

**REGISTRATION OF
CONTRACTORS FOR TRANSPORTATION
OF COAL &/ SAND INCLUDING ALLIED
JOBS ON SCHEDULE OF RATES IN
BCCL**



**(FOR REGISTRATION)
Vol. - I**



NOTICE INVITING APPLICATION FOR REGISTRATION OF CONTRACTORS

Ref. No. BCCL/GM(CMC)/NIA/ SOR -REGISTRATION-2015/1446 Date : 09/12/2015

Bharat Coking Coal Limited invites applications from bonafide and experienced contractor (s) for registration on satisfying the eligibility criteria mentioned hereunder and in the prescribed application forms for works of transportation of coal &/ sand including allied works under SOR of BCCL. The registration shall be valid for two years from the date of registration.

1.Types of Work and Category :

The Registration of Contractors for transportation of coal & / sand including allied works:

2.Eligibility criteria :

2.Eligibility criteria :

Applicants desirous of registration should fulfill the following –

Experience of executing any single work in any financial 12 months in the preceding seven years.	Registration fee to be submitted along with application. (non refundable)	Minimum number of tipper/truck, Pay loader to be owned
Rs.10.00 lakhs	Rs.10,000/-	1(one)tipper/truck** 1(one) payloader**

* The work execution experience should relate to transportation of material similar to coal &/ sand as a prime contractor. In case the experience relates to a sub-contract then proof of provision of sub-contract in the prime contract is required to be submitted.

** Declaration in the form of Affidavit in support of the ownership of the minimum strength of fleet (truck/tipper/pay loader etc) is required to be submitted. An undertaking for the balance fleet/equipment required for the work that they would hire and deploy the same if the work is awarded to them. This also would be submitted along with Part – I tender document for any respective work.

3.Registration Fee:-

Registration fee of Rs.10,000/- (Rupees Ten Thousand) only, which is non refundable, is to be deposited in the form of Demand Drafts/Banker's Cheque drawn in favour of Bharat Coking Coal Limited drawn on any scheduled Bank payable at its branch at Dhanbad with the application form. Applications without registration fee shall stand rejected outright without any reference or correspondence.

4.Availability of Forms :

The application forms/document may be obtained on payment of Rs.500/- (Rupees five hundred only) which is non refundable by cash or bank draft drawn in favour of the Bharat Coking Coal Limited, payable at its branch at Dhanbad from the following places from **18.12.2015** to **17.12.2017** from 10.00 AM to 1.00 PM(on all working days).

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

(ii) Office of the Desk Incharge, BCCL, 6 ,Lyons Range, Kolkata.

Application form is also available on the website of BCCL at <http://bccl.gov.in>.

The company shall not be responsible for any delay/ difficulties / inaccessibility of the downloading facility for any reason whatsoever. The downloading facility shall be available during the period of sale of application form.

The applicants, who will download the application forms from the website of the company, will be required to pay the cost of application form by Bank Draft drawn in favour of Bharat Coking Coal Limited on any scheduled Bank payable at its branch at Dhanbad at the time of submission of the filled in application in a separate envelop. If the cost of downloaded Application form/document is not submitted with the filled in application this shall stand rejected outright without any reference or correspondence.

The applicants will be required to submit an undertaking that they will accept the application form as available in the website and their application shall be rejected if any tampering in the application form is found to be done at the time of opening of applications.

5. Instructions to the Applicants :

1. This registration is without prejudice to the company's right to publication of open general notice in newspapers inviting tenders from time to time for individual works and to the company's general terms and conditions of contract. The registered contractors may purchase tender documents for submission of tender on receipt of intimation of issue of Tender Notice or in response to the company's open general notice inviting tenders, which shall be considered along with the other tenders received by the company.

2. Only one application can be submitted by the applicant.

3. The applicant shall furnish further documentary evidence, clarifications if required by the company, in support of his eligibility.

4. The applicants who shall be registered by the company after scrutiny of the applications will be informed of their registration.

5. Demand Drafts/Banker's Cheque required to be submitted along with NIA shall have validity of minimum one month from the date of submission of NIA.

Note : The Existing SOR registered transporters whose registration is going to expire are also required to apply for Registration. Their registration will come into force from the date of their expiry of the present registration. All the Terms & Condition of SOR and it's time to time amendment will be applicable to the SOR registered contractors.

6. Receipt of Applications : From 19.12.2015 to 25.12.2017 at following office : Office of the General Manager (Contracts Management Cell), Level-V, Koyla Bhawan, Dhanbad-826005.

The company reserves the right to reject any/ all application/s without assigning any reasons whatsoever and the company's decision in the matters of registration shall be final.

DISTRIBUTION:

CC PRO – with a request to publish the abridge of this NIA as under, in local as well as National dailies as per norms of the Company in local, regional and national leading news papers and also send the paper cutting to this department.

CC: D(P)/ D(T)OP/ D(T)P&P /D(F)/ CVO

CC: GM(Cordn)/GM(S&M)/GM(Excav)/GM(P&P)/GM(M&M)/GM(Finance)I/c/
GM(E&M)I/c/GM(IE)/GM(System)

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

CC:HOD (Admn) with a request to display this NIA in Koyla Bhawan Notice Boards.

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

CC: Desk Incharge, BCCL, 6, Lyons Range, Kolkata.

CC: CGM/GM (Production), CIL, Kolkata.

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

CC: Sri R.K. Chaubey , Sr DEO, CMC Deptt. BCCL/Sri B.N. Banerjee, DEO, CMC Deptt. BCCL
To display this NIA on BCCL Website (Soft copy of this NIA is enclosed herewith)

-sd-

General Manager
(Contract Management Cell)

Abridge NIA

Notice Inviting Application for Registration of Contractors

Ref. No. : BCCL/GM(CMC)/NIA/SOR-REGISTRATION-2015/1446 dated 09.12.2015

General Manager, Contract Management Cell, Koyla Bhawan, BCCL, Dhanbad invites applications for registration of contractors for transportation of coal &/ sand under SOR in BCCL.

Availability of Application Forms :

From **18.12.2015** to **17.12.2017**

Receipt of Application - **From 19.12.2015** to **25.12.2017** .

For further details kindly visit our website - [http:// bccl.gov.in](http://bccl.gov.in)

-Sd-

General Manager
(Contract Management Cell)

APPLICATION FORM FOR REGISTRATION OF CONTRACTORS
 .BHARAT COKING COAL LIMITED
 OFFICE OF THE GENERAL MANAGER
 (CONTRACT MANAGEMENT CELL)
 LEVEL – V, KOYLA BHAWAN, DHANBAD.

NOTICE NO. **BCCL/GM(CMC)/NIA/SOR-REGISTRATION-2015/**
 PARTICULARS TO BE FURNISHED BY THE APPLICANT

Date : -----

1. Name and Address of the Applicant
2. Date of Commencement of Business
3. Ownership Status
 - Whether Proprietorship (furnish copy of affidavit)
 - Whether Company (furnish copies of Memorandum and Articles of Association)
 - Whether Partnership (furnish copies of registered Deed)
 - Whether Government/ Semi Government / Joint Venture Organisation (furnish documentary evidence)
4. - Type of work for Registration - Transportation of coal &/ sand including allied works as per job description
5. Registration fee of Rs.10,000/.(Rupees ten thousand only) which is non refundable, by bank draft / Banker's Cheque of any scheduled bank drawn in favour of the Bharat Coking Coal Limited, payable at its branch at Dhanbad. Applications without registration fee shall stand rejected outright without any reference or correspondence.s

DD/ BC No	DD/ BC date	Amount in Rs.	Drawn on

6. Details of Experience (with special reference to work done in CIL and/or its Subsidiaries)

A. Details of Works Executed During Past 7 financial Years

Sl. No.	Year	Name of Work with Work Order Reference and Brief Description	Value of work	Name of Employer	Date of Commencement of work	Date of Completion of Work	Reasons for Delays if Any

Attach copies of : (i) Work Orders (ii) Satisfactory Completion Certificates

B. Details of Works Presently at Hand

Sl. No.	Year	Name of Work with Work Order Reference and Brief Description	Value of work	Name of Employer	Date of Commencement of work	Expected Date of Completion of work	Reasons for Delays if Any

Attach copies of Work Order

Signature of the applicant with seal and date

7. Financial Resources

Particulars

Page Reference

The applicants may provide documentary evidence to prove availability of adequate financial resources to execute contracts

- a) Copy of audited Balance Sheet of last 5 years
- b) Any nationalized/Scheduled bank's **approved by RBI** reference/certificate for satisfactory conduct of accounts indicating volume of transactions, assets owned etc.
- c) Permanent Income Tax Account No. (PAN).- **mandatory**
- d) **Proof for line of Credit** from any Nationalized/Scheduled bank approved by RBI

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8. Technical Resource

- a) List of technical personnel available with the applicant with their qualifications.
- b) List of plant and machinery/ equipment, etc. available with the applicant (to be eligible the applicant must own at least one tipper/ truck in general and one pay loader having bucket capacity of 2.5 cum for coal loading & transportation work).
An undertaking in the form of Affidavit for owning of the minimum number of tipping trucks & payloader is required to be submitted.

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9. Other Details

- a) Details of registration/ enlistment with government/ semi government organisations, if any
- b) Certificate of Registration as per statutory requirements under Contract Labour Laws, as may be applicable
- c) Name of bankers
- d) **Bank A/c No. (this shall not be altered subsequently and the same may be used for issuing cheques against executed works)**
- e) **Type of account i.e. saving/ current**
- f) Affidavit (without this application is liable to be rejected)
- (g) Any other particulars as may be relevant.

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NOTES :

- 1) Separate sheet may be attached furnishing details indicating the relevant item number in the application form, if necessary.
- 2) The notice inviting application for registration in response to which this application is submitted, is without prejudice to the company's right to the publication of open general notice from time to time for individual work and to the general terms and conditions of contract as applicable thereon.
- 3) Each application should be submitted in a bound paged file indicating name and address of applicant at the left side bottom, superscribing "Application for Registration of Contractors" addressed to General Manager, Contract Management Cell, Level-V, Koyla Bhawan, Dhanbad – 826005.
- 4) Erasures/ overwritings, if any, may disqualify the applicant. Corrections, where necessary, shall be made by crossing out and rewritten attested with full signature and date.
- 5) Application should be properly filled up in English/ Hindi and submitted as per instruction. Otherwise this is liable for rejection.
- 6) **Only one application can be submitted by the applicant along with requisite registration fee.**
- 7) Application for registration should be submitted for the **jobs** required as specified in the Notice inviting application and as per instruction contained therein.
- 8) Canvassing in any form is prohibited and applications submitted by the applicants who resort to canvassing is liable to be rejected.

Signature of the applicant with seal and date

**Format for Affidavit:
Non-Judicial Stamp Paper.**

AFFIDAVIT.

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

1. We are submitting Application for the Registration as transporter for coal/sand under SOR -13 against N I A. No.dated.....
2. None of the Partners of our firm is relative of employee of Bharat Coking Coal Limited
3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct and true.
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 at 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

BHARAT COKING COAL LIMITED

(A Subsidiary of Coal India Limited)

BOOKLET FOR CONTRACTS ON

SCHEDULE

INCLUDING RATES-NORMS

TERMS AND CONDITIONS

(FOR REGISTRATION)

Vol. – II



**ALL PAGES TO BE SIGNED WITH DATE AND
SEAL BY THE PROSPECTIVE APPLICANT AS A
TOKEN OF ACCEPTANCE OF THE TERMS AND
CONDITIONS CONTAINED IN THIS
REGISTRATION BOOKLET & ENCLOSURES
SUBMITTED**

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Document issued to :

Date :

Signature of issuing official of BCCL

PREAMBLE & GENERAL INFORMATION

1.0. This shall be known as “**SCHEDULE OF RATES OF BCCL**” for Coal and Sand transportation including allied jobs circulated centrally by BCCL Headquarter time to time.

2.0. This will be applicable for the contracts awarded inviting Discount Bids Notices amongst eligible valid registered contractors of BCCL who are registered with BCCL under the category of transportation of coal and sand.

3.0. The prevailing Schedule of Rate is **SOR15-17** and is effective from **01.04.2015** and will be revised only for variation in contractor worker's wage approved by CIL and diesel escalation/ de-escalation. This **SOR 2015-17** will be applicable with effect from **01.04.2015** for all the contracts whose Estimate is prepared based on SOR 2015-17 and Notice Inviting Discount Bid is invited after 31.03.2015 for the period of work commencing from 01.04.2015 or later. Escalation/ de-escalation shall be payable/recoverable from the date of such change only in case of variation of price of diesel & wage of contractor worker. However, the escalation for the quantities executed will be paid after one month, i.e. in the bills of next month. However If the contract is to be extended beyond the stipulated period for completion of the work due to fault on the part of the contractor, escalation on price should not be allowed further.

4.0. BCCL mines area spread in the states of Jharkhand and West Bengal.

4.1. The rates as on **01.04.2015** subject to diesel and contractor worker's wage approved by CIL escalation/ de-escalation as stated above will be applicable.

a. Such rates shall be based on the retail sale price of diesel at IOC, Dhanbad for all the BCCL mines located in Jharkhand State.

AND

b. Such rates shall be based on the retail sale price of diesel at IOC, Asansol for all the BCCL mines located in West Bengal State.

AND

c. Such rates shall be based on the contractor worker's wage approved and circulated time to time by CIL

5.0. The diesel price at which the rates shall be circulated centrally by Headquarter will be known as diesel base price (DBP) and shall also be communicated and confirmed by Headquarter.

6.0. The award value shall accordingly be adjusted consequent to change in the contractor worker's wage approved by CIL and the diesel base price. However, the awarded value at the originally awarded contract diesel base price shall be governing while processing deviations / revisions in the contract.

7.0. Apart from the above transportation and loading rates the SOR contractors shall be eligible for compensation/ payment for the following:

(i) **PICKING CHARGES** - shall be payable only at mines where the same is being paid subject to the condition that the CGM/ GM of the Area shall certify that picking has been done. No new source / mine shall come under the purview of picking charges except with specific approval of BCCL Board. The rates payable per tonne of coal handled shall be as circulated by Headquarter

(ii) **BREAKING CHARGES** - Breaking charges in general shall not be payable henceforth unless and until the same has approval of the concerned Director (Technical) in case of emergencies like breakdown of feeder breaker or otherwise for which Area CGM/GM shall initiate a proposal giving details of breakdown, likely period of breakdown along with quantity of coal proposed to be by-passed as well value. Moreover, efforts should be made to install additional feeder breakers so that entire quantity of OCP coal passes through feeder breaker and eliminate payment on this account. Moreover, this rate shall be payable only at mines where the same is being paid subject to the condition that the CGM/ GM of the Area shall have to certify that the breaking of lumpy coal has been done.

(iii) **WEIGHTMENT CHARGES**- Rs.1.17/tonne per weightment of coal shall become payable for any distance slab only after verification of weightment challans.

Signature of the applicant with seal and date

8.0. Except otherwise provided/communicated by Headquarter no escalation will be admissible for picking, breaking and weighment charges.

9.0. Compensatory Constraint Allowance (CCA):

Compensatory Constraints Allowance will be payable only in cases where constraints in route of transportation causing detention of trucks / tippers for transportation of sand and /coal are encountered such as

- i) In operation manned railway level crossing causing substantial detention of the tipping trucks/ trucks.
- ii) Crowded bazars/ localities affecting the number of trips
- iii) Excessive detention at loading & unloading points.

The compensatory constraints allowance (CCA) to be paid for the above constraints(route wise) shall be determined by a committee constituted at Area level by the concerned Area GM/ GM consisting of Addl.G.M., A.F.M., Area survey officer and concerned Project Officer. The Committee will inspect the routes and will determine the amount of CCA to be awarded based on the weightage fixed on above mentioned reasons and will submit its report to the concerned CGM/GM of the Area, who may accept, amend or reject the recommendation of the committee and his decision will be final in this regard.

A maximum of Rs.0.70 per tonne for 0-1KM slab and Rs.1.50 per tonne for 1-2KM and above slabs in case of coal transportation from surface to surface is payable on above constraints taken severally or jointly. Similarly maximum of Rs.2.00 per cu.m. in case of sand transportation will be payable on above constraints. These being fixed rates no escalation will be payable.No CCA is payable for transportation of sand from stockyard to bunker.

10.0. Lead (Distance) Measurement:

(a) In all cases, lead (distance) means the one way shortest distance of transportation route.

(b) The lead slabs (distance) shall be as circulated by HQ.

(c) All lead measurements will be determined by a Committee consisting of Area representatives as nominated by CGM/GM of the concerned Area and one representative of Industrial Engineering Dept. BCCL H.Q.or as decided by concerned Director (Technical). The lead measurement thus taken shall have to be approved by concerned Director (Technical), BCCL. The lead measurements thus approved shall be valid until there is a change in the route of transportation.

(d) No measured approved route should be changed without the approval of the concerned Director (Technical).The responsibility of communicating the conceived/proposed changes in the route shall rest with the Area Transport Officer or the person nominated for this purpose by CGM/ GM of the Area. In case of any change in the route the proposal for changing such route isto undergo the process defined in 10 (c).

(e) The distance of all the routes for transportation are also to be verified at regular interval not exceeding three years for any route by IED/BCCL or as directed by concerned Director(Technical) and to communicate changes if may found during the surprise checks.

(f) The lead distance slab in transportation of coal/sand/OB should be within a particular distance slab if the distance measurement falls within that slab and if any extra distance is beyond a particular distance slab, it should be considered for the next slab, i.e. if distance is within and up to 1 km, it should be in distance slab of 0-1 km and if it is more than 1 km and within & up to 2 km, it should be considered in 1-2 km slab and so on and the rates/payment should be made accordingly. This procedure for fixation of lead distance slab and payment thereof will be applicable for all ongoing contracts from the date of approval and also will be applicable for future contracts.

Signature of the applicant with seal and date

If the actual measured distance in a particular slab fall within +100 meters from upper limit of that slab, then it should be measured thrice by the standing distance measurement committee and lowest of the three measurements would be taken as actual distance. Then it will be verified by a check measurement committee at HQ level duly constituted by D(Tech)OP. The observation of the check measurement committee will be taken as final and binding.

11.0. The rate of SOR does not include royalty / Cess and if these are payable the same shall be paid by the Management to the respective State Govt.

12.0 All duties, taxes (excluding Service Tax only) and other levies payable by the Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. All investments, operating expenses, 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 Bid and/or any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.

Similarly if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder in the Price bid. The item wise rate quoted shall be exclusive of service tax. Service tax will be paid extra, if payable.

Payment of service tax by the service availer (i.e. BCCL), to the service provider would be made only on the later submitting a Bill and Invoice in accordance with the provision of relevant service tax rules. CENVAT credit is to be availed by paying authority as per rule. Payment/Deposit of service tax is responsibility of the service provider.

13.0. Registration for SOR Contractors

(a) The registration process will open as per requirement of the company to facilitate further registration of new agencies as per procedure.

(b) The validity of registration will be for 2 years. The existing SOR registered transporters whose registration is going to expire are also required to apply for registration as per procedure. Their registration will come into force from the date of expiry of their existing registration provided that they apply for new registration before expiry of their existing registration.

Signature of the applicant with seal and date

AWARD PROCEDURE

1. All contracts which are proposed to be executed through registered SOR contractors through discount bid notices having wide publicity within Areas of BCCL can be awarded only after sanction of the proposed works estimate on standard format for each type of work i.e. coal or sand transportation activities for which there exist budget provisioning.

2. Works on SOR for a predefined execution period can be awarded to only eligible valid SOR registered contractors after calling e-NOTICE OF DISCOUNT BID on Schedule of Rate of BCCL for Coal and Sand Transportation. The e-NOTICE OF DISCOUNT BID is to be published on the <https://bccl.eproc.in>, <http://www.bccl.gov.in>, <http://tenders.gov.in> and also to be displayed in notice boards by the concerned Area.

The e-notice inviting discount bid document will be available on the following websites for viewing and downloading at free of cost.

1. <https://bccl.eproc.in>
2. <http://www.bccl.gov.in>
3. <http://tenders.gov.in>

The valid SOR registered contractors who get them registered online in the e-tendering portal of BCCL <https://bccl.eproc> will only be communicated about invitation of Discount Bid tender through e-mail from above e-tendering portal of BCCL. No hard copy of Discount Bid Notice/separate information will be sent to individual SOR registered contractors by post.

3. No work on SOR can be awarded over and above or at par the then prevailing approved and notified schedule of rates. The bidder must offer discount on the SOR.

4. Work to be distributed amongst registered SOR contractors in case more than one contractor is interested to do the job and have quoted same lowest rates.

5. Works to be awarded by concerned Areas CGMs / GMs as per delegation of power as in force from time to time.

6. For the works valuing Rs. 1 Crore and above the Discount Bid Notice would have the fleet requirement criteria and the bidder is required to give an undertaking in the form of an affidavit in the prescribed format given at **Annexure-B2** of tender document to deploy matching equipments/tippers/Pay loaders/Excavator etc. as per requirement of Discount Bid Notice either owned or hired. However, for works valuing less than Rs. 1 crore, the bidder is required to give an undertaking in the form of an affidavit in the prescribed format given at **Annexure-B1** of tender document to deploy equipments/tippers/Pay loaders/Excavators etc. as per requirement of the work either owned or hired.

7. Failure of the successful bidder to submit Performance security/ Initial security deposit within specified time as per the provision of **Clause No. 4.2.2** of General Terms and Conditions of SOR document, signs the Agreement, or does not start the work within stipulated time shall constitute sufficient ground for following penal action:

1. Cancellation of the award of work.
2. Cancellation of SOR registration of the contractor.
3. Debar such defaulting contractor from participating in any future tender in BCCL for a minimum period of 12 (Twelve) months.

After imposition of penal action as at (2) above, such defaulting contractor may apply for re-registration to the Director Technical, BCCL. Re-registration of such defaulting contractor will be under discretion of Director Technical, BCCL. The re- registration will be treated as fresh registration and compliance of all the provisions required for new registration need to be followed for Re-registration purpose.

8. Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

Signature of the applicant with seal and date

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS :

- i. The word “Company” or “Employer” or “Owner” wherever occurs in the conditions, means the Bharat Coking Coal Limited, represented at the headquarters of the Company by the Chairman Cum Managing Director and represented at areas of the company by Chief General Manager/ General Manager or their authorised representative or any other officer specially deputed for the purpose.
- ii. The word “Principal Employer” wherever occurs, means the authorised representative or any other officer specially deputed by the Company for the purpose.
- iii. The word “contractor”/“contractors” wherever occurs means the successful SOR registered contractor.....
- iv. “The Site” shall mean the site of the contract work including land and any building and erections thereon and any other land allotted by the company for contractor’s use.
- v. ‘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.
- vi. A ‘Day’ shall mean a day of 24 hours from midnight to midnight.
- vii. Engineer-in-charge/Designated Officer-in-charge who is of an appropriate seniority will be responsible for supervising and administering the contract, certifying payment due to the contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. 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 the 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 discount bids, the offer as accepted by the company and the formal work order/ agreement executed between the company and the contractor together with the documents referred to therein including general terms and conditions, special conditions, if any, schedule of quantities with rates and amounts, schedule of work.
- ix. The ‘works’ shall mean the works required to be executed in accordance with the contract or parts thereof as the case may be and shall include all extra or additional 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.
- x. ‘Schedule of Rates’ referred to in these conditions shall mean the standard schedule of rates prescribed by the company and the amendments issued from time to time.
- xi. The total sum arrived at based on the discount quoted by the bidder on SOR and accepted by the company.
- xii. ‘Written notice’ shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the Corporation/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.

1. CONTRACT DOCUMENTS :

The following documents shall constitute the contract documents:

- (i) LOI/ LOA / Work order/Articles of Agreement,
- (ii) Notice Inviting Discount Bids,
- (iii) Letter of Acceptance of offer indicating deviations, if any, from the conditions of contract incorporated in the Bid/Tender document issued to the bidder
- (iv) Conditions of contract, including General Terms And Conditions, Special Terms And Conditions, Additional Terms And Conditions, if any etc. forming part of the Agreement.
- (v) All Annexure (as applicable) including User Portal Agreement.
- (vi) Scope of works/Bills of quantities and
- (vii) Finalized work programme

2.1 After acceptance of offer and on execution of contract/issue of work order to proceed with the work, as the case may be, the contractor shall be furnished, free of charge, two copies of contract documents (Certified true copies), excepting those drawings to be supplied during the progress of work. 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 None of these documents shall be used by the contractor for any purpose other than this contract and the contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.

It may be noted that only Work-orders are to be issued in case of awards valuing upto Rs.5.00 lakhs and Agreements to be executed for all awards valuing above Rs.5.0 lakhs.

2. DISCREPANCIES AND ADJUSTMENTS THEREOF :

The documents forming part of the contract are to be treated as mutually explanatory of one another.

3.1 In the event of varying or conflicting provisions made in any of the document/documents 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 schedule or 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 specifications forming part of the particular contract document.

3.3 Any difference detected in the offer/ offers submitted, resulting from:

- a. discrepancy between description in words and figures the rate which corresponds to the words quoted 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 forwards in the amount quoted by the contractor shall be corrected.

The offered sum so corrected and altered shall be substituted for the sum originally offered and considered for acceptance instead of the original sum quoted by the contractor along with other offer/ offers. Rounding off to the nearest rupee should be done in the final summary of the amount instead of in totals of various sections of schedule of quantities.

3. SECURITY DEPOSIT :

4.1. Security Deposit shall consist of two parts;

- a. Performance Security (initial security deposit) to be submitted at award of work and
- b. Retention Money to be recovered from running bills.

The security deposit shall bear no interest.

4.2.1 (i) For the contracts having contractual **value of less than Rs. One crore** the following will be made applicable.

a. **Performance Security and Retention Money:**Total of performance security and retention money should not exceed 5 % of the awarded value of work or Rs 10.00 (Ten) lakhs whichever is lower.

1% of the awarded value of the contract will have to be deposited by the awardee contractor immediately after the receipt of the letter of intent/work order as Performance security (Initial Security Deposit). Balance 4% of the awarded value of work shall be recovered @ 5 % from the running bill as Retention money, till the total of performance security and retention money covers the 5 % of the awarded value or Rs 10.00 (Ten) lakhs whichever is lower.

b. **Refund of Performance Security:** The security deposit will be released after successful completion of work.

(ii) For the contracts having contractual **value of Rs. One crore and above** the following will be made applicable.

a. **Performance Security and Retention Money:** Total of performance security and retention money should not exceed 10 % of the contract amount.

Performance Security Deposit of 5% of the awarded value of the contract will have to be deposited by the awardee contractor immediately after the receipt of the letter of intent/work order. Retention money shall be recovered @ 5 % from the running bill.

b. **Refund of Performance Security:** The security deposit will be released after successful completion of work.

4.2.2 Performance Security should be submitted within **28 days of receipt of LOA** by the successful bidder/bidders in any of the form given below:

- A Bank Guarantee in the form given in the bid document **(from any Nationalized/ Scheduled Bank payable at its Branch at Dhanbad/Kolkata)**
- Govt. Securities, FDR or any other form of deposit stipulated by the owner
- Demand Draft drawn in favour of Bharat Coking Coal Ltd on any Scheduled Bank payable at its Branch at Dhanbad.

However if the contractor fails to submit the performance security within 28 days of receipt of LOA due to some reasons or otherwise and if the management takes it to be reasonable this period of within 28 days of receipt of LOA may be waived and the agency can be allowed to submit the performance security up to an extended period as deemed fit with the approval of CMD, BCCL.

3.3 If performance security is provided by the successful bidders in the form of bank guarantee(**As per Annexure-H)(payable at its Branch at Dhanbad/Kolkata)** it shall be issued either –

(a) at Bidder's option by a Scheduled Bank or

(b) by a foreign bank located in India and acceptable to the employer.

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.

4.3.1 Failure of the successful bidder to comply with the requirement as per clause no **4.1, 4.2.1, 4.2.2 & 4.3 above** shall constitute sufficient ground to take following penal action against the successful bidder:

1. Cancellation of the award of work.

2. Cancellation of SOR registration of the contractor.

3. Debar such defaulting contractor from participating in any future tender for a minimum period of 12 (Twelve) months.

3.4 **Refund of security deposit** - The refund of security deposit shall be subject to company's right to deduct/appropriate its dues against the contractor under this contract or under any other contract. On completion of the work and certified as such by the Engineer-in-charge, the security deposit remaining with the company shall be refunded.

However, for contracts of more than one year period, Retention Money may be refunded to the Contractor annually on submission of Bank Guarantee of equivalent amount, in the proforma provided with the tender document at **Annexure – I** subject to satisfactory performance of the contractor during the year. The validity of the Bank Guarantee shall be as mentioned in **Annexure- I**.

4.5 Additional Performance Security: Additional performance security shall be applicable if the bid price is below 15% of the estimated cost put to tender. The amount of such additional performance security shall be the difference between 85% of the estimated cost put to tender and quoted price. Additional performance security shall be furnished by bidder along with normal performance security. Failure to submit such additional performance security may result into termination of the contract. This additional performance security will not carry any interest and shall be released in the following manner:

i) 30% of Additional performance security will be released after 60% of the total work is completed.

ii) 50% of Additional performance security will be released after 80% of the total work is completed.

iii) 100% of Additional performance security will be released after total work is completed.

Additional performance security may be furnished in any of the forms as applicable for performance security.

5. DEVIATIONS/VARIATIONS IN QUANTITIES:

Extent and Pricing: The quantities given in the 'Schedule of Quantities' are provisional and are meant to indicate the extent of the work and to provide a uniform basis for inviting discount bids 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 contracted work, have power to make any alterations in or additions to or substitution of the original 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 Engineer-in-charge or his representative on behalf of the company.

Such altered or additional work, which shall form part of the original contract, shall be carried out by the contractor on the same conditions in all respects on which they agree to do the main works and at the same rate/rates as are specified in the contract.

5.2 If the additional or altered work includes any class of work for which no rate/rates is/are specified in the contract, rates for such items shall be determined by the Engineer-in-charge as follows:

- a. the rate shall be derived from the rate/rates for similar or near similar class of work as is/are specified in the contract, failing which
- b. the rates shall be derived from the company's prescribed schedule of rates based on which the estimate for tendering has been prepared minus the percentage by which the offered amount for the whole work quoted by the contractor is below the estimated amount as per the offer documents, failing which
- c. the rate shall be derived from contractor's rate claimed for such class of work supported by analysis of the rate/rates claimed by the contractor. The rate to be determined by the Engineer-in-charge as may be considered reasonable taking into account percentage of profit and overhead not exceeding ten percent or on the basis of market rates, if any, prevailing at the time when work was done.

In the case of composite offers, where two or more schedule of quantities for similar item description may form part of the contract, the applicable rate shall be taken from the schedule of quantities of that particular part in which the deviation is involved, failing that at the lowest applicable rate for the similar item of work in the other schedule of quantities.

However, the Engineer-in-charge shall be at liberty to cancel the instruction by notice in writing and to arrange to carry out the work in such manner as he /she considers advisable under the circumstances. The contractor shall under no circumstances suspend the work on the plea of non-settlement of rates.

5.3 Alterations in the quantities shall not be considered as a change in the conditions of the contract nor invalidate any of the provision thereof provided that a supplementary work order or agreement for the item/items involved will be necessary when the alterations involved one or more of the followings:

- i) An increase of more than 10% of the total cost of the work calculated from the original offered quantities and the contract price.
- ii) More than 10% deviation from original awarded value should require approval of next higher authority but total amount should be within the delegated power of the next higher authority.

5.4 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) as may be assessed and certified by the Engineer-in-charge.

The validity of the Bank Guarantee, if submitted by the contractor, in lieu of performance security/security deposit shall be extended in pursuant to **Clause Nos. 4** taking into consideration the period of extension.

5.5 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 for any reason and the contractor shall be bound to carry out the work in accordance with the instruction given by the Engineer-in-charge. No claim for extra charges/damages shall be made by the contractor on these grounds.

5.6 In the event of any deviation being ordered which in the opinion of the contractor changes radically the original scope and 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 or the rate/rates to be paid thereof shall be resolved separately with the company.

5.7 The re-appropriation/ reallocation of the quantities may be done with the approval of Engineer-in-charge within the stipulated contract period and contract value with the approval of the approving authority of the contract. In case the approving authority is Board, then with the approval of the CMD of the subsidiary company.

6. TIME FOR COMPLETION OF CONTRACT - EXTENSION THEREOF, DEFAULTS & COMPENSATION FOR DELAY:

Immediately after the contract is concluded the Engineer-in-charge and the contractor shall agree upon time and progress chart prepared on the basis of a transportation schedule to be submitted by the contractor showing the order in which the work is proposed to be carried out within the time specified in the contract documents. For the purpose of this 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/work order or handing over the site of work whichever is later.

6.1 If the contractor, without reasonable cause of valid reason, commits default in commencing the execution of the work within the aforesaid date, 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, failing which the Company will reserve the right to take penal action as per provision of **clause no 7 of Award Procedure** of SOR documents.

6.2 In the event of the contractor's failure to comply with 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 date of completion of 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, shall become liable to pay for penalty as under:

(i) For the contracts having contractual **value of less than Rs. One crore** the following will be made applicable.

Penal Provisions: In the event of contractor's failure to achieve at least 90 % of the assigned target a penalty of 1 % of the short fall of the value of work of the target assigned for the month shall be deducted from the contractor's running bills. The aggregate of such penalty shall not exceed 10 % of the total value of work.

(ii) For the contracts having contractual **value of Rs. One crore and above** the following will be made applicable.

Penal Provision: If the average daily progress of work during the calendar month is less than stipulated rate indicated in the detailed tender notice, penalty as detailed below will be levied.

1. If the average daily progress work executed during the calendar month is more than 80 % and less than 100 % of stipulated rate of progress, penalty equal to 10 % of the contract value of the short fall in work shall be levied.

2. If the average daily progress of work executed during the calendar month is less than 80 % of stipulated rate penalty equal to 20 % of the contract value of the short fall in work shall be levied.

3. The aggregate of the penalties so levied shall not exceed 10 % of the total contract value.

Penalties will be calculated every month and withheld. The contractor shall be allowed to make up the shortfall in the succeeding three month within the stipulated time of completion once the shortfall is fully made up, the so withheld penalty will be released.

6.3 The company may waive the payment of compensation i.e. penalty imposed , depending upon merit of the case, on request received from the contractor if the entire work is completed within the date as specified in the contract or as validly extended without stipulating any penalty.

6.4 **Extension of date of completion** - on happening of any events causing delay as stated here under, the contractor shall intimate immediately in writing the Engineer-in-charge:

- a. abnormally bad weather
- b. serious loss or damage by fire
- c. civil commotion, strikes or lockouts affecting any of the trades employed on the work
- d. 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
- e. any other causes which, at the sole discretion of the company is beyond the control of the contractor.

Signature of the applicant with seal and date

A "Hindrance Register" shall be maintained by both the Company and the Contractor at site to record the various hindrances, as mentioned above, encountered during the course of execution.

The contractor may request the company in writing for extension of time within 14 days of happening of such event causing delay stating also, if practicable, the period for which extension is desired. The company may, considering the eligibility of the request, give a fair and 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 month of the date of receipt of such request.

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.

6.5 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. However, the validity of the Bank Guarantee submitted by the contractor in lieu of Performance Security / Security Deposit shall be extended in pursuant to **Clause No. 4** and the period of extension.

6.6 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 Company or the both. The extension will have to be by party's agreement, expressed or implied.

In case the Contractor does not apply for grant of extension of time within 15 (fifteen) days of hindrance occurring in execution of the work and the Company wants to continue with the work beyond the stipulated date of completion for reason of the work having been hindered, the Engineer-in-charge at his sole discretion can grant provisional 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 to Company's right to levy compensation under the relevant clause of contract. However, the validity of the Bank Guarantee submitted by the contractor in lieu of Performance Security / Security Deposit shall be extended in pursuant to **Clause No. 4** and the period of extension.

6.7 (a) The successful bidder/ contractor will advise, in the event of his having 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 clause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition . In the event of delay lasting over one month, if arising out of Force Majeure, the contract may be terminated at the discretion of the company.

(b) For delays arising out of Force Majeure, the bidder/ contractor will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither company nor the bidder shall be liable to pay extra costs (like increase in rates, remobilization advance, idle charges for labour and machinery etc.) Provided it is mutually established that the Force Majeure conditions did actually exist.

(c) If any of the Force Majeure conditions exists in the place of operation of the bidder/ contractor even at the time of submission of bid he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.

7. COMPLIANCE OF INSTRUCTION / CONTRACT:

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 instructions of the Engineer-in-charge. The Engineer-in-charge may issue from time to time further detail instructions/directions in writing to the contractor. All such instructions/directions shall be consistent with the contract documents and should be reasonably inferable there from, along with clarifications/explanations thereof, if necessary.

8. MEASUREMENT AND PAYMENT:

Except where any general or detailed description of the work in quantities provides otherwise, measurements of work done shall be taken in accordance with the relevant standard method of measurement as applicable to the schedule of quantities/schedule of work /specification to the contract. In the case of items not covered by any of the aforesaid contract documents, measurement shall be taken in accordance with the relevant standard method of measurement issued by the Indian Standard Institution.

8.1 All items of work carried out by the contractor in accordance with the provisions of the contract having financial value shall be entered in the Measurement Book/Log Book, etc. as prescribed by the company so that a complete record is obtained of all work performed under the contract and the value of the work carried out can be ascertained and determined there from.

8.2 Measurements shall be taken jointly by the Engineer-in-charge or his authorised representative and by the contractor or his authorised representative.

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

8.4 In the event of failure on the part of contractor to attend or to send his authorised representative to attend the measurement after receiving the intimation, or to countersign or to record objection within a week from the date of the measurement, the measurement taken by the Engineer-in-charge or by his authorised representative shall be taken to be the correct measurement of the work done.

8.5 Payment on Account - The contractor shall submit interim bill/bills for the work carried out/materials provided in accordance with the contract. The Engineer-in-charge shall then arrange for verification of the bill/bills with reference to the measurements taken or to be taken or any other records relevant for the purpose.

8.6 Payment on account shall be made on the Engineer-in-charge certifying the sum to which the contractor is considered entitled by way of interim payment for 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 contract.

8.7 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 relates 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.

8.8 The company reserve the right to recover/enforce recovery of any overpayments detected after payment as a result of post-payment audit or technical examination or by any other means, notwithstanding 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 overpayments may be recovered from the subsequent bills under the contract, failing that from contractor's claim under any other contract with the company or from the contractor's security deposit or the contractor shall pay the amount of overpayment on demand.

8.9 Amount payable/repayable for any subsequent change in the Sales Tax on Works Contract will be made to/ from the Contractors after departmental verification of such changes of tax law issued by Statutory authority.

8.10 All the payment will be made by **ELECTRONIC MODE** through bank. The intending bidders must furnish the details as per proforma given in **Annexure – D** as an item of requirement of the tender for e-payment.

9. TERMINATION, SUSPENSION, CANCELLATION & 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. 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

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 the company .

Or

e. obtains a contract with the company as a result of ring tendering or other non-bonafide method of competitive tendering.

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.

9.1 The contract shall stand **terminated** under 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 company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or re organisation, or a receiver or manager is appointed by the court on the application by the debenture holders of the 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 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 legal representative or to the partnership concern.

9.2 On cancellation of the contract or on termination of the contractor, the Engineer-in-charge shall have powers:

a. To take possession of the site and carry out balance work through any other agency.

b. After giving notice to the contractor to measure up the work of the contractor and to take such whole or the balance or part thereof, as shall be unexecuted out of his hands and to give it to another contractor or take up departmentally, to complete the work. The contractor whose contract is terminated shall not be allowed to participate in future bidding for period of minimum twelve months.

In such an event, the contractor shall be liable for loss/damage suffered by the employer because of action under this clause and to compensate for this loss or damage, the employer shall be entitled to recover higher of the following:

i) Forfeiture of security deposit comprising of performance guarantee and retention money and additional performance security, if any, at disposal of the employer.

Or

ii) 20% of value of incomplete work. The value of the incomplete work shall be calculated for the items and quantities remaining incomplete (as per provision of agreement) at the agreement rates including price variation as applicable on the date, when notice in writing for termination of work was issued to the contractor.

The above liability is over and above the penalties payable by the contractor on account of shortfall in quantities as per provision of **clause 6**.

The amount to be recovered from the contractor as determined above, shall, without prejudice to any other right or remedy available to the employer as per law or as per agreement, will be recovered 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 liable to pay the same within 30 days. In case of failure to pay the same the amount shall be debt payable.

In the event of above course being adopted by the Engineer-in-charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased materials, equipments or entered into agreement or made advances on any account or with a view to the execution of work or performance of the contract. And in case action is taken under any of provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum for any work thereof or actually performed under this contract unless and until the engineer-in-charge has certified in writing the performance of such work and value payable in respect thereof and he shall only be entitled to be paid the value so certified.

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 **9.1(d)**.

9.3 Suspension of work - The company shall have power to suspend the progress of the work 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 the part of the contractor, or on ground of safety of the work or part thereof. In the event of suspension for reason 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.

9.4 Foreclosure of contract in full or in part - If at any time after acceptance of the tender, the company decides to abandon or reduce the scope of the work 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/ reduction in the scope of work, the company shall be liable to pay the contractor at the contract rates full amount for works executed and measured at site up to the date of such abandonment/ reduction in the work.

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 amount payable. The contractor shall not have any claim for compensation whatsoever either for abandonment or for reduction in the scope of work, other than those as specified above.

9.5 Closure of Contract

The company shall, in addition to other remedial steps to be taken as provided in the conditions of contract, be entitled to close the contract in view of the followings :-

- i) Closure of contract is to be done either on completion of period of work as per award provided there is no scope for extension of period for execution of the balance or left out work, if any, for the said contract or on execution of the awarded work. However approval for extension of contract period, if required, should be obtained from the competent authority before completion of contract period.
- ii) Closure of Contract can be done on complete execution of awarded quantity.

Closure of contract is required to be approved by the awarding authority.

The contractor shall, if required by the Engineer-In-charge, furnish to him books of account, papers relevant documents as may be necessary to enable the Engineer-in-charge to assess the amount payable.

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 closure of the contract, on completion of period of work as per award and there is balance or left out work which has not been executed on account of default on the part of the contractor, penalty will be imposed as per terms and conditions of the contract and shall be under the absolute disposal of the company provided, that the aggregate of the penalties so levied shall not exceed 10% of the contract value.

Any amount required to be recovered from the contractor determined as above, if any, shall be recovered from any moneys 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.

10 CARRYING OUT PART WORK AT RISK & COST OF CONTRACTOR:

If the progress of the work or of any portion of the work is unsatisfactory, the Engineer-in-Charge, after giving the contractor 15 days' notice in writing, without cancelling or terminating the contract, shall be entitled to employ another Agency for executing the job or to carry out the work departmentally or contractually through tendering / limited tendering process, either wholly or partly, debiting the contractor with cost involved in engaging another Agency or with the cost of labour and the prices of materials, 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. However, when this clause is invoked, any other penalty will not be applicable other than on account of shortfall in quantities as per clause 6.2.

The value of the work taken away shall be calculated for the items and quantities taken away at the agreement rates including price variation as applicable on the date, when notice in writing for taking away part work was issued to the contractor. The contractor, from whom part work is being taken out, shall not be allowed to participate in the tendering process if any.

In the event of above course being adopted by the Engineer-in-charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased materials, equipments or entered into agreement or made advances on any account or with a view to the execution of work or performance of the contract.

10 (A) COMPLETION CERTIFICATE:

On completion of the work and notifying the same by the contractor to the Engineer-in-Charge, Completion Certificate shall be issued by the Engineer-in-charge only in the event the work is completed satisfactorily in every respect. Payment of final bill shall be made on completion of the contract and refund of security deposit shall, however, be made as per relevant clause of the contract.

11. RESPONSIBILITIES OF THE CONTRACTOR

i. The company reserves the right to let other contractors 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 employ only competent, skilful 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 three hours of such orders.

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

The contractor/contractors shall at all times exercise reasonable precautions for the safety of employees in the performance of his/their contract and shall comply with all applicable provisions of the safety laws drawn up by the State or Central Government 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.

The contractor/contractors shall at all times ensure that all dumpers / tippers engaged in mining related activity are provided/fitted (i) Full cabin canopy,(ii) tail lamp guard kit,(iii) propeller shaft guard, (iv)blind spot mirror, (v) body locking device, (vi)reflex reflector on body, (vii)seat belt reminder, (viii)limiting speed device, (ix)audio-visual alarm during reverse gear with flasher, (x)provision of two brakes, (xi)exhaust / retard brake, (xii)body lifting position locking arrangement (xiii)semi automatic fire suppression system and (xiv) Rare view camera along with suitable visual display unit (VDU) in the driver's cabin in addition to other safety features . The contractual agency shall comply with all safety aspects and different statutes of DGMS regarding safety of men and equipment. In case the executing authority finds any deviations, such vehicles / equipments should be stopped forthwith and alternative vehicle / equipments are to be deployed by the executing contractor immediately.

iv. 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.

v. Building for the sanitary necessities of all persons employed on the work shall be constructed and maintained in the number, manner and place approved or ordered by the Engineer-in-charge. The contractor shall vigorously prohibit committing of nuisance at any other place. Cost of all works under these items shall be covered by the contractor's/contractors' tendered rates.

vi. 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 organisation and the progress made by him/them in the execution of the work as per the contract agreement.

vii. All duties, taxes (excluding Service Tax only) and other levies payable by the Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. All investments, operating expenses, 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 Bid and/or any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.

Similarly if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder in the Price bid. The item wise rate quoted shall be exclusive of service tax. Service tax will be paid extra, if payable.

Payment of service tax by the service availer (i.e. BCCL), to the service provider would be made only on the later submitting a Bill and Invoice in accordance with the provision of relevant service tax rules. CENVAT credit is to be availed by paying authority as per rule. Payment/Deposit of service tax is responsibility of the service provider.

viii 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 reason whatsoever.

ix. 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 the entire satisfaction of the company.

x. No sub-letting of the work as a whole by the contractor is permissible. Prior permission is required to be taken from the principle employer for engagement of sub-contractors in hiring equipment contract for part work / piece rated work.

xi. The contractor / contractors shall have to make payment to all workers engaged in line with the following

Minimum wages to the contractor workers of different categories

Categories of Employee	Basic Rate (Per Day)	VDA(Variable DA) as on 01.04.2015
skilled	Rs.464.00	Rs.30/-
ni-skilled / Unskilled Supervisory	Rs.494.00	Rs.37/-
led	Rs.524.00	Rs.44/-
hly skilled	Rs.554.00	Rs.52/-

Categorisation of contractor's workers into Unskilled, Semiskilled, Skilled and Highly skilled shall be as per the norms adopted by the Ministry of Labour & Employment, Govt. of India for non – coal mines.

Where the existing rates of wages of any employee based on contract or agreement or otherwise are higher than the rates, the higher rates shall be protected and treated as the Minimum rates of wages for the contractor workers.

V.D.A. for industrial workers shall be Nil as on 01.11.2012 and the revised rate of V.D.A. shall be paid over the consumer price index 202.83 (base 2008 = 100) from 1 st April and 1 st October in every year, as notified by Ministry of Labour & Employment, Govt. of India for the workers employed in scheduled employment for non-coal mines.

Further contractor has to provide benefits of Provident Fund for the workmen employed by him for the work as per the laws prevailing under provisions of CMPF and Allied Schemes and Miscellaneous Provisions Act as per CMPF Act 1948 and CMPS 1998 or Employees Provident Fund and Miscellaneous Provisions Act 1952 as the case may be. Contractor / contractors shall have to ensure implementation of CMPF and Miscellaneous Provisions Act 1948 and allied schemes framed there under in respect of workers deployed by him/ them and will have to recover statutory dues and deposit the same along with employer's contribution (contractor's share) to respective CMPF Office and to submit statutory returns under intimation to principal employer.

Revision in the rate of Variable Dearness Allowance will be made as per the communication made from Coal India Limited from time to time. It will be applicable from the retrospective date and will be binding on the contractor. Revised rate of variable dearness allowance will be communicated to the executing Area authority.

As & when communicated by competent authority, in case of any change in future in the rate of payment of the wages to the workers of the contractor, the difference between the already paid and the revised rate of payment of wages during the contract period, will be reimbursed as per the laid down procedure of the company, on production of the documentary proof of payment of difference of wages by the concerned contractor to their workers engaged by him for the particular awarded contract.

The contractor shall also comply with statutory requirements under CL (R&A) Act and also obtain labor license.

The contractor's workmen shall be paid through Bank by the contractor.

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

xiii. **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 (except for reasons which are beyond control of the contractor or 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, if any :

a. The contractor shall at all times during the pendency of the contract indemnify the company against all claims, damages or compensation under the provisions 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.

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

c. 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 by the contractor.

xiv. The contractor/ contractors shall be provide OPD and Indoor Treatment facility to contractor's workers in company's hospital and dispensary free of cost (excluding spouse or any dependent) to the extent of availability of medicines, pathological examination and other surgical treatment. Contractor's workers will not be allowed to get treatment other than company's hospital/dispensary (no referral cases).

Contractors should issue identity Card to their workmen deployed.

xv Security Arrangement : The contractor will have to make security arrangement for Coal, Machinery & Personel including Coal Theft and the contractor will be responsible for the same.

xvi. The GPS based vehicle tracking system wherever made available by BCCL for vehicles engaged in transportation of coal in the company, following will be the responsibility of the Contractor undertaking work of transportation of coal.

1. The contractor should ensure that all the vehicles deployed by him in coal transportation work in BCCL is installed with Vehicle Mounted Unit (VMU) of GPS based vehicle tracking system. No vehicle without Vehicle Mounted Unit should be engaged in coal transportation work by the contractor.

2. The safety and protection of Vehicle Mounted Unit (VMU) of the system will be the sole responsibility of the contractor. Further contractor should ensure that VMU is in operative mode.

3. In case of any damage/loss of the VMU, the cost of the equipment and the accessories will be recovered from the contractor's bill.

4. The contractor should ensure that their total fleet used in transportation of coal must be mounted with VMU provided by BCCL.

5. In case the transporter wish to exclude any vehicle from his fleet the VMU mounted on that vehicle must be deposited with the designated Area Authority.

6. Contractor must ensure that their vehicles will not violate the designated path without approval of Concerned Area Authority. In case of violation of the route/path/geo-fence penalty including debarring the defaulter vehicle and its operator including the contractor from operation in BCCL Areas, may be imposed.

7. Applicability vis-à-vis Imposition of such penalty will be solely at the discretion of competent authority i.e., CMD, BCCL.

Note: The Vehicle Mounted Unit (VMU) of the GPS system in the vehicle engaged in coal transportation work will be provided and installed by BCCL.

12. SETTLEMENT OF DISPUTES

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.

Effort shall be made to resolve the dispute in two stages

In first stage dispute shall be referred to Area CGM/ GM. If difference still persists the dispute shall be referred to a committee constituted by the CMD. The committee shall have one member of the rank of Director of the company who shall be chairman of the committee

If differences still persist, the settlement of the dispute shall be resolved in the following manner: Disputes relating to the commercial contracts with Central Public Sector Enterprises/ Govt. Departments(except Railways, Income Tax, Customs & excise duties) / State Public Sector Enterprises shall be referred by either party for Arbitration to the PMA (Permanent Machinery of Arbitration) in the department of Public Enterprises.

In case of parties other than Govt. Agencies, the redressal of the dispute may be sought in the Court of Law.

- 13.** (i) Contractor shall ensure training as per vocational training rule in the companies training center and the concerned trainee will be entitled for receiving stipend as per VTC rule.
- (ii) The cost of "stipend" paid during the training period shall be factored into while quoting the price bid.
- (iii) To extend the facility to impart VTC training to contractor's workers before they are deployed in the mine.
- (iv) Training card shall be issued on completion of said training.
- (v) It should be made mandatory on the contractor that only training card holder is allowed to work in the mine where outsourcing work is being carried out.
- (vi) Regular checking will be carried out by Area safety Officer to ensure that only training cardholder is allowed to work.

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Signature of the applicant with seal and date

SPECIALTERMS & CONDITIONS

1.00 The contractor, before starting the work, shall furnish to the General Manager/ Project Officer the list of trucks/tipping trucks/ pay loaders/ equipments, proposed to be deployed for the work, with the related papers of registration, fitness certificate, permits, licenses, Insurance, driving licenses etc. for inspection. No tipping trucks/ trucks/ pay loaders/ equipments shall be deployed for the work without the approval of the Project Officer/ General Manager.

2.00 The tippers/ trucks/ pay loaders/ equipments, deployed in any other project of the company or any project of any subsidiary of Coal India Limited, shall not be diverted for the work without the approval of the company. Similarly, the tipping trucks/trucks/ pay loaders/ equipments deployed for the work shall not be diverted to any other project without the approval of the General Manager.

3.01 The contractor shall deploy adequate number of tipping trucks/ equipments for the satisfactory execution of the work.

3.02 Only tipping trucks with mechanical unloading arrangements shall be deployed by the contractor and in no case "Dala" trucks shall be deployed or permitted to be deployed for the work of coal transportation.

3.03 Only tipping trucks in good and safe condition having valid fitness certificate permits/ licences etc. and in respect of which the required taxes/ fees have been deposited and which are properly covered by insurance, shall be deployed for the work.

The company shall have the right to inspect or arrange inspection of the vehicles/ equipments deployed by the contractor for the work at any time and declare any vehicle/ equipment unsafe and ask for its immediate withdrawal from the site/ operation. The contractor shall ensure prompt/ immediate compliance of the same.

3.04 The contractor shall at his own cost, arrange for regular checking/ maintenance/ repair of the tipping trucks/ equipment and keep them in good and safe conditions at all times. Proper records of such checking/ maintenance/ repair shall be maintained in a Log Book kept on the vehicle for the purpose, which shall be readily available for inspection whenever required.

3.05 Only experienced, skilled and disciplined drivers of sound health, good behavior and antecedents having valid and requisite driving licence shall be deployed by the contractor for driving the tipping trucks/trucks/ pay loaders/equipments deployed for the work.

In no case any un-authorized driving of the tipping trucks or operation of pay loaders/ equipments shall be permitted by the contractor.

3.06 The tare-weight, gross weight, maximum carrying capacity of the truck and the dimensions of the body of the truck shall be clearly indicated on the body of each tipping trucks deployed for the work and maintained in good legible condition, at all times.

3.07 No addition or alteration to the size of the body or any such truck shall be carried out, without prior approval of the Project Officer/ General Manager. The trucks shall be loaded only upto the maximum carrying capacity and shall not be overloaded under any circumstances.

3.08 The re-appropriation/ reallocation of the quantities may be done with the approval of Engineer-in-charge within the stipulated contract period and contract value with the approval of the approving authority of the contract.

In case the approving authority is Board, then with the approval of the CMD of the subsidiary company.

3.09 All the coal transportation tippers/trucks must be covered properly to avoid dust generation during transportation of coal.

4.00 No manual workers shall be engaged by the contractor for loading/ unloading of the trucks or loading of wagons, under any circumstances whatsoever.

5.00 The contractor shall bring/ take back and arrange for the transportation of the trucks/ equipments/ men and materials required for the work at his own cost.

6.00 Contractor's trucks should ply only on specified routes/ roads. In case, plying of the trucks on any other route/ road become necessary, due to any reason, prior approval for the same shall be taken by the contractor from the Project Officer/ General Manager. In case of violation of this provision penalty may be imposed on the contractor and/ or the contract terminated.

6.01 The lead distance slab in transportation of coal/sand/OB should be within a particular distance slab if the distance measurement falls within that slab and if any extra distance is beyond a particular distance slab, it should be considered for the next slab, i.e. if distance is within and up to 1 km, it should be in distance slab of 0-1 km and if it is more than 1 km and within & up to 2 km, it should be considered in 1-2 km slab and so on and the rates/payment should be made accordingly. This procedure for fixation of lead distance slab and payment thereof will be applicable for all the ongoing contract from the date of approval and also will be applicable for future contracts.

If the actual measured distance in a particular slab fall within +100 meters from upper limit of that slab, then it should be measured thrice by the standing distance measurement committee and lowest of the three measurements would be taken as actual distance. Then it will be verified by a check measurement committee at Headquarter level duly constituted by D(T)OP. The observation of the measurement committee will be taken as final and binding.

7.00 The work shall be executed round the clock on all the days of week as directed by the Project Officer/ General Manager within the Area and the contractor shall be obliged to comply with the same. However coal/sand/magnetite loaded trucks from one Area to other Areas including washeries will ply during day hours only i.e. from 6:00 AM to 6:00 PM. In case of exigency prior approval of concern Director should be obtained for relaxation in time on case to case basis.

8.00 The contractor shall not have any claim whatsoever for the idleness of his tipping trucks/ trucks/ pay loaders/ equipments/ employees for want of coal or non-availability of departmental equipment or lack of space available at the unloading site or any dislocation en-route and/ or for any other reason.

9.00 The contractor shall at his own cost arrange for all materials, stores, spares, tools, tackles etc. and maintenance/ repairs of the tipping trucks/ pay loaders/ equipments required/ deployed for the work. The company shall have no liability whatsoever on this account.

10.00 The contractor shall maintain proper records in English/ Hindi of the trucks/ equipments/ persons, etc. deployed for the work, work done, daily attendance of the employees, payment to the employees etc. and the Company shall have the right of access to and inspection of these records or to call for any or all these records or ask the contractor to submit such reports as it considers necessary and the contractor shall be bound to comply with such instructions.

11.00 The Company shall have no responsibility/ liability whatsoever for any accident/ damage to the contractor's vehicle/ equipments in transit or while engaged in the work.

12.00 The contractor shall familiarise himself and fully comply with the provisions of all the Acts/ Rules/Regulations/ Bye-laws and orders of the Local authority/ Municipality/State Govt./Central Govt. applicable to the worker, Mines Act, Payment of Wages Act, Motor Vehicle Act, Workmen's Compensation Act, etc. and shall be fully responsible and liable for due observance of the same. The company shall have no responsibility/ liability whatsoever on these accounts, and the contractor shall fully indemnify the Company against any claim/ dispute/reference Award, etc. arising out of the same.

13.00 If the Company suffers any loss on account of suspension of production or idleness of its equipments/employees or on any other account or damage to its property, due to any failure on the part of the contractor or due to any act of omissions or commission on the part of his representative/ employees or from the trucks/equipments of the contractor, the value of the same as assessed by the Company, shall be recovered from the contractor's bill/ security deposit. The decision of the company in this regard shall be final and binding on the contractor.

14.01 Where wagons are being weighed at the loading end, payment for coal/middlings transported to the siding/ CHP (where wagons are being loaded), loading of the tipping trucks by the Contractor's pay loader (s), picking, breaking and wagon loading by Contractor's pay loader (s), shall be made on the basis of the RR weight of coal/middling despatched, duly re-conciled with the measured opening and closing stocks at the siding/ CHP every month and after effecting deductions of penalties/ recoveries as per terms & conditions of this contract.

14.02 (i) Where wagons are not being weighed at the loading end, payment for the items of work stated in above shall be made on the basis of the actual weight of coal received by the Power Houses/ consignees as per the weighment of the wagons at their end, duly reconciled with measured opening and closing stocks at the siding/ CHP every month.

(ii) If in the case of wagons not being weighed at the loading end, the payment is made by any consignee on the basis of RR weight, the contractor (s) shall be paid accordingly.

(iii) In the case of wagons not being weighed at the loading end, 90% payment for items of work stated in 14.01 above shall be made provisionally on the basis of RR weights. Balance payment shall be made after reconciliation, as explained in (i) above and effecting deduction of penalties/ recoveries as per terms & conditions of this contract.

14.03 In the case of coal transportation from face to stock if the trucks/tipping trucks are not being weighed, payment shall be made on volumetric measurement of the coal transported, converted to weight, taking 40 cft as one tonne, (irrespective of the fact that any other conversion factor is adopted by the Company for any other purpose), duly reconciled with the measured opening and closing stocks for the month and off-take from stock to the siding/ CHP as per 14.01/14.02 above and payment shall be made to the contractor (s) accordingly.

14.04 In case two or more contractors are engaged for the transportation work, the re-conciled total quantity for the month arrived at in 14.01/14.02 & 14.03 above shall be distributed between the transporting contractors, in proportion of the number of trips performed by each, during the month or in any other manner which the General Manager considers more appropriate.

14.05 In case there is mixed contractual and departmental transportation to stock/CHP/Siding, the quantity transported departmentally shall be separated to arrive at the quantity transported contractually for 14.01/14.02 & 14.03 above.

15.00 In case two or more contractors are engaged on picking/ breaking and wagon loading, the distribution of the reconciled quantity for the month, arrived at in **clause 14.01, 14.02 & 14.03** above.

16.00 In case of transportation of coal to the Washery, payment shall be made on the basis of the actual quantity received at the Washery, as per weighment of the trucks at the washery end, subject to such verification as the General Manager may consider necessary and appropriate.

In case the washery weighbridge goes out of order, the Project Officer shall make alternative arrangement for weighment of the trucks or the weight at the loading end shall be taken as the weight of coal received at the washery, subject to such checking/ verification as the Project Officer/ General Manager may deem necessary.

17.00 In case the weighbridge of the loading end goes out of order or is not available, the Project Officer/General Manager shall make alternative arrangement for weighment of the trucks or such arrangement (s) as he considers necessary to ensure that all coal loaded at the loading end reaches the destination

18.00 In case the trucks are being weighed both at the loading end as well as unloading end, the figures of weighment at both the ends shall be reconciled every month in respect of each contractor and if there is any shortage of coal received at the unloading end, the value of coal found short, will be deducted at double the then prevailing rate including all royalty, cess, from the security deposit of the transporting contractor (s) concerned or otherwise, specifically mentioned in work order/agreement.

19.00 No payment shall be made to the coal transporting contractor for stone/ shale/ bands/ extraneous materials segregated at the siding/ coal handling plant/ stock/ washeries in the process of despatching coal to consumers.

20.00 If the work of transportation/ removal of picked out band/ shale/ stone/ extraneous materials/ overburden/washery rejects is contracted out payment for the same shall be made on the basis of volumetric measurement of trucks, duly verified against the volumetric measurement of such materials at the site of unloading where weighing of such materials is not possible.

21.00 In case two or more contractors are engaged for loading of wagons at any siding, the allocation of wagons to be loaded by each of them will be decided by the Project Officer/ General Manager, which will be final and binding on each contractor.

22.00 Wagons supplied at the siding shall be loaded by the wagon contractor (s) within the free loading time given by the Railways, which may vary from time to time.

23.01 (i) If the demurrage of wagons occur due to less availability of coal at the siding because of less transportation of coal, the contractor transporting coal shall be held responsible and liable for the same and the demurrage charges incurred shall be recovered from him.

(ii) If the demurrage is due to failure on the part of two or more coal transporting contractors the demurrage charges shall be apportioned by the General Manager/ Project Officer, amongst the concerned contractors as he considers appropriate and his decision in the matter shall be final and binding on each of these contractors.

23.02 (i) If the demurrage occurs due to failure on the part of wagon loading contractor the demurrage charges incurred shall be recovered from the wagon loading contractor.

(ii) In case there are two or more contractors for wagon loading, the contractor who has not completed the loading of all the wagons allotted to him, within the free loading time, shall be held responsible and liable for the demurrage and demurrage charges for the full rake shall be recovered from him.

(iii) In case demurrage of any rake occurs due to failure on the part of two or more wagon loading contractors, demurrage charges for the rake shall be recovered in proportion of the number of wagons allotted to each of them for loading.

23.03 (i) If the demurrage of wagons occurs due to failure on the part of the picking and breaking contractor, for not making available adequate quantity of clean and sized coal free from stone/ shale/ extraneous materials, he shall be liable for the demurrage charges incurred and the same shall be recovered from him.

(ii) In case the demurrage occurs due to failure of two or more picking/ breaking contractors, the demurrage charges shall be apportioned in the manner as considered appropriate by the Project Officer/ General Manager and his decision shall be final and binding on each of the concerned contractors.

24.01 The wagon loading contractor (s) shall be also responsible for cleaning of the siding tracks/ between the line and on both sides of the same, leveling of coal loaded into the wagons and lime washing on the top of the same, in respect of the wagons allotted to him/ each of them.

In case any rake is put on demurrage/ any penalty is imposed on the company for failure on the accounts, the same shall be recovered from the contractor/s concerned.

24.02 In case any derailment of wagons occurs due to non-cleaning of the tracks by the wagon loading contractor(s) the charges/ penalties for the same levied by the Railways as also the demurrage charges for the same shall be recovered from the defaulting contractor (s).

24.03 All such charges/ penalties shall be apportioned between the defaulting contractors, as the General Manager thinks fit and reasonable and his decision in all the above cases shall be final and binding on the contractors concerned.

25.00 In order to ensure proper loading of wagon, the loading contractor shall ensure loading upto proper level keeping in view the stipulated carrying of the wagons and the loading will be done as per directions of Colliery/Project/ Area officials responsible for the supervision of the loading of wagons at siding.

26.00 The wagon-loading contractor shall load clean coal free from stone/ shale/ bands/ extraneous materials and of stipulated size.

27.00 The daily rate of transportation shall be about the yearly quantity divided by the number of working days in the year \pm 30% but the contractor may be called upon to transport still more/still less quantity and no claim whatsoever shall lie against company on account of such variations. The contractor/s shall make necessary arrangements and ensure transportation of coal, etc. on daily basis, as advised by the General Manager/ Project Officer.

28.0 In case a contractor falls to deploy adequate number of pay loaders, the company may, without any reference to the contractor, deploy its own pay loader/s and or make alternative arrangements for loading of the wagons/trucks for which double the wagon/ truck loading charges payable to the contract/s, for the quantity loaded by the Company's Pay loader/s of extra expenditure incurred by the Company on alternative arrangement made shall be recovered from the contractor.

29.01 The Contractor shall post adequate number of competent, experienced, skilled and disciplined persons having good antecedents for satisfactory execution of the work. A list of all such persons shall be kept in the office of the contractor and a copy of the same shall be furnished to the General Manager/Project Officer as and when required. All these persons shall be in the direct employment and under direct administrative control of the contractor and the management shall have no responsibility/ liability whatsoever in this regard.

29.02 The contractor shall issue an identity card/ employment card to each employee with photograph duly attested by him which the employee shall always carry with him, while on work and produce for inspection whenever required.

29.03 **EMPLOYMENT OF LOCAL LABOUR:** Contractors are to employ, to the extent possible, only local project affected people and pay wages **in accordance with clause no.11 (xi) of General Terms and Conditions.** However minimum 20% of required unskilled workers are to employ from local project affected people of nearby village.

The list of PAPs recommended by the concerned Mukhia to be obtained by the concerned Area GM and displayed in the notice board. Any further addition is to be duly certified by the Mukhiya. Authorised representative of the Contractual agency is to certify regarding engagement of 20% unskilled workers from amongst the PAPs, based upon which labour payment certificate will only be issued.”

30.00 The contractor shall not engage any person of less than 18 years of age or females during night hours as required by relevant law.

31.01 The contractor shall pay to his employees salary and wages **in accordance with clause no.11 (xi) of General Terms and Conditions** to the workmen of the colliery/washery where he is working under this contract.

31.02 The contractor shall make payment to his employees at the place (s) specified by the General Manager/Project Officer and in the presence of Company's representative authorised by General Manager/Project Officer who shall duly witness all payments by the contractor to his employees.

For this purpose the contractor shall notify to the General Manager/ Project Officer the wage period (s) day/ date and time of payment.

31.03The contractor shall prepare the wages sheet for his employees in duplicate, a copy of which shall be regularly submitted to the Project Officer.

32.01The contractor shall make timely payment of all salary/ wages/ dues to his employees and shall also provide all benefits to his employees as per various Acts/Rules, Regulations, Orders applicable to the work e.g. bonus under Coal Mines Bonus Scheme and Payment of Bonus Act. Sunday Wages, Overtime, Holiday Wages, Leave Wages, Sick Leave etc.

32.02The contractor shall also comply with the provisions of the Coal Mines Provident Fund Scheme and regularly deposit the contributions in accordance with the same. The Company shall have no liability whatsoever in this regard.

33.00The responsibility of the contractor in respect of all payments to his employees will be complete and absolute. The Company shall have no liability whatsoever in this regard and shall be fully indemnified by the Contractor against any claim arising out of any non-payment/ short- payment/ dispute/ award.

34.00The contractor shall arrange for the training of his employees in accordance with the Mines Vocational Training Rules, 1966 as amended from time to time, at his own cost.

35.00In case any accident occurs or any injury is caused to any employee of the Company by the Vehicles/equipments of the contractors or by any act of omission/ commission on the part of the contractor's representative/ employees, the compensation for the same, as provided in law or as assessed by the company shall be recovered from the contractor along with the costs and expenses incurred by the company on the same.

36.00The contractor shall provide foot-wears, helmets and other protective equipments, to his employees as provided in the law, at his own cost. In case of failure on the part of the contractor to provide these Protective equipments, the company may provide the same to the employees at the cost of the contractor.

37.0 PAYMENT OF PRICE VARIATION: If the prices of Diesel increases or decreases and CIL approved contractor worker's wage revised, the contractor shall be compensated for such increase or recoveries shall be made from the dues of the contractor for such decrease as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for variation in prices shall be available only for the work done during the stipulated period of the contract including such period for which the contract is validly extended under the provisions of the contract without any penal action. However the compensation/ escalation for variation of prices of diesel for the quantities executed will be paid after one month i.e. in the bill of next month. If the contract is to be extended beyond the stipulated period for completion of the work due to fault on the part of the contractor, escalation on prices should not be allowed further if not provided otherwise in the accepted contract. Such compensation for variation in the prices when due shall be worked out based on the criteria given in SOR-04.

37.01The contractor shall submit certified copy of price of diesel from retail outlet of IOC/BP etc. nearest to the work site or certified copy of price of diesel on Bulk Consumption basis from the dealer of IOC/BP etc. nearest to the work site, as the case may be. Subsequently the contractor shall also submit an undertaking along with documentary proof in respect of the basis of procurement of diesel for their own consumption.

38.00 All tippers shall have its registration number written with paint on both sides of the tipper body (Dala) of 3"-4" size letters/numbers apart from usual number in front and back which is properly fixed and no hanging number plate will be allowed.

PROFORMA FOR CONTRACTOR'S BID AND ACCEPTANCE OF BID CONDITIONS

(ON THE LETTER HEAD OF THE BIDDER AS ENROLLED ONLINE ON E - TENDERING PORTAL OF BCCL)

To:

The GM -----,
-----Area
BCCL

Sub: BID for the Work _____

Ref: NIT No

Dear Sir,

This has reference to above referred tender. I/we have read and examined the conditions of contract, technical specifications, BOQ and other documents carefully as available in website mentioned in NIT.

I /We am/are pleased to submit our bid for the above work. I/We hereby unconditionally accept the tender conditions and condition of SOR documents in its entirety for the above work and agree to abide by and fulfill all terms and conditions and specifications as contained in the bid document.

I/we here by submit all the documents as required to meet the eligibility criteria as per provision of the bid notice/document.

I/We hereby confirm that this bid complies with the Bid validity and other documents as required by the Bidding documents.

If any information furnished by me/us towards eligibility criteria of this tender is found to be incorrect at any time, penal action as deemed fit may be taken against me/us for which I/We shall have no claim against BCCL.

Until a formal agreement is prepared and executed, this bid and your subsequent Letter of Acceptance/Work Order shall constitute a binding contract between us and BCCL.

Should this bid be accepted, we agree to furnish Performance Security within 28 days of receipt of letter of acceptance and commence the work on the expiry of 10 (ten) days from the issue of letter of acceptance/work order or handing over the site of work whichever is later. In case of our failure to abide by the said provision BCCL shall, without prejudice to any other right or remedy, be at liberty to cancel the letter of acceptance/award of this work, to cancel our SOR registration and also debar us from participating future tenders for a minimum period of 12 months.

Yours faithfully,
Signature of Bidder OR Authorized signatory

**Format for Affidavit to deploy matching fleet/equipments
(only for work value upto 1 crore)**

(only for work value up to 1 crore)(To be filled by the Bidders on Non Judicial Stamp Paper of minimum value of Rs.10/- duly attested by Notary Public)

AFFIDAVIT

I/We, ----- Proprietor/Partner/Legal Attorney/ Director/Accredited Representative of M/s ,
solemnly declare that:

1. We are submitting Bid for the work against the Bid Notice
No..... dated.....and Tender ID No.

2. We hereby confirm that we shall deploy matching equipments, dumpers, tippers etc. of required capacity as
per requirement of the work either owned or through hiring.

Signature of the Bidder.

Dated.....

Seal of Notary

**Format for Affidavit to deploy matching fleet/equipments
(only for work value 1 crore & above)**

(To be filled by the Bidders on Non Judicial Stamp Paper of minimum value of Rs.10/- duly attested by Notary Public)

AFFIDAVIT

I/We, ----- Proprietor/Partner/Legal Attorney/ Director/Accredited Representative of M/s ,
solemnly declare that:

1. We are submitting Bid for the work against the Bid Notice
No..... dated.....and Tender ID No.

2. We hereby confirm that we shall deploy matching equipments, dumpers, tippers etc. of required capacity as
per requirement **clause No. 3** of e-NIDB either owned or through hiring.

Signature of the Bidder.

Dated.....

Seal of Notary

Signature of the applicant with seal and date

FORMAT FOR AFFIDAVIT

To be submitted by Bidder on Non-Judicial Stamp Paper of minimum value of Rs. 10/- duly attested by Notary Public.
(For commitment, genuineness of the information furnished and authenticity of the documents furnished during bidding process)

AFFIDAVIT

I/We,.....Proprietor/Partner/Legal Attorney/Director/Accredited Representative of Shri/Smt./M/S....., solemnly declare that:

1. I/We am/are submitting Bid for the work.....against Bid Notice No. dated..... and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. Myself /Our Partners/Directors don't has/have any relative as employee of..... (Name of the Company)
3. All information furnished by me/us in respect of fulfillment of eligibility criteria and qualification information of this Bid is complete, correct and true.
4. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
5. I/ We hereby authorize department to seek references / clarifications from our Bankers.
6. I/We hereby undertake that we shall register and obtain license from the competent authority under the contract labour Law (Regulation & Abolition Act) as relevant, if applicable.
7. * We hereby undertake that we shall obtain Service Tax registration in respect of other partners of JV, if the work is awarded to us and submit the same before any payment is made to us.

Or

*We have service registration in respect of all the partners of JV and shall submit the same if the work is awarded to us (applicable for JV only)

* Delete whichever is not applicable.

8. ** I/We/Any of our partners / Director have not been banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs. (In case of JV the undertaking shall be in respect of all the partners)

OR

**I / We have been banned by the organization named “ _____ ” for a period of year/s, effective from to.....

[in case of JV, name(s) of the JV Partner(s)]

** Delete whichever is not applicable

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

Signature of the Bidder

Dated.....

Seal of Notary

PROFORMA OF MANDATE FORM FOR ELECTRONIC MODE PAYMENT

PROFORMA FOR COLLECTING PAYMENT THROUGH ELECTRONIC MODE INCLUDING ELECTRONIC FUND TRANSFER (EFT) & ELECTRONIC CLEARING SYSTEM (ECS)

	VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S NAME & ADDRESS (With Telephone No and Fax)	
	PERMANENT ACCOUNT NO.	
	PARTICULARS OF BANK ACCOUNT	
	BANK NAME	
	(i) BRANCH NAME (including RTGS and IFSC code)	
	ADDRESS	
	TELEPHONE NO & FAX NO.	
	9 – DIGIT CODE NUMBER OF THE BANK AND BRANCH (appearing on the MICR cheque issued on the bank)	
	DIGIT CODE NO OF SBI	
	ACCOUNT TYPE (S.B. Account/Current Account OR Cash Credit with code 1/13)	
	LEDGER NO/LEDGER FOLIO NO.	
	ACCOUNT NUMBER (Core Banking) & Style of Account appearing in the cheque Book)	
	DATE OF EFFECT	

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the scheme. Any Bank charges levied by the Bank of such e- Transfer shall be borne by us.

Date:

()
Signature of the **CUSTOMER/ VENDOR/
SUPPLIER/CONTRACTOR**

Certified that the particulars furnished above are correct as per our records.

()
Signature of the **AUTHORIZED OFFICIALS FROM THE BANK**

Signature of the applicant with seal and date

INTEGRITY PACT

Between

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

And

.....hereinafter referred to as “The Bidder/Contract”

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

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

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.

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.

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

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

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.

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.

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.

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.

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

If 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 from 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. New Delhi.
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 intentions.

For the Principal

for the Bidder/Contractor

Place.....
Date

Witness 1:
Witness 2:

User Portal Agreement
(To be accepted by the bidder on line.)

In order to create a user account and use the eTender portal you must read and accept this eTender portal User Agreement.

A. UNDERTAKINGS TO BE FURNISHED ONLINE BY THE BIDDER I DO HEREBY UNDERTAKE

1. That all the information being submitted by me/us is genuine, authentic, true and valid on the date of submission of tender and if any information is found to be false at any stage of tendering or contract period I/We will be liable to the following penal actions apart from other penal actions prescribed elsewhere in the tender document.
 - a. Cancellation of my/our bid/contract (as the case may be)
and
 - b. Forfeiture of EMD/Performance Security (as the case may be)
and
 - c. Banning/delisting of our firm and all Partners/Directors/Proprietor of the firm for a minimum period of 12 months.
2. That I/we accept all terms and condition of NIT and tender document as a whole as available on the website.
3. That I/we accept the Integrity Pact as given in the tender document (if applicable).
4. That I/we am/are giving my/our consent for e-payment and submitting/shall submit the mandate form for e-payment in the format as prescribed in the document in case, the work is awarded to us.
5. That I/we do authorize BCCL for seeking information/clarification from my Bankers having reference in this bid.
6. That I/we will upload original/certified photo/scanned of all the relevant documents as prescribed in the tender document in support of the information and data furnished by me/us online.
7. I/We confirm that I/We have not been banned or de-listed by any Govt. or Quasi Govt. agencies or PSUs. In case We are banned or delisted this information shall be specifically informed to the tender issuing authority.
8. That I/We accept all the undertakings as specified elsewhere in the tender document.
9. That this online agreement will be a part of my bid and if the work is awarded to me/us, this will be a part of our agreement with BCCL.

B. TERMS AND CONDITIONS OF E-TENDER SERVICES AGREEMENT

COPY RIGHT NOTICE. Copyright©2013, Bharat Coking Coal Limited, India. All rights reserved.

YOU MAY NOT MODIFY, COPY, REPRODUCE, REPUBLISH, UPLOAD, POST, TRANSMIT, OR DISTRIBUTE, IN ANY MANNER, THE MATERIAL ON THE SITE, INCLUDING TEXT, GRAPHICS, CODE AND/OR SOFTWARE.

You may print and download portions of material from the different areas of the website solely for your own non-commercial use provided that you agree that you shall not change or delete any copyright or proprietary materials from the site.

<https://bccl.eproc.in> is an e-procurement portal of Bharat Coking Coal Limited.

THIS E-TENDER PORTAL AND RELATED SERVICES SUBJECT TO YOUR COMPLIANCE WITH THE USER'S TERMS AND CONDITIONS SET FORTH BELOW;

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY. YOU MAY NOT COMPLETE YOUR REGISTRATION AND USE THE E-TENDER PORTAL WITHOUT AGREEING TO COMPLY WITH ALL OF THE TERMS AND CONDITIONS SET FORTH BELOW.

BY REGISTERING THE USER NAME AND PASSWORD, YOU AGREE TO ABIDE BY ALL THE TERMS AND CONDITIONS SET FORTH BELOW.

Bidder Registration, Password and Security

Upon successful completion of Registration online, User ID and Password will be registered. You can login, only by giving valid *User ID* and *Password* and then signing with your valid Digital Signature Certificate.

The Online registration/enrollment of bidder on the portal should be done in the name of the bidder.

The person whose DSC is attached to the Registered Bidder should be **either** the bidder himself **Or**, duly authorized by the Bidder.

User ID and password are strictly personal to each Authorised User and non-transferable. The User shall ensure that its Authorised Users do not divulge or disclose their user ID or password to third parties. In the event that the Authorised User comes to know that the User ID/ Password has been/might have been divulged, disclosed or discovered by any third party, user or its authorized user shall immediately modify the password using "**Change password**" option. BCCL will have no responsibility or obligation in this regard.

At the time of enrollment in the e-Tendering portal of BCCL, the Bidders should ensure that the status of DSC is active on this site. The activation of newly issued DSC may take 24 hrs or more. Hence Bidders who are obtaining new DSC should register at least 24 hrs before the submission of Bid.

By registering in this portal you forthwith assume the responsibility for maintaining the confidentiality of the Password and account, and for all activities that occur under your Password or Account. You also agree to (a) Immediately notify by e-mail to **Application Administrator/Nodal officer**, of any unauthorized use of your Password or Account or any other breach of security, and (b) ensure that you log-out from your account at the end of each session. BCCL shall not be liable for any loss or damage caused to you due to your failure to comply with the foregoing.

Registered user can modify or update some of the information in their profile as and when required at their own discretion. However some information such as "User ID" are protected against changes by Bidder after enrollment and some other information such as "Bidder Name" etc are protected against changes by Bidder after bid submission.

Modification of software

With consent of **Project Advisory Committee**, e-procurement of BCCL, the Administrator of e-Tender portal, reserves the right to modify, add, delete and/or change the contents, classification and presentation of the information on the marketplace at any time as it may in its absolute discretion find to be expedient and without giving any notice. It is the users responsibility to refer to the terms and/or any change or addition to the same while accessing the site.

Bharat Coking Coal Limited reserves right to interrupt/suspend the availability of the e-Tender system without any notice to the users.

System Requirements

It is the users responsibility to comply with the system requirements: hardware, software, Internet Connectivity at user premises to access the eTender portal as mentioned in the home page in the link 'resources required'.

Under any circumstances, BCCL shall not be liable to the Users for any direct/indirect loss incurred by them or damages caused to them arising out of the following:

- (a) Incorrect use of the e-Tender System, or ;
- (b) Internet Connectivity failures in respect of the equipments used by the Users or by the Internet Service Providers, or
- (c) Inability of the Bidder to submit their bid due to any DSC related problems, hardware, software or any other factor which are personal/ special/ local to the Bidder.

Contents of Tender Information

Tenders shall be published by the authorized **Tender Inviting Authorities** of the respective Tendering entities of BCCL. In case of any clarifications arising out of the tenders, the users have to contact the respective **Tender Inviting Authority**.

Bid Submission Acknowledgement

The User should complete all the processes and steps required for Bid submission. The successful Bid submission can be ascertained once **acknowledgement** is given by the system through **Bid Submission** number i.e. **Bid ID**, after completion of all the processes and steps. Bharat Coking Coal Limited is not responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and so the same will not be available to the **Tender Inviting Authority** for processing.

The acknowledgment is the only confirmation of submission of bid, which the bidder can show as a proof of participating in the tender. Other than this acknowledgment, no proof will be considered as a confirmation to the submission of a bid. If the bidder fails to produce this acknowledgment required for verification in case of dispute, his claim for submission of bid may not be considered.

Upload files

The bidders have to ensure that the files being uploaded by them are free from all kinds of viruses and contains only the relevant information as stated by the Tender Inviting Authorities for the particular tender. It is not obligatory on the part of BCCL to read each and every document uploaded by the Bidder. If any bidder / company has uploaded / attached irrelevant data, bogus or fabricated certificates towards his qualification requirements to the respective tender then their User account will be liable for termination permanently or temporarily by BCCL without any prior notice.

User Conduct

You agree that all information, data, text, software, photographs, graphics, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content is originated. This means that you are entirely responsible for all Content that you upload, post, email or otherwise transmit via the eTender portal.

BCCL does not control the Content posted via the e-Tender portal and, as such, does not guarantee the accuracy, integrity or quality of such Content. Hence under no circumstances, BCCL is liable in any manner for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, e-mailed or otherwise transmitted via the Site.

Amendments to a tender published:

You agree that the BCCL reserves the right to re-tender / cancel a tender or extend the closing date or amend the details of tender at any time by publishing corrigendum as applicable.

Special Admonitions For International Use:

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online content and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data to and from India or the country in which you reside.

Links

The Site may provide, links to other World Wide Web sites or resources. Because BCCL has no control over such sites and resources, you acknowledge and agree that the BCCL is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that the BCCL shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, Goods or Services available on or through any such site or resources.

Miscellaneous

This Agreement shall all be governed and construed in accordance with the laws of India & applicable to agreements made and to be performed in India. The e-Tender portal's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. BCCL may assign its rights and duties under this Agreement to any party at any time without notice to you. Any rights not expressly granted herein are reserved.

Governing Law

Terms shall be governed by, and construed in accordance with, Indian law. The parties agree that the principal civil court of the place where the registered office of Bharat Coking Coal Limited is situated shall have **non-exclusive** jurisdiction to entertain any dispute with Bharat Coking Coal Limited. In case of dispute being with a regional Institute of CMPDIL, the principle Civil Court where the said regional Institute is situated shall be place of suing.

BCCL reserves the right to initiate any legal action against those bidders violating all or any of the above mentioned terms & conditions of e-Tender services agreement.

Modification of terms of Agreement

BCCL reserves the right to add to or change/modify the terms of this Agreement. Changes could be made by us after the first posting to the Site and you will be deemed to have accepted any change if you continue to access the Site after that time. BCCL reserves the right to modify, suspend/cancel, or discontinue any or all services/ make modifications and alterations in any or all of the content, at any time without prior notice.

Policy and Security

General Policy

CIL/its Subsidiaries is committed to protecting the privacy of our e-Tender site visitors. BCCL does not collect any personal or business information unless you provide it to us voluntarily when conducting an online enrolment, bid submission etc. or any other transaction on the Site.

Information Collected

When you choose to provide personal or business information to us to conduct an online transaction, we use it only for the purpose of conducting the specific online transaction that you requested. The information is also used for the purpose of vendor searches. For each online transaction, we require only a minimum amount of personal and business information required to process your transaction.

When you visit our portal to browse, read pages, or download information, we automatically collect and store only the following information:

- The Internet domain and IP address from which you access our portal;
- The date and time you access our portal;
- The pages you visit

This information would help us to make our site more useful to visitors and to learn about the number of visitors to our site and the types of technology our visitors use.

We do not give, share, sell or transfer any personal information to a third party unless required to do so by law. If you do not want any personal or business information to be collected, please do not submit it to us; however, without this required information we will be unable to process your online bid submission or any other on line transaction. Review, update and correction of any personal or business information can be done directly on the Site

Use of Cookies

When you choose to enter into an online transaction, we use cookies to save the information that you input while progressing through the transaction. A cookie is a very small amount of data that is sent from our server to your computer's hard drive. By enabling this feature, the cookie will remember the data entered by you and next time when you visit this site, the data stored in the cookie will be available in future.

Security

The Site has security measures in place to protect against the loss, misuse and alteration of information under our control.

FORM OF AGREEMENT
(on Non Judicial Stamp Paper of appropriate value)

Agreement No. _____

This agreement, made the _____ day of _____ 201...between _____

_____ (name and address of the Employer) (hereinafter called "the Employer" and _____ (name and address of the Contractor) (hereinafter called "the Contractor" of the other part)

Whereas the Employer is desirous that the Contractor execute _____

_____ (name and identification number of Contract) (hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows :

1. In this agreement , works and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this agreement.

2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of the defects wherein the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

4. The following documents shall be deemed to form and be read and construed as part of this Agreement , viz. :

(i) Letter of Acceptance / work order;

(ii) Notice to proceed with the work ;

(iii) Contractor's Bid

(iv) General and Special terms & conditions including important correspondences.

(v) Specifications

(vi) Drawings

(vii) Bill of Quantities and

(viii) Any other document listed in the bid document/ Contract as forming part of the contract

IN witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written

The Common Seal of _____

was hereunto affixed in the presence of : _____

Signed, Sealed and Delivered by the said _____

in the presence of : _____

Binding Signature of Employer _____

Binding Signature of the Contractor _____

Under Jurisdiction of Dhanbad Court only.

Note :Value of Non Judicial stamp papers to be submitted by the contractor within the stipulated period for execution of the agreement.

Upto Rs. 5.00 lakhs – no agreement is required, only work order to be issued to the contractor.

Above Rs. 5.00 lakhs and upto Rs.10.00 lakhs – Rs.100/-

Above Rs. 10.00 lakhs and upto Rs.25.00 lakhs – Rs.250/-

Above Rs. 25.00 lakhs and upto Rs.50.00 lakhs – Rs.500/-

Above Rs. 50.00 lakhs and upto Rs.100.00 lakhs – Rs.750/-

Above Rs. 1.00 crore (Rs.100.00 lakhs) – Rs.1000/-

These values may be changed as per prevailing provisions of law on the date of execution of agreement which shall be binding on all SOR registered agencies.

Signature of the applicant with seal and date

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE

To,

Re: Bank Guarantee in respect of contract No-----

Dated-----between -----(Name of the company)

And----- (Name of the contractor).

M/s ----- (Name and address of the contractor)(herein after called “the contractor”) has entered into a contract dated -----(herein after called the said contract) 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 contractor shall furnish the Bank guarantee from a Nationalised / Scheduled Bank for a sum of `----- 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 Guarantee hereinafter contained.

We, the----- Bank (hereinafter called “the Bank”) do hereby unconditionally agree 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 there under, the Bank shall on demand and without any objection or demur pay to the company the said sum of `-----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 calling 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 `----- as may be due to the company and as the company may demand. The Guarantee shall remain in force until the dues of the company in respect of the said sum of `----- 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 forbear 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 of 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 `----- or such lesser sum as may then be due to the company and as the company may require.

Notwithstanding anything contained herein the liability of the Bank under this Guarantee is restricted to `----- 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.

The 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 Shri----- who has signed it on behalf of the Bank has authority to do so.

“The Bank Guarantee as referred above shall be payable at Kolkata Branch/Dhanbad Branch at.....(pl. specify name of Branch with address)”

Dated this----- day of ----- 20--

Signature of the authorised Person.

For and on behalf of the Bank.

Place:

Under Jurisdiction of Dhanbad Court only.

FORMAT FOR UNCONDITIONAL BANK GUARANTEE IN LIEU OF RECEIVING PAYMENT AGAINST THE SECURITY DEPOSIT ACCRUED ANNUALLY BY PAYING THE RUNNING BILL AT 95%, i.e THE RETENTION MONEY DEDUCTED @ 5% FROM RUNNINGBILLS

To
M/s. Bharat Coking Coal Limited
KoylaBhawan, Koyla Nagar
Dhanbad – 826005

Sub : Bank Guarantee No. Date
Bank Guarantee Amount INR / Rs. {(Indian Rupees(in words)}
Valid up to
Claim Period up to
Ref : Application No. Dated submitted by M/s.
(Contractor) and letter No. dated issued by General Manager, Area,
BCCL.

M/s. (Name and Address of the Contractor) (hereinafter called the Contractor) has entered into a contract under NIT No. dt..... LOA vide letter No. dt..... and work order / Agreement no. dt..... (hereinafter called the said contract) with M/s. Bharat Coking Coal Limited (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.

The Contractor agreed that it shall furnish the Bank Guarantee from a Nationalised / Scheduled Bank encashable at Dhanbad Branch / Kolkata Branch for a sum of INR (Indian Rupees) as security in lieu for receiving payment against the Security deposit accrued annually by paying the running bill at 95%, i.e the Retention money deducted @ 5% from running bills.

The (Name of the Bank) having Registered Office atand one of its branches at has at the request of this contractor agreed to give this Guarantor herein under contained.

We, the, Bank (hereinafter called “the Bank”) do hereby unconditionally agreed with the Company that the Bank shall merely on demand in writing without raising any question or objection or demur shall pay to the company the said sum of INR (Indian Rupees) or such portion as shall then remain due 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 calling 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 any ground that the Contractor has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or any legal proceeding is pending between the company and the contractor regarding the claim in any forum.

We, the Bank further agree that the Guarantee shall come into force from the date hereof and shall remain in force and effect till (90 days beyond the remaining period of contract). However, if so required by the company, before expiry of the validity of this guarantee, the bank shall renew the period of validity of the Bank Guarantee against request for a further period, 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, failing which it shall pay to the company the said sum of INR (Indian Rupees) or such lesser amount of the said sum of INR (Indian Rupees) 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 INR (Indian Rupees) and interest are fully satisfied and the Company certifies that the Contract has been successfully 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 from time to time, 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 forbear 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 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 against service of their written claim on the Bank within, the said sum of INR (Indian Rupees) 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 INR (Indian Rupees) the guarantee shall remain in force till the day of and unless the guarantee is renewed or claim is preferred against the bank within 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.

The Bank Guarantee as referred above shall also be encashable at Dhanbad Branch / Kolkata Branch at (pl. Specify name of the Branch with address).

This guarantee shall 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 & Sri who have signed it on behalf of the Bank have authority to do so on mentioning identity code no. of the said signatories.

Dated, this day of

Signature of the authorised person

For and on behalf of the Bank

Place

Under Jurisdiction of Dhanbad Court only.