of the Inclines depending upon the strata conditions.

f) The items of work for which rates have been invited will be deemed to include thereof the provision of all labour, materials to be supplied, constructional plant and works whether of a temporary or permanent nature required for execution of the contract. The rates will be deemed to include thereof all the charges for any ancillary works required to be done for the execution of the contract and no additional claims for any ancillary work will be entertained.

g)The drivage of the Drifts to be considered with Road Headers.The cutting rate to be considered as 6m/Working day.

h) The three Drifts are proposed to be driven simultaneously**.**

2.0 TIME SCHEDULE

The time estimated for completion of the contract is 15 (Fifteen) months. To ensure completion of work on schedule, the operation should be planned for the higher rate of progress to take care of all exigencies.

BHARAT COKING COAL LIMITED

12. SAFETY CODE

Additional Safety Measures to be taken by the Contractor

i) Suitable scaffold should be provided for workmen for all works that can not be safely done from the ground or from solid construction except such short period of work as can be done safely from ladders. When ladder is used an extra Mazdoor shall be engaged for holding the ladders and if the ladder is used in carrying materials as well suitable foot holds and hand hold shall be provided on the ladder and the ladder shall be given an inclination not steeper then 1/4 to 1 (1/4 horizontal and 1 vertical)

ii) Scaffolding or staging more than 12 feet above the ground or floor suspended from an overhead support or erected with stationary support shall have a guard rail properly attached bolted braced and otherwise secured at-least 3 ft above floor or platform of such scaffolding or staging and ends thereof with only such opening may be necessary for the delivery of materials. Such scaffolding or staging shall be so fast ended as to prevent it from swaying from the building or structure.

iii) Working platform gangways and stairways should be so constructed that they should not sag unduly or unequally and if the height of the platform or the gangway or the stairway is more than 12ft. above ground level or floor level they should be closely board should have adequate width and should be suitable fenced as described in (i) above.

iv) Every opening in the floor of building or in working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 3 ft.

v) Safe means of access shall be provided to all working platforms and other working places.Every ladder shall be provided securely fixed . No portable single ladder shall be over 30ft. in length while the width between side rails in rung ladder shall in no case be less than 11-1/2" for ladder upto and including

10 ft.in length. For longer ladder this width should be increased atleast 1/4% for each additional foot of length Uniform step spacing shall not be exceeding 12" Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the side work shall be stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall also provide all necessary fencing and light to protect the public from accident and shall be bound to bear the expenses of defence of every suit. action or other proceedings at all that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay damages and cost which may be brought awarded in any such suit, action or proceeding to any such person or which may with the consent of the contractor he has paid to compromise any claimby any such person.

vi) All trenches four feet or more in depth shall at all times be supplied with atleast one ladder for each 100 ft. in length or fraction there of Ladder shall be extended from bottom of the trench to atleast 3' above surface of the ground. The side of trenches, which are 5ft or more in depth shall be stepped back to give suitable slope or security held by timber bracing so as to avoid danger of side to collapse. The excavated materials shall not be placed within 5 ft. of the edge, of the trench or half of the trench whichever is more Cutting shall be done from top to bottom and under no circumstances, under mining or undercutting shall be done.

vii) Before any demolition work is commenced and also during the progress of work :-

(a) All roads & 0pen areas adjacent to the work site shall either be closed or suitably protected.

(b) No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by operator shall remain electrically charged.

(c) All practical steps shall be taken to prevent danger to persons employed from risk of fire explosion or flooding. No floor, roof or other part of building shall be so over loaded with debris or material as to tender it unsafe.

viii) All necessary safety equipment, as considered adequate by the Engg-In-charge should be kept available for the use, of the person employed on the site and maintained in a condition suitable for immediate use and contractor should take adequate steps to ensure proper use of equipment by those concerned.

(a) Workers employed on mixing asphaltic materials, cement & lime mortar shall be provided with protective footwear and protective goggles.

(b) Those engaged in welding, washing and mixing or stacking of cement bags or any materials which is injurious to the eye shall be provided with protective goggles.

(c) Those engaged in welding work shall be provided with protective goggles etc.

(d) Stonebreaker shall be provided with protective goggles and protective clothing & seated at sufficiently safe intervals.

(e) When workers of employed in sewers and manholes, which are in use, the contractor shall ensure that the manhole covers are opened and are ventilated at-least for an hour before the workers are allowed to get into the manholes and the manholes so opened shall be condoned of with suitable railing and provided with warning signals or boards to prevent accident to the public.

(f) The contractor shall not employ man below the age of 18 years and women on the work of painting with products containing lead in any form Whenever man above the age 18 years are employed for the work of lead painting, the following precautions should be taken.

(1) No paint contained lead or lead products should be used except in the form of

Paste or readymade paint.

(2) Suitable face masks should be supplied for the use of workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scraped .

(3) Overall shall be supplied by the contractors to the workman and adequate

Facilities shall be provided to enable the working painters to wash during the process of work.

ix) When the work is done near any place where there is risk of drowning, necessary equipment should be provided and kept ready for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of work.

x) Use of hoisting machines & tackle including their attachments, anchors and supports shall confirm to the following standard or conditions :

(1) (a) Those shall be in good mechanical condition of sound materials and adequate strength and free from patent defect and shall be kept in good working order.

(b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality, adequate strength and free from patent defect.

(2) Every crane driver or hoisting appliance operator shall be properly qualified and no person under an age of 21 years should be in charge of any hoisting machine including any scaffold, or give signals to the operators.

(3) In case of every hoisting machine and of every chain ring hood shackle swivel and pulley block used in hoisting or lowering or as means of suspension of the safe working loads shall be ascertained by adequate means of Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load in case of hoisting machine having a variable safe working load or the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in the

paragraph shall be loaded beyond the safe working load except for the purpose of testing.

(4) In case of department machines the safe working load shall be notified by the Electrical Engineer-in-charge. As regards contractors machine the contractor shall notify the safe working loads of machine to Engineer-in-charge. Whenever he brings any machinery to site of the work he should get it verified by the Electrical Engineer concerned.

xi) Gearing, Transmission, Electric wiring and other dangerous parts of hosing appliance shall be provided with efficient safeguard. Hoisting appliance should be provided with such means as will reduce to minimum risk of accident independent of the load. Adequate precaution should be taken to reduce to the minimum risk of any part of suspended load becoming accidentally displaced.

When workers employed on electrical installation which are already energized insulating mats wearing apparel such as Gloves, Sleeves and boots as may be necessary should be provided. The workers should not wear any ring, watch & carry key or other materials which are good conductor of electricity.

xii) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is used Adequate washing facilities shall be provided at or near place of work.

xiii) These safety provisions shall be brought to notice to all concerned by display on a Notice Board at a prominent place at work spot. The persons responsible for compliance of the safety codes shall be named therein by the contractor.

xiv) To ensure effective enforcement of rules & regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer, Engineer-in-charge of the department or their representatives.

xv) Not withstanding to above clause from (i) to (xiv) there is nothing in those to exempt the contractor from the operations of any other Act. or Rule in force in Republic of India.

::

ANNEXURE I

13. CERTIFICATE

(**Only for tenderer using downloaded tender document from Website)**

1. We undertake that the tender submitted by, is downloaded from BCCL website (http://www.bccl.cmpdi.co.in) and is same in content and form (verbatim), and any deviation, if detected, at any state, would entitle BCCL to reject our bidding/offer without assigning any reason or recourse to any penal action and would be legally binding on us.
2. We undertake, we will accept the tender document as available in web site and our tender will be rejected if any tempering in the tender document is found to be done at time of opening of tender.
3. In case of any discrepancy between the tender document downloaded from web site & the master copy available in the office, the later shall prevail and will be binding on us. We will not claim on this account.

Signature:_____

(Of tenderer)

Seal:_____

DEVIATIONS/ ADDITIONAL PROVISIONS

Deviations sought by the tenderers, whether they are technical or commercial deviations and also additional provisions, included in the offer over and above the tender specifications, must only be given in formats enclosed herein from **Annexure -II to IV** (In accordance with Clause 5.2.9 " N.B. Deviations" of Detailed Tender Notice. Any willful attempt by the tenderers to camouflage the deviations by giving them in the covering letter or in any other documents than the prescribed annexure may render the tender itself as non responsive.

ANNEXURE-II

TECHNICAL DEVIATION STATEMENT FORM

The following are the particular of deviation from the requirements of the tender specifications -

Sl. No.	Clause	Deviation	Remarks (including justification)

The technical specifications furnished in the tender document shall prevail over those of any other document forming a part of our tender, except only to the extent of deviations furnished in this statement.

Signature of the Tenderer

Dtd.

Note :

(1) Where there is no deviation, the statement should be duly signed with endorsement indicating 'No Deviations'

ANNEXURE- III

COMMERCIAL DEVIATION STATEMENT FORM

The following are the particular of deviation from the requirements of the tender specifications **-**

Sl. No.	Clause	Deviation	Remarks (including justification)

The commercial terms furnished in the tender document shall prevail over those of any other document forming a part of our tender, except only to the extent of deviations furnished in this statement.

Signature of the Tenderer

Dtd.

Note :

(1) Where there is no deviation, the statement should be duly signed with an endorsement indicating ‘ No Deviations’

ANNEXURE - IV

ADDITIONAL PROVISIONS INCLUDED IN THE OFFER OVER AND ABOVE THE TENDER S PECIFICATIONS

Sl. No.	Tender Document Clause No.	Description of information

Signature of the Tenderer

:: DECLARATION ::

The tenderers are required to give a declaration that they have not been banned or de-listed by any Govt. or Quasi Govt. Agencies or PSU's in accordance with Clause No. 1.7 of Tender Evaluation & Bid Assessment in the format enclosed herein at **Annexure V to VIII**

This fact must be clearly stated and it may not necessarily be a cause of disqualification**.**

If the declaration is not given, the bid will be rejected as non-responsive.

:: DECLARATION ::

I / We hereby declare that I / We have not been banned or de-listed by any Government or Quasi-Government Agencies or PSU's.

OR

I / We hereby declare that I / We have been banned or de-listed by

_____ __ The details of which are enclosed herewith.

Signature of Tenderer

INFORMATION OF BID CAPACITY

The system of Determination of Bid Assessment Capacity will be used in case of works of estimated value of over Rs. 1.00 Crore in accordance with Chapter ‘ Tender Evaluation and Bid Assessment’.

Bidders are required to submit information on Bid Capacity as on date of this bid in the forms enclosed herein from **Annexure V to Annexure VIII**

If the required information on Bid Capacity is not given by the bidders, then bid will be rejected as non-responsi

ANNEXURE- V

EXISTING COMMITMENTS AND ON GOING WORKS.

Description of work	Place & State	Contract No.& Date	Name and address of Employer	Value of Contract (Rs.lakh)	Stipulated period of completion	Value of works remaining to be completed	Anticipated date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

Signature of Tenderer

ANNEXURE -VI

WORKS FOR WHICH BIDS ALREADY SUBMITTED.

Description of work	Place & State	Estimated value of works (Rs.lakhs)	Stipulated period of completion	Date when decision is expected	Remarks if any
(1)	(2)	(3)	(4)	(5)	(6)

Signature of Tenderer

ANNEXURE - VII

WORKS PERFORMED AS PRIME CONTRACTOR (IN THE SAME NAME) ON WORKS OF A SIMILAR NATURE OVER THE LAST 7 (SEVEN) YEARS **

Project Name	Name of employer	Description of work	Contract No.	Value of contract (Rs.lakh)	Date of issue of work order	Stipulated period of completion	Actual date of completion	Remarks explaining reasons for delay and work completed

Signature of Tenderer

ANNEXURE - VIII

Quantities of work executed as prime contractor (in the same name and style) in the last 7 (Seven) years**

(The table given below is a typical example & the contents may vary depending upon the nature & scope of work)

Year	Name of the work	Quantity of work performed ----------	Remarks (indicate contract ref.)
19… - 19…. 19… - 20…. 20… - 20…. 20… - 20…. 20… - 20….			

1. Enclose a certificate(s) from Engineer(s)-in-charge.
2. Immediately preceding the financial year in which bids are received.

Signature of Tenderer

AFFIDAVIT

Tenderers are required to submit a declaration in support of the authenticity of the credentials submitted by them along with the tender in the form of an Affidavit on Non-Judicial Stamp Paper of appropriate value as per the format provided at *Annexure IX* in accordance with Clause 25 (a) of Detailed Tender Notice.

ANNEXURE – IX

PROFORMA FOR AFFIDAVIT TO BE SUBMITTED BY THE TENDE

Non-Judicial Stamp Paper

14. AFFIDAVIT

I, _____, Partner /Legal Attorney / Accredited Representative of M/s. _____, solemnly declare that:

1. We are submitting Tender for the work ……. ……against Tender Notice No …… dated. ……..

2 * a. None of the Partners of our firm is relative of employee of …….. (Name of the Company)

b. If so, furnish the name of the partner and the name, designation and place of posting of the employee / officers employed in CIL and its subsidiaries companies.

3* a. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct and true.

b. If So, mention the name of the partner and the trade union leader & field of operation / activities.

4. All documents /credentials submitted along with this Tender are genuine, authentic, true and valid.

5. If any information and document submitted is found to be false/ incorrect any time, department may cancel my Tender and action as deemed fit may be taken against us, including termination of the contract forfeiture of all dues including Earnest Money and banning / delisting of our firm and all partners of the firm etc,.

Signature of the Tenderer

Dated …….

Seal of Notary

* Strike out whichever is not applicable.

Bharat coking coal Limited

Office of the General Manager (CMC)

Level-V, KOYLA BHAWAN BHAWAN

Dhanbad- 826005

15. ARTICLES OF AGREEMENT

The Contractor shall enter into and execute contract agreement in the prescribed form enclosed here at **"Annexure x"** as per Clause 2.1 of General Terms & Conditions.

Tenderers are not required to fill in this form. Only the successful tenderer will be required to execute this.

ANNEXURE - X

Bharat Coking Coal Limited

PROFORMA FOR EXECUTION OF AGREEMENT.

NON - JUDICIAL STAMP PAPER.

This agreement is made on …… day of …….. between ……. …….. (Name of Company) having its registered office at …… (hereinafter called the 'COMPANY' which expression shall, unless repugnant to the subject or context, include its successors and assignees) of the one part and ……. (Name & address of the Contractor) carrying on business as a (partnership/proprietorship/ Ltd. Co. etc.) firm under the name and style …… (hereinafter called the 'said Contractor' which expression shall, unless the context requires otherwise include them and their respective heirs, executors, administrators and legal representatives) of the other part.

Whereas the Company invited tenders for the work of "……" and whereas the said Contractor/Firm submitted tender for the said work and deposited a sum of Rs…….. as Earnest Money and whereas the tender of the said contract has been accepted by the Company for execution of the said work.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1) In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the tender papers hereinafter referred to.

2) The following documents which are annexures to this agreement should be deemed to form and be read and construed as part of this agreement viz.

i) Annexure-A	Notice Inviting Tender (Page .. to ..)
ii) Annexure-B	Detailed Tender Notice (Page …. to …..)
iii) Annexure-C	Tender Evaluation and Bid Assessment
iv) Annexure-D	Tender Memorandum
v) Schedule –A	General terms & conditions. Special conditions and General technical specification (Page …. to …)
vi) Schedule-B	The probable Quantities and Amount (Page … to …)
vii) Schedule-C	Negotiation letters –
viii) Schedule-D	Letter of Acceptance/Work Order (Page .. to ..)
ix) Schedule-E	Drawings (Page .. to ..)

3) In consideration for the payment of the sum of Rs……..(W/O Value; both in words and figures) or such other sum as may be arrived at under the clause of the specification relating to Payment by items measurements at unit prices by the Company, the said Contractor shall, subject to the terms & condition contained herein execute and complete the work as described and to the extent of probable quantities as indicated in Schedule B with such variations by way of alteration, addition to or reduction from the said works.

4) The company has received a sum of Rs……. towards Performance Security Deposit (1st part of Security Deposit) in the form of demand Draft / Certified Cheque / B.G./other form (details to be furnished).

5) The said contractor hereby covenants with the company that the company shall deduct at 5% of R/A Bills as Retention Monet (2nd part of security deposit) to make the total Security as 10% (ten percent) of contract value, as per the terms & condition of the tender / contract.

IN WITNESS WHEREOF THE parties herein have set their hands and seals the date and year above written.

1	Partner.	Signature
2	Partner	Signature

On behalf of M/S……..
The Contractor, as one of the constituted attorney,
In the presence of –

1. Name _____ Signature

Address:

Occupation:

Signed by Sri …….on behalf of Signature
(Name of Company) in presence of -

1. Name : Signature
2. Address:

==========

ANNEXURE – XI

16. BANK DETAILS OF FIRM FOR ANY KIND OF FINANCIAL TRANSACTION THROUGH ELECTRONIC FUND TRANSFER (EFT)

(Fill up the details only in Capital letter)

1. Name of Bank (In Capital latter's only)

2. Branch Name

3. Address of the Bank

Pin Code

4. IFSC / NEFT No.(11 Digits Alpha Numeric)

5. Type of account : - Saving / Current

6. Account No.

Signature of tenderer

ANNEXURE – XII

17. DECLARATION OF PF

I / We hereby declare that I / We will abide by / Liable for any Registration etc., if required, with regard to PF even after award of work

Signature of Tenderer

ANNEXURE – XIII

18. INTEGRITY PACT

Between

BHARAT COKING COAL LIMITED (BCCL) hereinafter referred to as “The Principal”

And

……..hereinafter referred to as “The Bidder/Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for ----------. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organisation “Transparency International” (TI). Following TI’s national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder

confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

3. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder/Contractor

(1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

3. The Bidder/Contractor will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

I f the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

2. The Bidder accepts and undertakes to respect and uphold the Principal’s absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

3. If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 – Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders/Contractor/Subcontractors

1. The Bidder/Contractor undertakes to demand form all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders/Contractors/Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 – External Independent Monitor/Monitors (three in number depending on the size of the contract) (to be decided by the Chairperson of the Principal)

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

7. Monitor shall be entitled to compensation on the same terms as being extended to/provided to Outside Expert Committee members/Chairman as prevailing with Principal.

8. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

9. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

Section 10 – Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Dhanbad (Jharkhand)

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

---------- ----------

For the Principal For the Bidder/Contractor

Place…….. Witness 1 : ……..

Date …….. Witness 2 : ……..

19. PROFORMA OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT.

(On Non Judicial stamp paper worth Rs. 250.00)

Bharat coking Coal Limited,
Koyla Bhawan,
DHANBAD

Dear Sir,

In consideration of Bharat Coking Coal Limited/Subsidiary Company having its Registered Office at Dhanbad (hereinafter called “the Company” which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed under the terms and conditions contained in letter No……. dated……. issued in favour of M/s. ……. for ……. (hereinafter referred to as “the contract” to accept the Deed of guarantee as herein provided for Rs……. from the Schedule/ Nationalised Bank in lieu of security deposit to be made by M/s…….. (herein after called “the Contractor”) or in lieu of deduction to be made from the contractor’s bill, for the due fulfillment of the terms and conditions contained in the said contract by the contractor, we the ……. Bank (hereinafter referred to as the said Bank) having its Registered Office at Dhanbad……. do hereby undertake and agreed to pay the company to the extent of Rs……. on demand stating that the amount claimed by the company is due and payable by the contractor for the reasons of failure/negligence in performing the terms and conditions contained in the contract by the buyer and to unconditionally pay the amount claimed by the company on demand without any demur to the extent aforesaid.

We……. Bank agree that the company shall be the sole judge as to whether the said contractor has failed/neglected in performing any of the terms and conditions of the said contract and the decision of the company in this behalf shall be final and binding on us.

We the said Bank further agree that the Guarantee herein contained shall remain in full force and effect upto …….. and any claim received after the said date shall in no case bind the Bank.

The Company shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee or indemnity from time to time vary any of the terms and conditions of the

said contract or to extend the time of performance by the said contractor or to postpone any time and from time to time any of the powers exercisable by it against the said contractor and either to enforce or to forbear from enforcing any of the terms and conditions governing the said contract or securities available to the company and the said Bank shall not be released from its liability under these presents.

Notwithstanding anything contained herein the liability of the said Bank under this guarantee is restricted to Rs……. and this Guarantee shall come into force from the date hereof and shall remain in full force and effect till ……. Unless the written demand or claim under this guarantee is made by the Company with us on or before …….. all rights of the company under this guarantee shall cease to have any effect and we shall be relieved and discharged from our liabilities hereunder.

We the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the company in writing and agree that any change in the constitution of the said contractor or the said bank shall not discharge our liability hereunder.

This guarantee issued by Sri ……. who is authorised by the Bank.

Under jurisdiction of Dhanbad court only.

(Ref. Cl. 4.06)

PROFORMA OF BANK GUARANTEE IN LIEU OF EARNEST MONEY

(From Scheduled Bank / Branch acceptable to the Company) .

(On Non Judicial stamp paper worth Rs. 250.00)

M/s. Bharat Coking Coal Ltd.
Koyla Bhawan, Dhanbad 826005

Dear Sir,

1. In consideration of The…….having its Registered Office at …… (hereinafter called "the Company" which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed to exempt M/s…….. having its Registered Office at ……. ……. (hereinafter called "the said tenderers" which expression shall unless repugnant to the subject or context includes its successors and assigns) from the demand under the terms and conditions of Tender No…….. for …….. (hereinafter called "the said Tender") of each earnest money for the due fulfillment of the terms and conditions contained in the said Tender by the said Tenderer on production of Bank guarantee for Rs…….). We …….. Bank (hereinafter referred to as "the Bank") do hereby undertake to pay to the company an amount not exceeding Rs…….on demand by the company for the reason of any breach by the Tenderer of any of the terms and conditions contained in the said Tender. The decision of the company as to any such breach having been committed by the Tenderer shall be final and binding on us.
2. We, ……. Bank do hereby undertake to pay an amount due and payable under this guarantee without any demur merely on a demand from the company stating that the amount claimed is due from the tenderer for the reason of breach by the said tenderer of any of the terms and conditions contained in the said Tender or for the reason of the Tenderer failing to keep the Tender open. Any such demand made on the Bank shall be conclusive. As regard the amount due and payable by the Bank under this Guarantee shall be restricted to an amount not exceeding Rs……..
3. We, the said Bank further agree that the Guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect till a demand or claim

under this Guarantee is made on us in writing on or before the *28 days beyond the validity of the bid.* We shall discharge from all liability under this Guarantee thereafter.

4. We, the said Bank lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the company in writing and agree that any change in the constitution of the said Tenderer or the Bank shall not discharge our liability hereunder.
5. This guarantee is issued by Sri …….. who is authorized by the Bank.

Under jurisdiction of Dhanbad court only.

PROFORMA OF BANK GURANTEE FOR PERFORMANCE SECURITY OF THE CONTRACT

(On Non Judicial stamp paper worth Rs. 250.00)

To

……..

……..

Re: Bank Guarantee in respect of Contract No……
Dated……. Between …….. (name of the)
and …….. (name of the Contractor)

M/s. …….. (Name and address of the Contractor) (hereinafter called “the Contractor” with M/S. ……. (name of the Company) (hereinafter called “the Company”) to execute ……. (name of the contract and brief description of work) on the terms and conditions contained in the said contract.

It has been agreed that the Contractor shall furnish the Bank Guarantee from a Nationalised bank for a sum of Rs…….. as security for due compliance and performance of the terms and conditions of the said contract.

The ……. (Name of the Bank) having its Office at…….. has at the request of the Contractor agreed to give the Guarantor hereinafter contained.

We, the …….. Bank (hereinafter called “the Bank” do hereby unconditionally agreed with the Company that if the contractor shall in any way fail to observe or perform the terms and conditions of the said contract or shall commit any breach of its obligation thereunder, the Bank shall on demand and without any objection or demur to pay to the company the said sum of Rs……. or such portion as shall then remain due with interest without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the sum, or failing on the company to compel such payment by the contractor.

Any such demand shall be conclusive as regards the liability of the Contractor to the company and as regards the amount payable by the Bank under this Guarantee. The Bank shall

not be entitled to withhold payment on the ground that the Contractor has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between the company and the Contractor regarding the claim.

We, the …… Bank further agree that the Guarantee shall come into force from the date hereof and shall remain in force and effect till the period that will be taken for the performance of the said Contract which is likely to be ……. day of …….. but if the period of Contract is extended either pursuant to the provisions in the said contract or by mutual agreement between the contractor and the company the Bank shall renew the period of the Bank Guarantee failing which it shall pay to the company the said sum of Rs…… or such lesser amount of the said sum of Rs……. as may be due to the company and as the company may demand.

This Guarantee shall remain in force until the dues of the company in respect of the said sum of Rs…… and interest are fully satisfied and the Company certifies that the Contract has been fully carried out by the Contractor and discharged the guarantee.

The Bank further agrees with the company that the company shall have the fullest liberty without consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of the said contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the contractor and to forebear to enforce any of the terms and conditions relating to the said Contract and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the Contractor or to any forbearance, act or omissions on the part of the company or any indulgence by the Company to the Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect or relieving or discharging the Guarantor.

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

Notwithstanding anything contained herein the liability of the Bank under this Guarantee is restricted to Rs…….…… the guarantee shall remain in force till the day …….. of

…….…… and unless the guarantee is renewed or claim is preferred against the bank within six months from the said date all rights of the Company under this guarantee shall cease and the Bank shall be relieved and discharged from all liabilities hereunder except as provided in the preceding Clause.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

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

Dated., this ……. day of …….……

Signature of the authorized person

For and on behalf of the Bank
Place
Under jurisdiction of Dhanbad court only.

PROFORMA OF BANK GUARANTEE FOR MOBILISATION/

LUMP -SUM ADVANCE.

(On Non Judicial stamp paper worth Rs. 250.00)

To

Bharat Coking Coal Limited,

Koyla Bhawan,

Dhanbad

Dear Sir,

In consideration of Bharat Coking Coal Limited having its Registered Office at Dhanbad (hereinafter called "the Company" which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed under the terms and conditions of the contract no……. dated…….. entered into between Bharat Coking Coal Ltd, Regd Office at Koyla Ngagr, Dhanbad and M/s…….. having its Registered Office at …….. (hereinafter called "the Contractor" to make mobilization advance lump-sum advance to the tune of Rs……. subject to submission of the Bank Guarantee for equal amount from any Nationalised Bank(referred to as the said Bank)having its Registered Office at ……. do hereby undertake and agree to pay the company to the extent of Rs……. on demand stating that the amount claimed by the Company is due and payable by the contractor for the reasons of non refund and or non-recovery of the amount with interest thereon and to unconditionally pay the amount claimed by the company on such demand without any demur to the extent aforesaid.

We……. Bank agree that the company shall be the sole judge as to whether the said contractor has failed/neglected in performing any of the terms and conditions of the said contract and the decision of the company in this behalf shall be final and binding on us.

We the said Bank further agree that the Guarantee herein contained shall remain in full force and effect upto …….. and any claim received after the said date shall in no case bind the Bank.

The Company shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee or indemnity from time to time vary any of the terms and conditions of the said contract or to extend the time of performance by the said contractor or to postpone any

time and from time to time any of the powers exercisable by it against the said contractor and either to enforce or to forbear from enforcing any of the terms and conditions governing the said contract or securities available to the company and the said Bank shall not be released from its liability under these presents.

Notwithstanding anything contained herein the liability of the said Bank under this guarantee is restricted to Rs……. and this Guarantee shall come into force from the date hereof and shall remain in full force and effect till ……. Unless the written demand or claim under this guarantee is made by the Company with us on or before …….. all rights of the company under this guarantee shall cease to have any effect and we shall be relieved and discharged from our liabilities hereunder.

We the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the company in writing and agree that any change in the constitution of the said contractor or the said bank shall not discharge our liability hereunder.

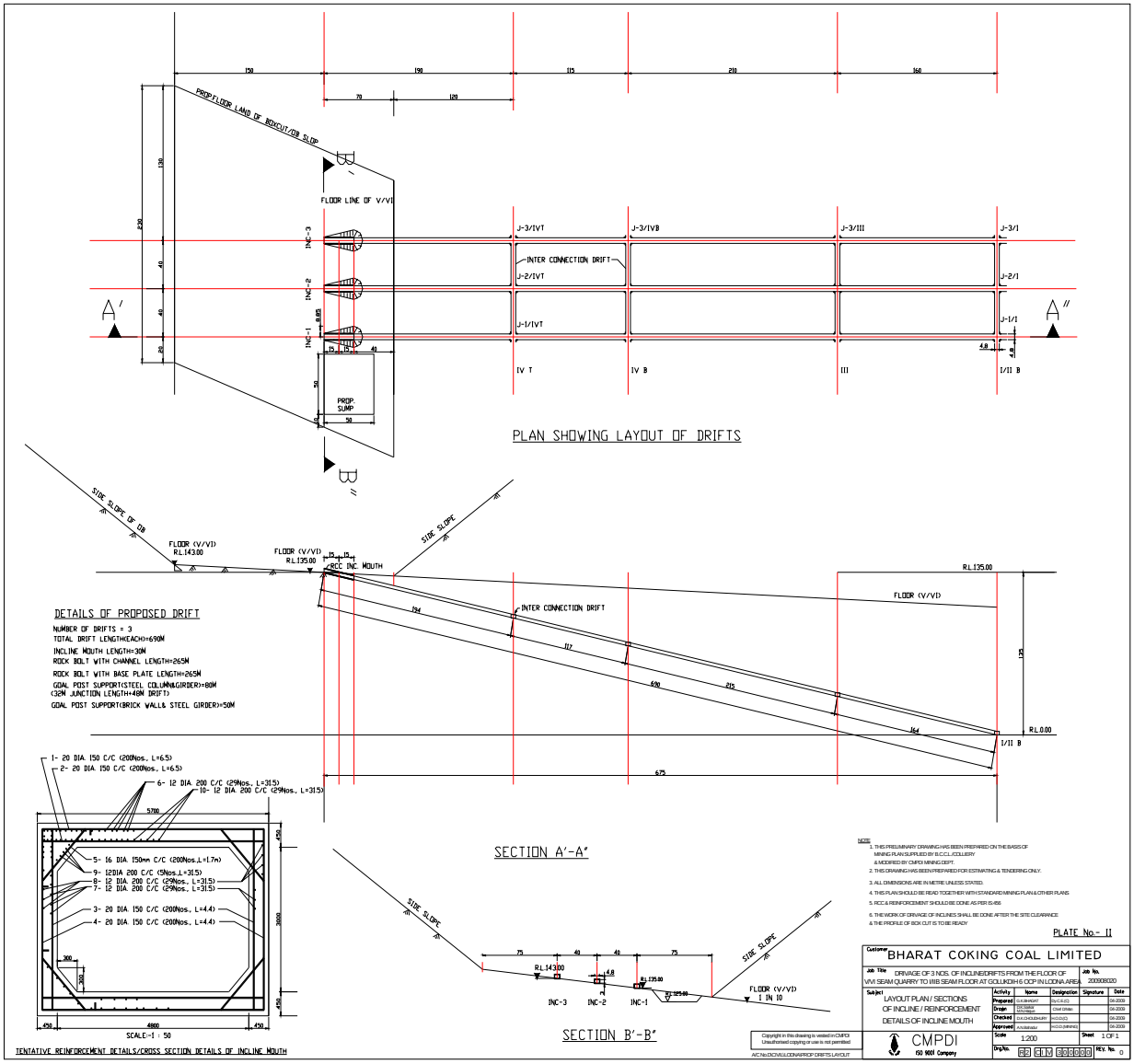
This guarantee issued by Sri ……. who is authorised by the Bank.

Under jurisdiction of Dhanbad Court only.

20. TENDER DRAWING

1.0 LIST OF DRAWINGS :

1. Mining Plan showing boundary of mine , Section of seams and Proposed Location of Inclines ..... [Plate - 1]
2. Lay out plan,section of incline and Reinforcement details of incline mouth ……..[Plate - 2]
3. Details of roof bolt support……. ..... [Plate - 3]
4. ..Details of support with steel column and steel girder: ..... [Plate - 4]
5. Details of support with PCC wall and steel girder: …….. [Plate – 5]
6. Details of Junction support…… ..... [Plate - 6].


PLAN SHOWING LAYOUT OF DRIFTS
PROP.FLOOR LAND OF BOXCUT/OB SLOP
FLOOR LINE OF V/VI
INTER CONNECTION DRIFT
J-3/IVT
J-3/IVB
J-3/III
J-3/I
J-2/IVT
J-2/I
J-1/IVT
J-1/I
IV T
IV B
III
I/II B
PROP. SUMP
SIDE SLOPE OF OB
SIDE SLOPE
FLOOR (V/VI) R.L.143.00
FLOOR (V/VI) R.L.135.00
RCC INC. MOUTH
R.L.135.00
FLOOR (V/VI)
INTER CONNECTION DRIFT
R.L.0.00
I/II B
DETAILS OF PROPOSED DRIFT
NUMBER OF DRIFTS = 3
TOTAL DRIFT LENGTH(EACH)=690M
INCLINE MOUTH LENGTH=30M
ROCK BOLT WITH CHANNEL LENGTH=265M
ROCK BOLT WITH BASE PLATE LENGTH=265M
GOAL POST SUPPORT(STEEL COLUMN&GIRDER)=80M
(32M JUNCTION LENGTH+48M DRIFT)
GOAL POST SUPPORT(BRICK WALL& STEEL GIRDER)=50M
SECTION A'-A"
SECTION B'-B"
SIDE SLOPE
R.L.143.00
R.L.135.00
FLOOR (V/VI) 1 IN 10
INC-3
INC-2
INC-1
1- 20 DIA. 150 C/C (200Nos., L=6.5)
2- 20 DIA. 150 C/C (200Nos., L=6.5)
6- 12 DIA. 200 C/C (29Nos., L=31.5)
10- 12 DIA. 200 C/C (29Nos., L=31.5)
5- 16 DIA. 150mm C/C (200Nos.,L=1.7m)
9- 12DIA 200 C/C (5Nos.,L=31.5)
8- 12 DIA. 200 C/C (29Nos., L=31.5)
7- 12 DIA. 200 C/C (29Nos., L=31.5)
3- 20 DIA. 150 C/C (200Nos., L=4.4)
4- 20 DIA. 150 C/C (200Nos., L=4.4)
SCALE:-1 : 50
TENTATIVE REINFORCEMENT DETAILS/CROSS SECTION DETAILS OF INCLINE MOUTH
NOTE:
1. THIS PRELIMINARY DRAWING HAS BEEN PREPARED ON THE BASIS OF MINING PLAN SUPPLIED BY B.C.C.L./COLLIERY & MODIFIED BY CMPDI MINING DEPT.
2. THIS DRAWING HAS BEEN PREPARED FOR ESTIMATING & TENDERING ONLY.
3. ALL DIMENSIONS ARE IN METRE UNLESS STATED.
4. THIS PLAN SHOULD BE READ TOGETHER WITH STANDARD MINING PLAN & OTHER PLANS
5. RCC & REINFORCEMENT SHOULD BE DONE AS PER IS-456
6. THE WORK OF DRIVAGE OF INCLINES SHALL BE DONE AFTER THE SITE CLEARANCE & THE PROFILE OF BOX CUT IS TO BE READY
PLATE No.- II
Customer BHARAT COKING COAL LIMITED
Job Title DRIVAGE OF 3 NOS. OF INCLINE/DRIFTS FROM THE FLOOR OF VIVI SEAM QUARRY TO IIIB SEAM FLOOR AT GOLUKDIH 6 OCP IN LOONA AREA
Job No. 200308020
Subject LAYOUT PLAN / SECTIONS OF INCLINE / REINFORCEMENT DETAILS OF INCLINE MOUTH
Activity | Name | Designation | Signature | Date
Prepared | G.K.BHAGAT | Dy.C.E.(C) | | 06-2009
Drawn | D.K.SAHU | Chief Drafter | | 06-2009
Checked | D.K.CHAUDHURY | H.O.D.(C) | | 06-2009
Approved | A.K.Bahadur | H.O.D.(MINING) | | 06-2009
Scale 1:200
Sheet 1 OF 1
Drg.No. 82 SIV 300000
REV. No. 0
CMPDI
ISO 9001 Company
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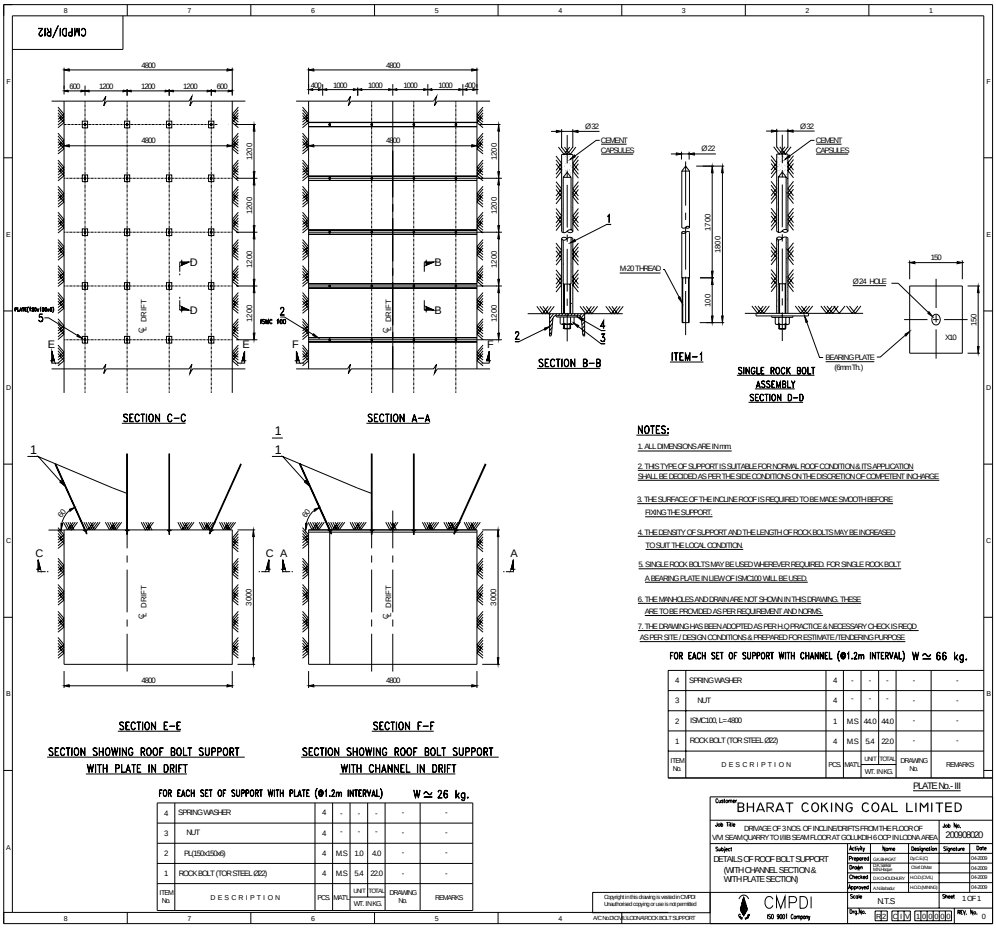
Unauthorised copying or use is not permitted
A/C No.DCIV/ULODNA/PROP DRIFTS LAYOUT



NOTES:

1. ALL DIMENSIONS ARE IN mm
2. THIS TYPE OF SUPPORT IS SUITABLE FOR NORMAL ROOF CONDITION & ITS APPLICATION SHALL BE DECIDED AS PER THE SIDE CONDITIONS ON THE DISCRETION OF COMPETENT INCHARGE
3. THE SURFACE OF THE INCLINE ROOF IS REQUIRED TO BE MADE SMOOTH BEFORE FIXING THE SUPPORT.
4. THE DENSITY OF SUPPORT AND THE LENGTH OF ROCK BOLTS MAY BE INCREASED TO SUIT THE LOCAL CONDITION.
5. SINGLE ROCK BOLTS MAY BE USED WHEREVER REQUIRED. FOR SINGLE ROCK BOLT A BEARING PLATE IN LIEW OF ISMC100 WILL BE USED.
6. THE MANHOLES AND DRAIN ARE NOT SHOWN IN THIS DRAWING. THESE ARE TO BE PROVIDED AS PER REQUIREMENT AND NORMS.
7. THE DRAWING HAS BEEN ADOPTED AS PER H.Q PRACTICE & NECESSARY CHECK IS REQD AS PER SITE / DESIGN CONDITIONS & PREPARED FOR ESTIMATE /TENDERING PURPOSE

FOR EACH SET OF SUPPORT WITH CHANNEL (@1.2m INTERVAL) W ≃ 66 kg.

ITEM No.	DESCRIPTION	PCS.	MAT.	UNIT WT.	TOTAL WT. INKG.	DRAWING No.	REMARKS
4	SPRING WASHER	4	-	-	-	-	-
3	NUT	4	"	"	"	-	-
2	ISMC100, L= 4800	1	M.S	44.0	44.0	-	-
1	ROCK BOLT (TOR STEEL Ø22)	4	M.S	5.4	22.0	-	-

FOR EACH SET OF SUPPORT WITH PLATE (@1.2m INTERVAL) W ≃ 26 kg.

ITEM No.	DESCRIPTION	PCS.	MAT.	UNIT WT.	TOTAL WT. INKG.	DRAWING No.	REMARKS
4	SPRING WASHER	4	-	-	-	-	-
3	NUT	4	"	"	"	-	-
2	PL(150x150x8)	4	M.S	1.0	4.0	-	-
1	ROCK BOLT (TOR STEEL Ø22)	4	M.S	5.4	22.0	-	-

PLATE No.- III

Customer: BHARAT COKING COAL LIMITED

Job Title: DRIVAGE OF 3 NOS. OF INCLINE/DRIFTS FROM THE FLOOR OF VM SEAM/QUARRY TO VIB SEAM FLOOR AT GOLUKDIH 6 COP IN LODNA AREA

Job No. 200008020

Subject: DETAILS OF ROOF BOLT SUPPORT (WITH CHANNEL SECTION & WITH PLATE SECTION)

Activity	Name	Designation	Signature	Date
Prepared	GAUBHAGAT	SM(C/M/E)		04.2009
Drawn	SUNIL KUMAR	Draft Man		04.2009
Checked	CHOUDHURY	HOD(C/M/E)		04.2009
Approved	A.Mahadar	HOD(MINING)		04.2009

Scale: N.T.S. Sheet: 1 OF 1

Drg.No. RV. No. 0

CMPDI — ISO 9001 Company

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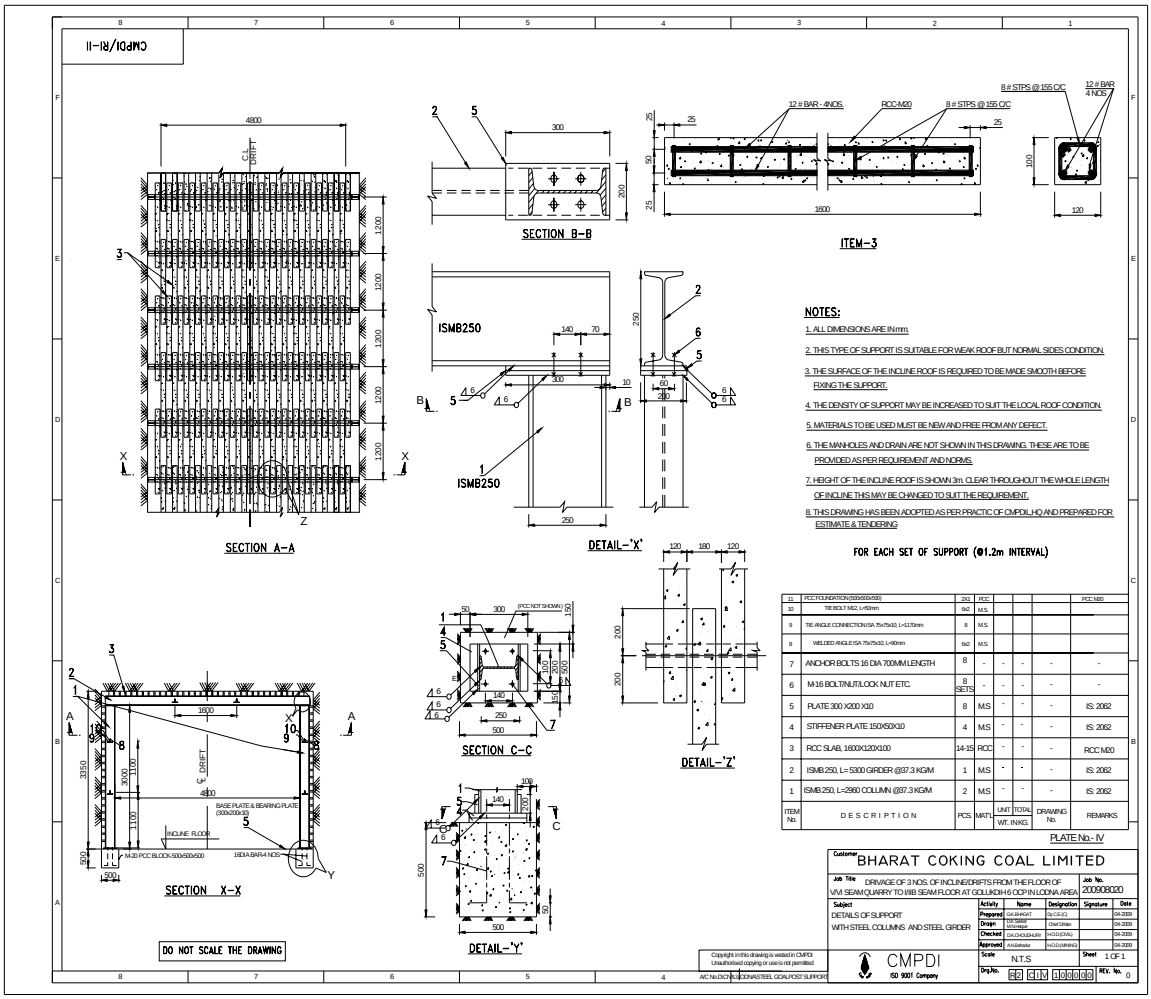
ACT\ALOCK\LALODNA\ROCK BOLT SUPPORT



ITEM No.	DESCRIPTION	PCS.	MAT'L	UNIT WT. IN KG.	TOTAL WT. IN KG.	DRAWING No.	REMARKS
11	PCC FOUNDATION (500x600x300)	2(s)	PCC				PCC M20
10	TIE BOLT M12, L=50mm	6x2	M.S.				
9	TIE ANGLE CONNECTION ISA 75x75x10, L=1170mm	8	M.S.				
8	WELDED ANGLE ISA 75x75x10, L=90mm	6x2	M.S.				
7	ANCHOR BOLTS 16 DIA 700MM LENGTH	8	-	-	-	-	-
6	M-16 BOLT,NUT,LOCK NUT ETC.	8 SETS	-	-	-	-	-
5	PLATE 300 X200 X10	8	M.S.	-	-	-	IS: 2062
4	STIFFENER PLATE 150X50X10	4	M.S.	-	-	-	IS: 2062
3	RCC SLAB, 1600X120X100	14-15	RCC	-	-	-	RCC M20
2	ISMB 250, L= 5300 GIRDER @37.3 KG/M	1	M.S.	-	-	-	IS: 2062
1	ISMB 250, L=2960 COLUMN @37.3 KG/M	2	M.S.	-	-	-	IS: 2062

Customer	BHARAT COKING COAL LIMITED					
Job Title	DRIVAGE OF 3 NOS. OF INCLINE/DRIFTS FROM THE FLOOR OF VIVI SEAM QUARRY TO VIIB SEAM FLOOR AT GOLUKIDIH 6 OCP IN LODNA AREA					Job No. 200908020
Subject	DETAILS OF SUPPORT WITH STEEL COLUMNS AND STEEL GIRDER	Activity	Name	Designation	Signature	Date
		Prepared	GK.BHUKT	Dy.G.M.(C)		04-2009
		Drawn	DR.SWAIN, MN.Majee	Chief Draftsman		04-2009
		Checked	DAS.CHOUDHURY	HOD.(EVAL)		04-2009
		Approved	AN.Bahadur	HOD.(MINING)		04-2009
		Scale	N.T.S.		Sheet	1 OF 1
		Drg.No.	CC CIN 100000		REV. No.	0

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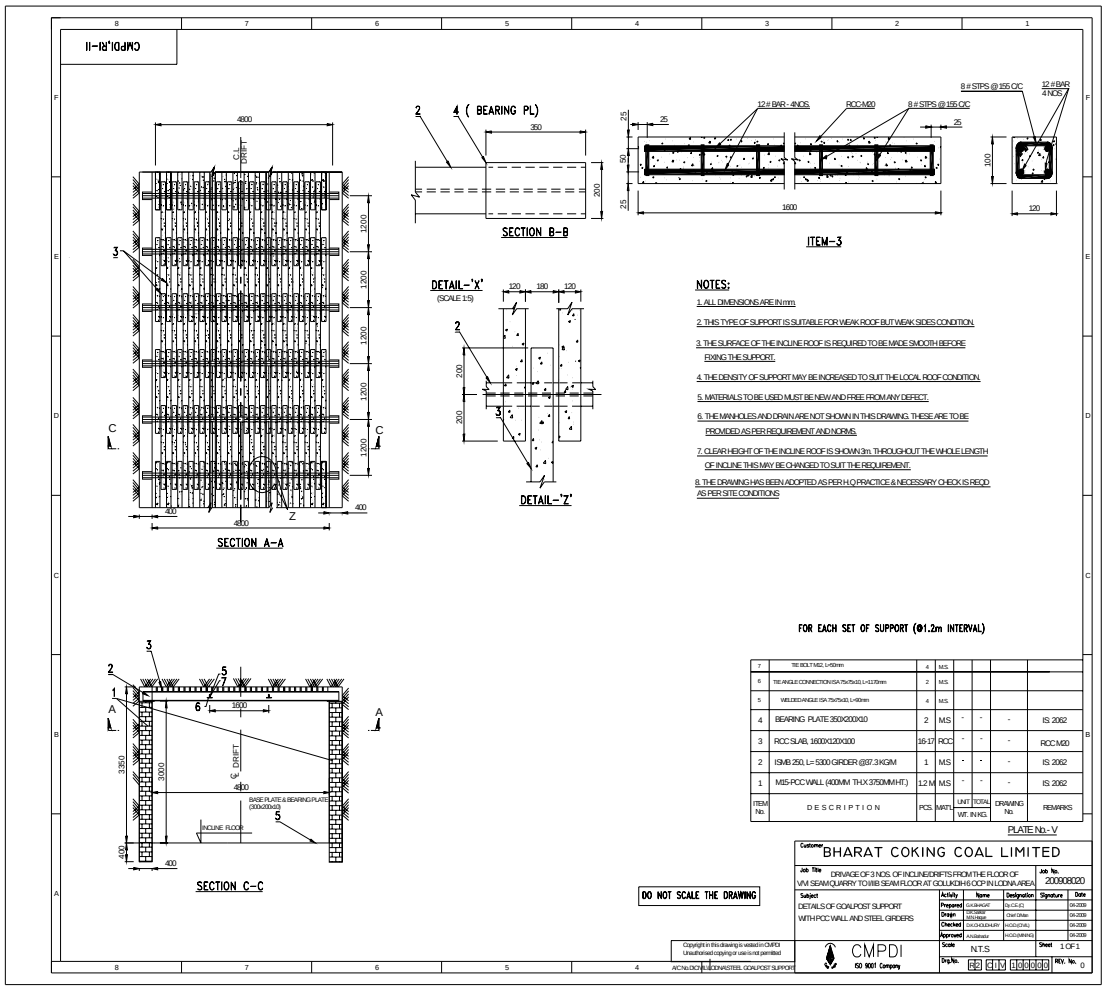
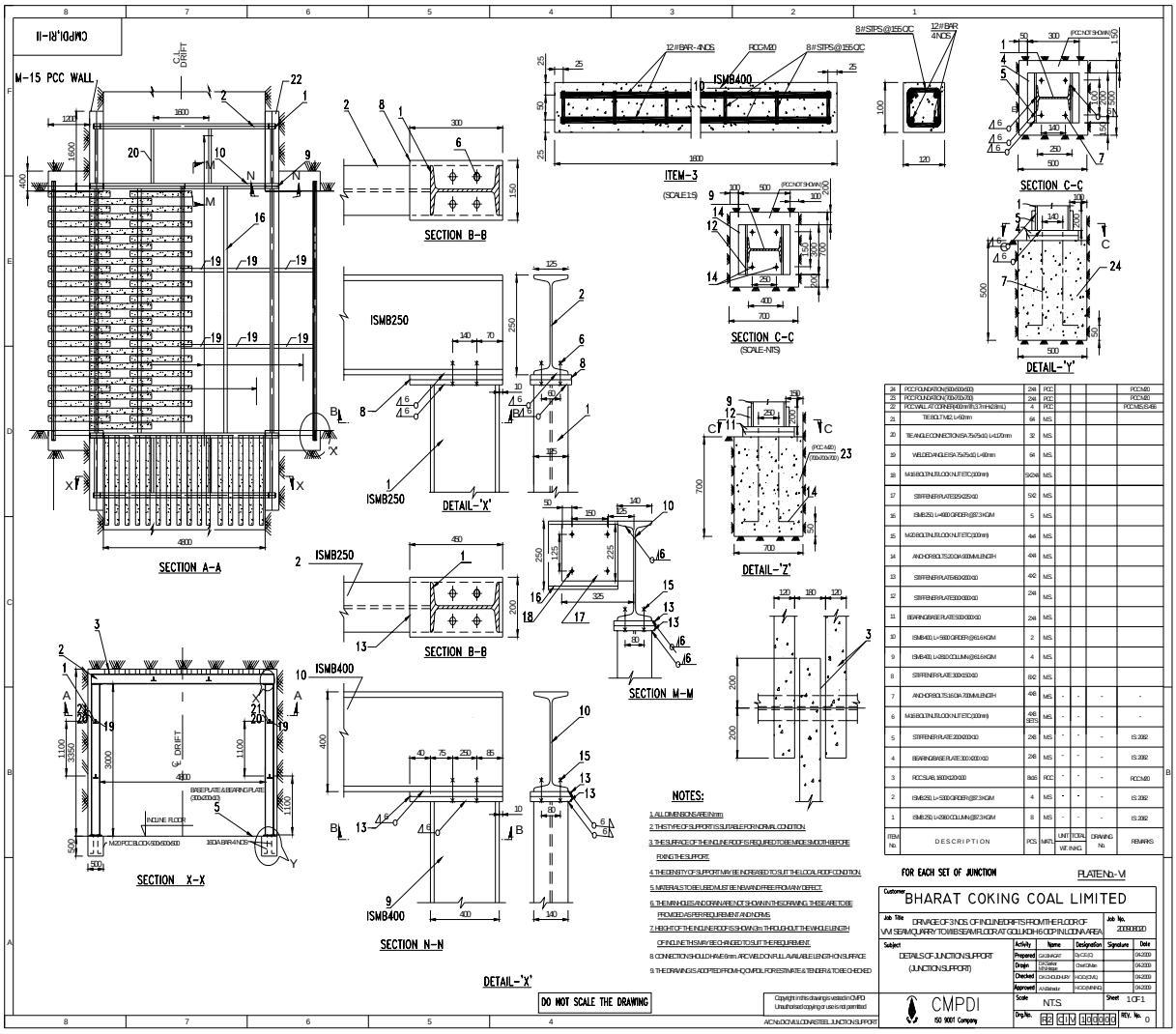
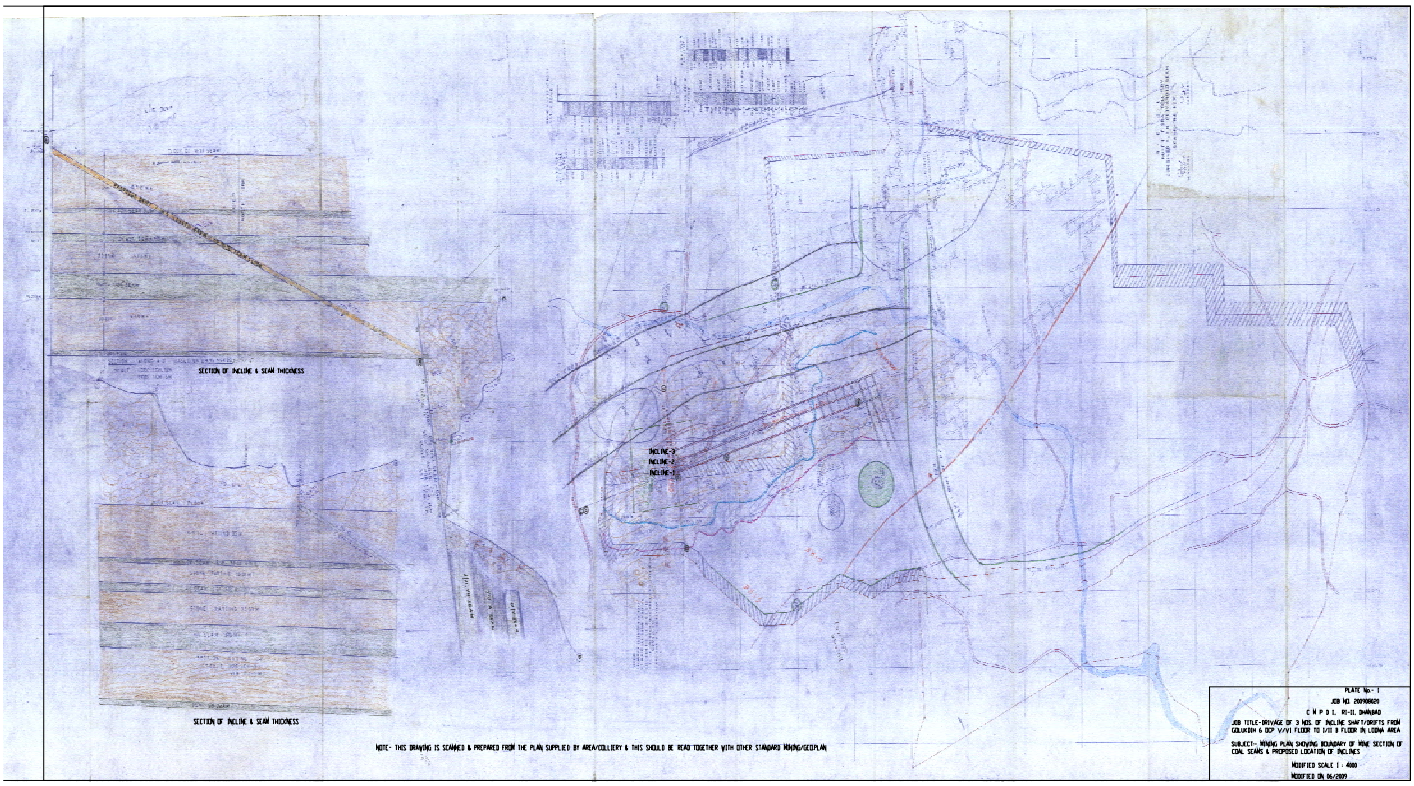


ITEM No.	DESCRIPTION	PCS.	MATL.	UNIT TOTAL WT. IN KG.	DRAWING No.	REMARKS
7	TIE BOLT M22, L=500mm	4	M.S.			
6	TIE ANGLE CONNECTION ISA 75x75x10, L=1170mm	2	M.S.			
5	WELDED ANGLE ISA 75x75x10, L=90mm	4	M.S.			
4	BEARING PLATE 350X200X10	2	M.S.	- - -		IS 2062
3	RCC SLAB, 1600X120X100	16-17	RCC	- - -		RCC M20
2	ISMB 250, L= 5300 GIRDER @37.3 KG/M	1	M.S.	- - -		IS 2062
1	M15 PCC WALL (400MM TH-X 3750MM HT.)	1.2 M	M.S.	- - -		IS 2062



ITEM No.	DESCRIPTION	PCS.	MATL.	UNIT WT.	TOTAL WT.	DRAWING No.	REMARKS
24	PCC FOUNDATION (500x500x500)	2x8	PCC				PCC M20
23	PCC FOUNDATION (700x700x700)	2x8	PCC				PCC M20
22	PCC WALL AT CORNER (400mm@1.3mH x28mL)	4	PCC				PCC M15,IS 456
21	TIE BOLT M12 L=60mm	64	MS				
20	TIE ANGLE CONNECTION (SA 75x75x10 L=1.00mm	32	MS				
19	WELDED ANGLE (SA 75x75x10 L=40mm	64	MS				
18	M16 BOLTIN JTL COCK NUT ETC (200mm)	5x2x4	MS				
17	STIFFENER PLATE 325x225x10	5x2	MS				
16	ISMB 250 L=4800 GIRDER (@73 KGM	5	MS				
15	M20 BOLTIN JTL COCK NUT ETC (200mm)	4x4	MS				
14	ANCHOR BOLTS 20 DIA 900 MM LENGTH	4x4	MS				
13	STIFFENER PLATE 450x200x10	4x2	MS				
12	STIFFENER PLATE 300x300x10	2x4	MS				
11	BEARING BASE PLATE 500x300x10	2x4	MS				
10	ISMB 400 L=5800 GIRDER (@61.6 KGM	2	MS				
9	ISMB 400 L=2810 COLUMN (@61.6 KGM	4	MS				
8	STIFFENER PLATE 300x150x10	8x2	MS				
7	ANCHOR BOLTS 16 DIA 700 MM LENGTH	4x8	MS	-	-	-	-
6	M16 BOLTIN JTL COCK NUT ETC (200mm)	4x8 SETS	MS	-	-	-	-
5	STIFFENER PLATE 200x200x10	2x8	MS	-	-	-	IS 2062
4	BEARING BASE PLATE 300x300x10	2x8	MS	-	-	-	IS 2062
3	PCC SLAB 1600x120x100	8x16	PCC	-	-	-	PCC M20
2	ISMB 250 L=5800 GIRDER (@73 KGM	4	MS	-	-	-	IS 2062
1	ISMB 250 L=2810 COLUMN (@73 KGM	8	MS	-	-	-	IS 2062


SECTION OF INCLINE & SEAM THICKNESS
SECTION OF INCLINE & SEAM THICKNESS
INCLINE-3
INCLINE-2
INCLINE-1
NOTE:- THIS DRAWING IS SCANNED & PREPARED FROM THE PLAN SUPPLIED BY AREA/COLLIERY & THIS SHOULD BE READ TOGETHER WITH OTHER STANDARD MINING/GEOPLAN
PLATE No:- I
JOB NO. 20090820
C M P D I, RI-II, DHANBAD
JOB TITLE:-DRIVAGE OF 3 NOS. OF INCLINE SHAFT/DRIFTS FROM COLLIERY & DCP V/VI FLOOR TO I/II & FLOOR IN LEONA AREA.
SUBJECT:- MINING PLAN SHOWING BOUNDARY OF MINE SECTION OF COAL SEAMS & PROPOSED LOCATION OF INCLINES
MODIFIED SCALE 1 : 4000
MODIFIED ON 06/2009

[Containing 10 Pages]

Bharat coking CoalLimited

Office of the General Manager (CMC)

Level-V, KOYLA BHAWAN

Dhanbad 826005

PART-II

21. (Price Bid)

1.	Name of Work	:	**a)Drivage of 3 Nos incline shaft/drift including incline mouth construction from the floor of V/VI seam quarry to I/0 seam floor at Goluckdih 6 OCP North Tisra colliery at Lodna Area BCCL having inclined length of 690 meter each, at 1 in 5 gradient and each having a cross- section 4.8m X 3.00 m along with four nos. inter-connections junction only in each drift by mechanized method using Road header.**.
2.	Place of Work	:	Lodna Area, BCCL
3.	Tender Notice No. & Dated	:	BCCL / GM(CMC)/ Drift drivage / 2009 / 1480 Dated 06/10/2009

TO

General Manager (CMC)

BCCL, DHANBAD

Bharat Coking coal Limited

Office of the General Manager (CMC)

Level-V, KOYLA BHAWAN

Dhanbad 826005

PART-II (PRICE-BID)

NIT NO. BCCL / GM(CMC)/ Drift drivage / 2009 / 1480 Dated 06/10/2009

INSTRUCTION TO BIDDERS FOR QUOTING THE RATES

1. Rates are to be quoted in words as well as in figures.

2. It is to be noted that whether type written or hand written, the correction should be avoided.

"Corrections where unavoidable, shall be made by crossing out & rewriting, attested with full signature and date by the tenderer. Erasing or over writing in the tender documents may disqualify the tender."

****

3.0 FORMS OF PRICE BID:

3.1 FOR INCLINE NO. 1,2 & 3 (Basic works)

SL. No.	Description of Work	Unit	Quantity	Unit rate Rs.	Amount Rs.
1.0	**For Incline mouth construction (30m each) :**				
1.1	**Incline Mouth** **Open Excavation work :** Earth work in excavation of box-cut for construction of incline mouth having foundation setting for finished rectangular external cross section (5.6m x 3.9m) RCC -Box of about 30 m length along the incline axis in mixed type/ordinary rock of strata and preparing safe/workable side slopes with suitable disposal/filling/compacting the excavated earth when and after construction of Incline mouth as per the drawing Plate No.- I/II /instruction of EIC (3 Nos. of incline x 30m length)	m^3	3000		
1.2	**Incline Mouth** **RCC- M20 work :** Construction of Rectangular box type (4.8mx 3.0m internal finished section as per drawing) incline mouth structures of reinforced cement concrete grade M-20 as per practice/Code IS: 456 along a length of 30m including deployment of necessary shuttering, vibrators, safety devices etc. complete as per drawing Plate No. -II and instruction of EIC excluding the cost of reinforcement. (3 Nos. of Incline mouth x 30m length)	m^3	780		

1.3	**Incline Mouth** **Steel Reinforcement work** : Steel reinforcement work of ribbed tor steel for RCC work in Rectangular box of incline mouth structures as mentioned in drawing and practice conforming to IS: 456 code including cutting, bending, binding and placing in position inclusive of binding wire etc. complete. (Refer Drg. / Plate No. II)	te	90		
2.0	**For drivage of incline beyond the incline mouth & U/G incline support :**				
2.1	**Excavation** a)Excavation for the drivage of incline/drift having finished rectangular cross section (4.8m X 3.0m internal face) (external as and where required accordingly) beyond the incline mouth including man holes, foundation trench and drain for an incline length of along the incline axis and disposal of excavated materials at suitable place and extra cutting/excavation/dressing surfaces and disposing waste materials out side for finishing the surfaces suitable for use in supporting structure as and where required as per the drawing or instruction of EIC. (for 3 Nos. inclines x 660 m length each) cross section work as per drawing/ instruction of EIC (Ref . Drg / Plate No. I/ II)	m	1980		

2.2	**Steel goal support (With Steel Columns & Steel Girders) For 3 Nos.x 50 m length of weak roof** The support consisting of cross girders/beams of ISMB-250, at 1.2 m c/c apart connected with both ends on ISMB 250 columns with 4 Nos. of bolts of 16 Dia. on each side. The Columns are welded on full available length with base plate/connecting plate and connected/supported on bearing plate on the suitable PCC- M20 foundations with anchor bolts. The ISMB column and girders should have suitable welded angle ISA75x75x10mm with hole in each for connecting tie members ISA 75x75x10mm both sides. The cross bar girders are to be overlain by pre-cast RCC M20 grade roof slabs being aligned along the incline and the space between the RCC roof slabs and the solid roof tightly packed with inert materials. Space between the side wall of incline and steel column, pre cast M20- RCC slabs should be tightly packed. The portals formed by ISMB 250 girder and columns should be suitably transforming loads from roof to foundation with stability as a whole. The construction should conforming to practices as per Code IS: 800/IS:456 and other relevant codes. (Refer drg. No / Plate No.IV)	Sets	120		

2.3	**Goal Post Support** **(With PCC -wall and Steel Girders)** **For 3 nos.x 48m length of weak sides & weak roof** The roof support consisting of cross girders of ISMB-250 at 1.2 m c/c apart placed both ends on 350mm x 200mm x 10 mm thk. Bearing plate placed on 400mm thick M15 –PCC/ brick walls constructed along the sides of incline with proper foundation. The cross girders are to be overlain by pre-cast RCC M20 grade roof slabs being aligned along the incline and the space between the RCC roof slabs and the solid roof tightly packed with inert materials. The Girder ISMB 250 members to be welded with ISA75x75x10 angle to connect tie members of ISA 75x75x10 on both sides along the incline axis as per the drawing. The construction should conforming to practices as per Code IS: 800/IS 456 and other relevant codes (Refer drg. No / Plate No.V)	Sets	126		
2.4	**Roof bolt support :** **(With ISMC channel section)** **3 Nos. of inclines x 265 m length each** Each row of this support set consists of 4(four) Nos of fully cement grouted roof bolts of tor steel having dia. 22mm across the rib and length 1.8m with bearing plate and nuts including drilling of holes of 32mm dia and 1.9m length and fixing with cement capsules. Distance between two consecutive rows of ISMC-100 channel having four roof bolts support is 1.2m C/C. (Refer drg. No/ Plate No. -III)	Sets	678		

2.5	**Roof bolt support** **(With MS Plate section)** **3 Nos. of inclines x 265 m length each** Each row of this support set consists of 4(four) Nos of fully cement grouted roof bolts of tor steel having dia. 22mm across the rib and length 1.8m with bearing plate and nuts including drilling of holes of 32mm dia and 1.9m length and fixing with cement capsules. Distance between two consecutive rows having four roof bolts in each row of such support is 1.2m. (Refer drg. No . Plate No. III)	Sets	678		

2.6	**Junction Support :** **(For 3 nos. of inclines x 4 Nos. Junctions having 8m length supports each = 12 sets of Junctions)** Junction support consists of steel cross bars placed 1.2 m apart with ISMB 250 section girders/beams and supported on two main girders/beams ISMB 400 and each ISMB 400 main beam is connected with two Main Columns of ISMB 400. Four set of portal frames formed by two ISMB 250 columns and one ISMB 250 girder each on the faces of four galleries at the junction. The Support system forms portal frame. The Cross girders/columns shall be welded with ISA 75x75x10 mm angle which will connect tie members ISA 75x75x10mm with bolts 12mm dia as per the drawing. Columns shall be connected with tie members ISA 75x75x10mm with bolts of 12 Dia. Columns are connected firmly with the help of base plate with welding and bearing plate with anchore bolts on PCC foundation. Under the roof of incline gallery with PCC brick wall of 400 mm thickness at junction wall forms right-angled corners at each junction. The minimum length of each arm of the PCC brick wall should be 1.6 m and cover up to full height at all four corners. The girders/beams are to be overlain by pre-cast RCC -M20 roof slabs and the space between the RCC roof slabs and the solid roof tightly packed with inert materials. No voids should be left out in between roof and beams and the junction support system should have suitable for transforming loads from roof to foundation with stability. The steel and concrete work should follow with the drawing/EIC and relevant IS codes. (3 Nos of incline x Each incline 4 Nos. of Junctions) (Refer drg. No / Plate No. VI)	Sets	12		
				TOTAL AMOUNT	

1. Total cost of Incline mouth(Item no. 1.1 to 1.3) : Rs.----------

2. Total cost of drivage of incline beyond the incline mouth(Item no. 2.1 to 2.6) : Rs ----------

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Total cost of incline drivage including incline mouth(1+2) : Rs. ----------

Signature of Tenderer

NOTE : THIS CORRIGENDUM NOTICE MAY BE SUBMITTED ALONG WITH PART –I OF THE TENDER

BHARAT COKING COAL LIMITED
(A Subsidiary of Coal India Limited)
OFFICE OF THE GENERAL MANAGER (CMC)

KOYLA BHAWAN, KOYLA NAGAR, DHANBAD-826005

Ref.**No:-BCCL/GM(CMC)/Drift Drivage/2009/1510** **Date : 12.10.2009**

(i)Tender Notice :- Drift Drivage.

(ii)NIT Ref. No:- BCCL/GM(CMC)/Drift Drivage/2009/1480 dtd. 06.10.2009

(iii)Name of Work:- Drivage of 3 Nos incline shaft/drift including incline mouth construction from the floor of V/VI seam quarry to I/0 seam floor at Goluckdih 6 OCP North Tisra colliery at Lodna Area BCCL having inclined length of 690 meter each, at 1 in 5 gradient and each having a cross- section 4.8m X 3.00 m along with four nos. inter-connections junction only in each drift by mechanized method using Road header.

Corrigendum

Following correction is being incorporated and is to be treated as the integral part of Part – 1 of the NIT/Tender Document.

In the 4th column of the table in the first page of the NIT the Period of Completion Should be read as 15(Fifteen) months instead of 12 (Twelve) months.

All other clauses of the above NIT/Tender Document will remain unchanged.

S/d-

G**eneral Manager (CMC),**
BCCL, DHANBAD

Our aim:-QUALITY COAL TO CONSUMERS

DISTRIBUTION:

Justice Sri Ashok Kumar Chakraborty(Retd.),BB-69,Sector-I, SaltLake, Kolkata- 700064

PRO – With a request to publish the corrigendum notice in the same local Newspaper as well as National Newspaper in which the original Tender Notice was published as per norms of the Company and also advise the publisher concerned to send the paper cutting to the Tendering Authority.

CC: D(P)/ DT(OP)/DT(P&P) /D(F) / CVO, BCCL, Koyla Bhawan.

CC: GM(IE)/CGM(E&M)/CGM(Cordn)/CGM(S&M)/CGM(Excav)/ CGM(Finance)/GM(C)/ GM(P&P), BCCL, Koyla Bhawan.

CC : RD, CMPDI,RI-II, Dhanbad

CC: GM(System), BCCL, Koyla Bhawan.

CC: Sr.ES to CMD for kind information of CMD.

CC: CGM (Admn), BCCL, Koyla Bhawan, with a request to display this NIT in Koyla Bhawan Notice Boards.

CC: All CGMs/GMs in the Areas including Washery Zones for wide circulation through display in the Notice Boards.

CC: CGM (Production), CIL, Kolkata.

CC: GM/CGM (Contract Management Cell), ECL/WCL/CCL/SECL/NCL/MCL.

CC : Chief Sales Manager, BCCL, 6-Lyons Range, Kolkata-700001

S/d-

General Manager (CMC),
BCCL, DHANBAD