BHARAT COKING COAL LIMITED
(A Subsidiary of Coal India Ltd.)

Office of the General Manager, P.B. Area
P.O. Kusunda, Dist. Dhanbad

SURVEY DEPARTMENT

PART – I

(To be submitted in separate envelope)

1	Name of work	:-	**Drilling one no. of bore hole from surface to XV seam 200mtr depth dia 300mm with lowering 200mm dia (8") casing pipe and 1no. of pilot bore hole dia 150mm depth 200mm is required at Bhagabandh Colliery under P.B.Area.**
2	Name of Tenderer	:-	
	Address (with Pin Code)	:-	
	Contact No. (Tel / Mob.)	:-	
3	N.I.T. Reference	:-	**GM/PBA/Sur/Tender/2012/24 Dated 19.03.2012**
4	Date of Receipt of tender	:-	From 10.00 A.M. to 3.00 P.M. on **16.04.2012**
5	Date of open of Tender	:-	At 11:30 A.M. on **18.04.2012**
6	Details of E.M.D	:-	No. Date
7	Details of Cost of Tender paper	:-	No. Date
8	Documents issued to Tenderers	:-	Tender documents

SIGNATURE OF ISSUING OFFICER

BHARAT COKING COAL LIMITED
(A Subsidiary of Coal India Ltd.)
Office of the General Manager, P.B. Area
P.O. Kusunda, Dist. Dhanbad

Ref. No. GM/PBA/Sur/Tender/2012/24 Dated 19.03.2012

NOTICE INVITING TENDER

Sealed tender in two parts (Part I & II) on over all percentage rate above or below basis are invited from experienced and eligible contractors for the following work: - **Drilling one no. of bore hole from surface to XV seam 200mtr depth dia 300mm with lowering 200mm dia (8") casing pipe and 1no. of pilot bore hole dia 150mm depth 200mm is required at Bhagabandh Colliery under P.B.Area**.

Estimated Cost	Earnest Money	Cost of Tender paper	Time of Completion
₹4,14,780.00	₹4148.00	₹250.00	Three Months

Availability of tender documents from : 09.04.2012 to 13.04.2012

a) Tender documents will be issued on all working days during working hours except on Sundays & holidays. In the event of the specified date for submission/opening of bids being declared a holiday the bids will be received/opened on the appointed time on the next working day. The tender document is also available on Website http://www.bccl.gov.in and can be downloaded.
b) If tender document has been downloaded from the above mentioned website, the tenderers are required to deposit along with their tender, a Bank Draft of any Nationalized / Schedule Commercial Bank approved by Reserve Bank of India payable at Dhanbad exclusively towards the cost of Tender Document for the amount indicated as above, in the envelope as stated at Clause 3 of this NIT. Bank Draft prepared after the scheduled closure of sale of Tender Documents are liable for rejection.

Time and date of receipt/opening of tender –

The tender will be received on **16.04.2012** from 10.00 A.M. to 3.00 P.M. in Tender Box kept at

i) C.I.S.F. Post, near Koyla Bhawan gate, Koyla Nagar, BCCL, Dhanbad &
ii) CISF Post in the office of the General Manager, P.B. Area.

and will be opened at 11:30 A.M. on **18.04.2012** in presence of the intending tenderer or their authorized representative in the Office of Area Survey Officer, P.B. Area, Dhanbad. Only part-I will be opened on this date.

1. Eligibility Criteria:-

a) The intending tenderer must have its name as a prime contractor experience of having successfully completed similar nature of job during last 7(Seven) years ending last day or month previous to the one in which bid applications are invited (i.e. eligibility period) should be either of the following:-

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

OR

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

OR

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

iv) Similar works means:- **Drilling rotary works.**

b) Average annual financial turn over of civil works during last three years ending 31st March of the previous financial year(i.e. for 2008-09, 2009-10 & 2010-11) should be at least 30% of the estimated cost.

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

Note:- (i) Provision under eligibility criteria 1. (a) shall also include those similar work "while considering the value of completed works, the full value of completed works be considered whether or not the date of commencement is within the said seven years period."
(ii) As per eligibility criteria specified under Sl.No.1(a). Pre-qualification shall be done based on experience of successfully completed works and ***not*** on experience of work in progress.

2. The tender documents can be had from the office of the Area Survey Officer, P.B. Area, Dist. Dhanbad (Jharkhand) during the period mentioned above on deposition of cost of tender paper in form of cash receipt obtained from finance dept of P.B. Area or bank draft of Nationalized bank /scheduled commercial Bank approved by Reserve Bank of India in favour of Bharat Coking Coal Ltd., payable at Dhanbad.

3. Completed sealed tender documents (part I & II) should be submitted at the same time.
   Part-I shall consist of terms and conditions of the tender, additional terms and conditions if any, technical bid and credentials.
   Part-II shall consist of tender documents as sold to the tenderers duly filled in for rates, amounts etc. i.e. price bid.
   The Earnest money deposit is to be submitted in a separate Envelope superscribing "Earnest Money Deposit" (Earnest Money to be submitted in form of cash receipt obtained from finance dept of P.B. Area or bank draft of Nationalized bank/ scheduled commercial bank approved by Reserve Bank of India in favour of Bharat Coking Coal Ltd.,payable at Dhanbad.)

   The bid shall be submitted in three separate envelopes.
   Envelope-I should contain E.M.D. and the cost of tender document if down loaded from the website.
   Envelope-II should contain Part-I of Tender Document
   Envelope-III should contain Part-II i.e. Price Bid.
   Thereafter, all the three envelopes should be submitted in one sealed envelope.
   The Part-I will be opened only after receipt of EMD and in case of downloaded tender, the cost of tender document too.
   The Part-II will be opened only after scrutiny and acceptance of part-I.
4. The earnest money is to be deposited as per detail given in the tender documents.
5. Sales Tax clearance certificate copy shall be **attested by a Gazetted Officer** of the Govt. (Central or State) & TIN No.
6. The tenderers have to submit Permanent Account No. (PAN) of Income Tax.
7. Conditional tenders will not be accepted.
8. Issuance of tender documents does not mean that the tenderer has been considered qualified.
9. The experience as given in the eligibility criteria should be in the name and style in which tender is filled. The experience in the name of some other firm/company will not be considered for this purpose.
10. The validity of the tender will be 120 days from the date of opening of price bid or revised price bid if any.
11. The management of BCCL reserves right to reject any or all tender or split the work among two or more tenderers without assigning any reasons whatsoever.
12. Other details may be obtained from detailed tender notice/tender documents/website http://www.bccl.gov.in.

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13. The contents of the Tender Documents as available in our office, shall be deemed as authentic .The bidder will be required to submit an undertaking that they will accept the tender document as available in the web-site and their tender shall be rejected if any tampering is there in the tender document thus submitted.
14. The tenderers have to submit their Bank A/c number, Account Type, Bank Name, Branch Name including RTGS Code and 9 digit code no. of Bank & Branch or 5 digit code of SBI is to be given for e-payment.
15. The tenderer has to submit the following :
    a) Affidavit regarding genuineness of the documents submitted & non-relationship in BCCL in original as per format given.
    b) Declaration on tenderer letter pad that they have not been debarred or de-listed by any Govt. or Quasi Govt. Agencies or PSUs as per format given.
16. EFT (Electronic Fund Transfer) & ECS (Electronic Clearance System) as per the format issued along with the Tender paper

Area Survey Officer
P.B. Area

Copy to :-

1) CVO, BCCL, Koyla Bhawan, Dhanbad.
2) GM, P.B. Area.
3) Addl. G.M., P.B. Area.
4) All CGMs/GMs of Areas of BCCL.
5) All Project Officers, P.B. Area.
6) GM (Civil), CED, Koyla Nagar.
7) Manager (System), P.B. Area – with a request to display this NIT in BCCL website. The downloading facility should be available during the period of sale of tender document only.
8) A.F.M / Sr.E.E.(C), P.B. Area.
9) Asst. Commandant CISF / Sr. Inspector, Security, P.B. Area with 2 copies of NIT for displaying on Notice Board.
10) Inspector I/c, CISF, Koyla Bhawan.
11) Builder's Association of India, 16LIG Housing Colony, Dhanbad.
12) PRO, BCCL – with 10 copies for wide publication of the following abridged NIT in News Paper as per BCCL norms on or before 09.04.2012 as well as display in Website

Ref No. : GM/PBA/Sur/Tender/2012/24 Dated 19.03.2012

Tenders for the following work are invited by Area Survey Officer, P.B. Area on behalf of BCCL Management.

"Drilling one no. of bore hole from surface to XV seam 200mtr depth dia 300mm with lowering 200mm dia (8") casing pipe and 1no. of pilot bore hole dia 150mm depth 200mm is required at Bhagabandh Colliery under P.B.Area"

Estimated Cost	Earnest Money	Cost of Tender paper	Time of Completion
₹4,14,780.00	₹4148.00	₹250.00	Three Months

All other details i.e. estimated cost of work, Completion period, Cost of E.M.D. etc. can be seen on Company's Website http://www.bccl.gov.in.

Sale period of tender documents : 09.04.2012 to 13.04.2012
Date of receipt of tender : 16.04.2012 from 10.00 A.M. to 3.00 P.M
Date of opening of Tender : 18.04.2012 at 11:30 A.M.

13) Notice Board.

BHARAT COKING COAL LIMITED
P.B. AREA

GENERAL CONDITIONS

1. Any bids received after the deadline prescribed in the notice due to any reasons whatsoever will not be accepted.

2. Quotations thus submitted shall consist of the following :-
   (i) Complete set of tender documents as sold, duly filled in and signed on all pages of the documents including Part I & Part II as per the Quotation notice.
   (ii) Particulars of valid registration Sales Tax Authorities / TIN.
   (iii) PAN (Permanent Income Tax Account Number).
   (iv) Earnest money deposit (as specified in the Notice).
   (v) Experience as per the Quotation Notice.
   (vi) Status of firm / copy of registration with BCCL for civil works.
   (vii) Declaration as per the Quotation Notice.

3. The shall be submitted in two envelope system with the first envelope containing credentials (duly authenticated by the bidder) in support of his qualifications in accordance with the eligibility criteria along with the EMD in a separate envelope and the second envelope containing the duly filled in Tender Document super scribing Envelope I, II and EMD on the cover.

4. The earnest money will be retained in the case of successful tenderer and refunded to the unsuccessful tenderer after finalization of the tender and will not carry any interest.

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

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

7. The work should be completed within specified time as per the quotation notice from expiry of ten (10) days from the issue of letter of acceptance of tender / work order or handing over the site.

8. On completion of the work all rubbish, debris, brick bats etc. shall be removed by the contractor (s) at his / their own expense and the site cleaned and handed over to the company.

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

10. (a) Full information should be given by the tenderers in respect of following :-

    [i] If an individual : Full name
    Postal Address

    Place of Business.

[ii]	If proprietary Firm	:	Name of the Proprietor Full postal address of Firm/Proprietors
[iii]	If partnership Firm	:	Full name of partners Full postal addresses of the registered office of firm & the partners Registered partnership Deed.

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

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

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

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

14. They should submit Power of Attorney of the person signing the Tenders, if Partner/ Proprietor of the firm not signing the Tenders.

15. Tenders shall be rejected outright without any reference if the documents submitted by the tenderers alongwith their lender fail to prove eligibility in terms at above criteria. Documents submitted alongwith the tenders shall be final and no supplementary document shall be accepted unless asked by the Company.

16. Tenders submitted shall become property of the company. Un-opened price bids of the ineligible tenderers shall be destroyed.

17. The credentials/documents submitted by the tenderer should be numbered serially and properly tagged.

18. The tenderers shall quote their rates both in figures and words. They should also put the total of the worked out cost of their offer both in figures and words, failing which their quotations are liable for rejection. The rates quoted should be inclusive of all incidentals, overheads, all taxes, Octroi's, duties, leads, lifts, carriage, tools & plant, Royalty etc.

19. Documents submitted along with the quotation shall be final and no supplementary document shall be accepted unless asked by the company.

20. Compensation for delay / Termination of the contract- The L.D shall be 1/2 % of the contract value per week subject to a ceiling of 10% of the contract value, In case of termination of the contract, the company shall be entitled to recover LD up to 10% of the contract value including Security Deposit besides getting the work completed by other means at the risk and cost of the contractor.

21. The work shell be executed as per General terms & Conditions of the contract prevailing in BCCL, the description of items in the BOQ and as per the instruction of the EIC.

22. Refund of Earnest Money :-

The Earnest Money will be refunded to the unsuccessful bidders after finalization of the award or on rejection of his bid or at the expiry of the validity period of the tender (unless extended) whichever is earlier. The Earnest Money of the successful bidders will be retained by the department as part of the security deposit for due fulfillment of the contract and will not carry any internet.

23. Any bids received after the deadline prescribed in the notice due to any reasons whatsoever will not be accepted.

24. In cases where the tenderer fails o commence the work latest within one month of award of the work or within one month of handling over site, whichever is earlier, the Earnest Money shall be absolutely forfeited.

25. If the bid of the successful bidder is seriously unbalanced in relation to the estimate of the cost of work to be performed under the contract, the company may require the bidder to produce detailed price analysis for any or all items of the Bill of quantities to demonstrate the internal consistency of these prices with the construction method and the schedule proposed. After evaluation of the price analysis, the company may require that the amount of the performance security /security deposit is increased at the expense of the successful bidder to a level sufficient to protect the company against financial loss in the event of default on the part of the successful bidder under the contract.

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

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

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

27. Settlement of dispute :-
a) 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 which no disputes/claims of the contractor shall be entertained by the company.
b) In spite of above, in case the contractor enters into litigation, such action should have to be taken in a court of law with jurisdiction over the place where the subject work is to be executed.

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

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

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

30. The works shall be executed as per General specifications, CPWD guidelines, Description of the items and as contained in the BOQ with its Quality Assurance. The contractor should get the sample of Brick, Sand stone chips, Lime, Surkhi etc approved by the Engineer in charge before execution of such items.

31. The validity period of the tenders shall be 4 (four) months form the date of opening of price bid or revised price bid, if any. The tenderer shall not during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender or any terms/conditions thereof without consent in writing of the company. In case the tenderer violates to abide by this, the Company will be entitled to forfeit the Earnest Money and reject the tender.

32. Banned or delisted Contractors :

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

33. The contractor /contractors shall employ only competent, skillful and orderly men to do the work. The Engineer In-Charge shall have the right to ask the contractor/contractors to remove form the work site any men of the contractor/contractors who in his opinion is undesirable and the contractor/contractors will have to remove him within 3 (three) hours of such orders.

    The contractor shall maintain all records as per the provision made in the various statutes including contract Labour (Regulation & Abolition) Act, 1970 and the Contract Labour (Regulation & Abolition) Central rules 1971 Minimum Wages At, Workmen Compensation Act etc. and latest amendment thereof. Such records maintained by the contractor shall be opened for inspection by the Engineer In-Charge or by the nominated representatives of the Principal Employer.

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

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

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

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

37. The terms and conditions as mentioned in the tender document are only indicative for any other matter not mentioned in this tender. Quotation documents the guidelines of CIVIL ENGINEERING MANUAL OF COAL INDIA LIMITED shall be referred.

Area Survey Officer
P.B. Area

DECLARATION

1) I, _____, Partner/Legal Attorney/Accredited Representative of M/S. _____, _____solemnly declare that :-

2) We are submitting Tender for the work _____ _____ _____ against Tender Notice No._____ dated _____.

3) Myself or Our Partners do not have any relative working in BCCL.
   I/We do have any relative working in BCCL……
   (Please strike off which is not applicable).

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

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

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

7) I / We _____ hereby declare that our firm (Name of the Firm & Address) _____ _____ _____have not been banned or delisted by any State Government or Central Government or Quasi Government Agencies or Public Sector Undertakings.

Signature of the Tender

Date :_____

BHARAT COKING COAL LIMITED
P.B. AREA

DETAILED TENDER NOTICE

1. Sealed Tenders in prescribed forms and parts with the name of works super scribed as **Drilling one no. of bore hole from surface to XV seam 200mtr depth dia 300mm with lowering 200mm dia (8") casing pipe and 1no. of pilot bore hole dia 150mm depth 200mm is required at Bhagabandh Colliery under P.B.Area** Tender Notice No. GM/PBA/Sur/Tender/2012/24 Dated 19.03.2012 on each of the envelopes are invited from bonafide and experienced contractors and will be received at i) CISF Post in the office of the General Manager, P.B. Area, P.O.Kusunda, ii) BCCL H.Q. i.e. C.I.S.F. post, near Koyla Bhawan Gate, Koyala Nagar, Dhanbad upto 3:00 P.M. on 16.04.2012. All tenders will be opened at 11:30 A.M. on 18.04.2012 in the presence of the attending tenders or their authorized representatives who wish to be present in case where the tenders is in two parts, only Part-1 will be opened on the above day and time.

1. (a) Tenders should be submitted in the prescribed form in time. These forms together with the proposed contract document including specifications and tender drawings (if available) may be obtained from the office of Area Survey Officer, P.B. Area during normal working hours on payment of **Rs. 250/- (non-refundable) (Rupees Two hundred fifty only)** as Application fee for each set. The payment may be made either in Cash or By Bank Draft drawn in favour of BHARAT COKING COAL LIMITED on any nationalized / scheduled Bank.

   (b) Any Bids received after the deadline prescribed at Clause I above due to any reasons what-so-ever will not be accepted.

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

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

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

   ii) Valid Sales Tax Registration Certificate copy / TIN.

   iii) Copy of PAN (Permanent Income Tax Account Number).

   iv) Earnest Money deposit (as specified hereafter).

   v) Power of Attorney in the case the tender is signed by an authorized representative of the tenderer.

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

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

   (e) The Tender shall be submitted in Two Envelopes System with the first envelope containing credentials (duly authenticated by the bidder) in support of his qualifications in accordance with the

eligibility criteria along with the EMD in a separate envelope and the second envelope containing the duly filled in Tender Document super scribing Envelope-I, II and EMD on the cover.

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

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

The Part I & Part-II should also be put into separate sealed envelopes super scribed as such. Thereafter all the three envelopes should be submitted in a sealed envelope with appropriate superscription.

The date of opening of the Second Envelope or Part II of the tenders shall be communicated in due course after consideration of First Envelope or Part – 1.

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

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

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

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

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

   The rates shall be written both in words and figures and the unit in the words and the amount against each item totaled. The rates for the work should be inclusive of all incidentals, over heads, all taxes, control's duties, leads, lifts, carriage, tools, & plant etc. as required for execution and completion of the work.

   It shall be deemed that the tenderer has visited the site/are and got fully acquainted with the working conditions and other prevalent conditions and fluctuations there to whether they actually visited the site/are or not and have taken all the above factors into account while quoting his rates.

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

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

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

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

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

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

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

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

13. The tender (s) should also state what technical / supervisory person he / they could be employing for supervising the work.

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

[i]	If an individual	:	Full name Postal Address Place of Business.
[ii]	If proprietary Firm	:	Name of the Proprietor Full postal address of Firm/Proprietors
[iii]	If partnership Firm	:	Full name of partners Full postal addresses of the registered office of firm & the partners Registered partnership Deed.

15. Change in Constitution of the Contracting Agency

Prior approval in writing of the company shall be obtained before any change is made on the constitution of the contracting agency, otherwise it will be treated as a breach of Contract.

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

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

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

(c) Any intending tender, after obtaining tender documents on payment of Application fee, having doubts as to the meaning of any part of the tender documents may submit to the official inviting tender a written request for interpretation or clarification thereof, Any interpretation or clarification of the

tender documents by formal addendum if issued by the official inviting tender, shall be final and valid and binding on the company and the tenderers.

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

19. (a) The validity period of the tenders shall be 4 (four) months form the date of opening of price bid or revised price bid, if any. The tenderer shall not during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender or any terms/conditions thereof without consent in writing of the company. In case the tenderer violates to abide by this, the Company will be entitled to forfeit the Earnest Money and reject the tender.

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

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

21. The work shall be executed as per General terms & Conditions of the contract prevailing in BCCL, the description of items in the BOQ and as per the instruction of the EIC.

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

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

24. Earnest Money :-
    i. The earnest money for tenders should be 1% (one percent) of estimated value of work.
    ii. Earnest money to be deposited in the form of irritable Bank Guarantees from Scheduled bank/ Branch acceptable to the company) with validity 26 days before the validity of the Bid in the prescribed format. Certificate Cheques and Demand Draft will also be acceptable as Earnest Money/ Bid Security.
    iii. However for work valued up to Rs. 5 Lakhs the earnest money may be deposited in cash or in the aforesaid from The earnest money / bid security shall bear no interest.

25. Forfeiture of Earnest Money :

According to prevalent standard practice Earnest Money is paid by cash tenderes to enable the company to ensure that a tenderer does not refuse to execute the work after it has been awarded to him. In cases where the tenderer fails to commence the work latest within one month of award of the work or within one month of handling over site, whichever is earlier, the Earnest Money shall be absolutely forfeited to the company.

In case where decisions has been taken to forfeit earnest money of the tenderer for valid reasons, it is necessary to issue request notice to defaulting contractor.

26. Refund of Earnest Money :

The Earnest Money will be refunded to the unsuccessful bidders after finalization of the award or on rejection of his bid or at the expiry of the validity period of the tender (unless extended) whichever is

earlier. The Earnest Money of the successful bidders will be retained by the department as part of the security deposit for due fulfillment of the contract and will not carry any internet.

27. Security Deposit :
    The first part of security deposit including Earnest Money already deposited shall be 5% (five percent) of the contract value of the revised contract value, ifany.

    The contractor shall deposit immediately but within 30 days after receipt of letter of Acceptance of Tender, the balance of 4% (four percent) of awarded value after adjustment of the earnest money already paid as Initial Security deposit. Failure to do so shall ented cancellation of the letter of acceptance of tender/ award of work & forfeiture of Earnest Money deposit. The above security deposit shall remain at the disposal of the company as security for the satisfactory execution and completion of the work in accordance with the provision of the contract / work order. The security deposit amount shall not carry any interest.

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

28. Refund of Security Deposit :

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

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

    (c) Any defect/defects in the work, if detected after issue of completion certificate is/are rectified to the satisfaction of the Engineer-in-Charge within the said period of six months.
    (d) In the case of building work or other work of similar nature, the refund shall be made on the expiry of the said six months period or at the end of one full monsoon period i.e. June to October, whichever is later in point of time and any defects such as leakages in roof, effloresces in walls, dampness in drainage etc. should be rectified to the satisfaction of Engineer in –Charge.

29. Execution of Agreement / Work Order :

    As soon as possible after the acceptance of a tender and award of work the successful tenderer si called upon to furnish the required initial security deposit and to execute a formal agreement. Only work order is issued to the contractor for works valued upto Rs. 5 lakhs and it is not necessary to execute agreement in such cases. Standard documents only form part of the contract agreement. Important points of the correspondences with the contractor should be reflected in the work order/ contract agreement.

30. The bidders would give a declaration that they have not been banned or delisted by any Govt. or Quasi-Govt. Agencies or PSU's (As per format).

31. In Price Part the overall lowest tenderer shall be considered for award of the work being lowest in any part of the tender shall be of no consequences and such tenderers shall not have any claim for award of part work.

32. The credentials / documents submitted by the tenderer should be numbered serially and properly tagged.

33. Evaluation of Tenders (Weightage)

Financial turn over and cost of completed works of previous works shall be given a weightage of 5% per year (average annual rate of inflation) to bring them at current price level, while evaluating the qualification requirement and bid assessment of the bidders.

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

If the bid of the successful bidder is seriously unbalanced in relation to the estimate of the cost of work to be performed under the contract, the company may require the bidder to produce detailed price analysis for any or all items of the Bill of quantities to demonstrate the internal consistency of these prices with the construction method and the schedule proposed. After evaluation of the price analysis, the company may require that the amount of the performance security /security deposit is increased at the expense of the successful bidder to a level sufficient to protect the company against financial loss in the event of default on the part of the successful bidder under the contract.

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

34. Banned or delisted Contractors :

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

35. **Discrepancies in contract documents & adjustments thereof**.

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

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

Any error in description, quantity or rate in Bill of Quantities or any omission there from, shall not vitiate the contract or release the contactor from discharging his obligations, under the contact including execution of work according to Drawings and specifications, forming part of the particular contract document.

36. Any difference detected in the tender/tenders submitted resulting from :

(a) Discrepancy between description in words and figures, the rate which corresponds to the amount worked out by the contactor shall be taken as correct.

(b) Discrepancy in the amount quoted by the contractor due to calculation mistake of the unit rate and quantity, the unit rate shall be regarded as firm and amount corrected.

(c) Discrepancy in totaling or carry forward in the amount quoted by the contractor shall be corrected.

(d) When the amount of an item is not worked out by the contactor or its does not correspond with the rtes written either in figure or words, then the rates quoted by the contractor in words shall be taken as correct.

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

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

37. If the contractor, without reasonable cause or valid reasons, commits default in commencing the work within the aforesaid time limit, the company shall without prejudice to any other right or remedy , be at liberty, by giving 15 days notice in writing to the contractor to commence the work, to forfeit the Earnest Money deposited by him and to rescind the Letter of Acceptance of tender/Work Order.

38. COMPENSATION FOR DELAY :

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

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

39. The company, if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time of completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension granted being with L.D. the company will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the contractor as agreed damages equivalent to half percent (1/2%) of the contract value of the works for each week or part of the week subject to a ceiling of 10% of the contract price.

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

41. A HINDRANCE REGISTER shall be maintained by both department and the contractor at site to record the various hindrances, as stated above, encountered during the course of execution.

Hindrance register will be signed by both the parties. The contractor may also record his observations in the Hindrance Register. In case the contractor has a different opinion for hindrance and a dispute arises then the matter would be referred to the EIC and or the next higher authority whose decision would final & binding on the contractor & the decision to be communicated within 15 days.

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

42. 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/walve penalty at the time of granting final extension of time as per contract agreement.

    In case the contractor does not apply for grant of extension of time within 15 (fifteen) days of the hindrance occurring in execution of the work and the department wants to continue with the work beyond the stipulated date of completion for reason of the work having been unavoidably hindered, the Engineer-In-Charge can grant extension of time even in the absence of application from the contractor. Such extension of time granted by the Engineer in Charge is valid provided the contractor accepts the same either expressly or implied by his actions before and subsequent to the date of completion. Such extension of time shall be without prejudice to Company's right to levy compensation under the relevant clause of the contract.

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

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

45. The company, through the Engineer In Charge, shall have full powers to reject any materials or work due to a defect therein for not conforming to the required specification, or for materials not being of the required quality and standard or for reasons of poor workmanship or for not being in accordance with the sample approved by him. The contractor shall forthwith remedy the defect/replace the materials at his expense and no further work shall be done pending such rectification/replacement of materials, if so instructed by the Engineer In Charge.

46. The Engineer In Charge shall be entitled to have tests carried out for any materials, according to the standard practice followed for such tests, other then those for which satisfactory proof has already been furnished by the contractor who shall provide at his expense all facilities which to Engineer In Charge may require for the purpose.

47. The cost of any other tests, if so required by the Engineer In Charge, shall be borne by the contractor only, if the test shows the workmanship or materials not to be in accordance with the provision o the contract or the instruction of Engineer In Charge, but otherwise by the company.

    Extra items of work executed will be paid on specific written authorization of CGM(Civil)/GM(Civil/CE(Civil) of the company or Staff Officer (Civil) of the Area provided that the value of such extra items of work when added together is not more than 10% of the contract value and the total gross payment including excess quantity does not exceed the contract value.

48. Balance amount on account of excess quantity and extra items of work executed shall be paid after the deviation estimate/revised estimate regularizing the extra items and excess quantities of work is sanctioned by the competent authority of the company with the concurrence of the Finance Department of the company.

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

49. Termination, Cancellation, Suspension and Foreclosure of Contract

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

(a) Makes default in proceeding with the works with due diligences 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 notice in writing.

OR

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

OR

(d) Shall offer or give or agree to give any person in the service of the company or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/acts of favour in relation to the obtaining or execution of this or any other contact for his company.

OR

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

OR

(f) Transfer, 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.

50. Additional Responsibilities of the Contractor (s)

The contractor /contractors shall employ only competent, skillful and orderly men to do the work. The Engineer In-Charge shall have the right to ask the contractor/contractors to remove form the work site any men of the contractor/contractors who in his opinion is undesirable and the contractor/contractors will have to remove him within 3 (three) hours of such orders.

The contractor shall maintain all records as per the provision made in the various statutes including contract Labour (Regulation & Abolition) Act, 1970 and the Contract Labour (Regulation & Abolition) Central rules 1971 Minimum Wages At, Workmen Compensation Act etc. and latest amendment thereof. Such records maintained by the contractor shall be opened for inspection by the Engineer In-Charge or by the nominated representatives of the Principal Employer.

The contractor/contractors shall provide facilities for the sanitary necessities of all persons employed on the work shall be constructed and maintained in the number, manner and place approved or ordered or by the Engineer In-Charge. The contractor/contractor shall vigorously prohibit committing of nuisance at any other place. Cost of all works under this item shall be covered by the contractor/contractors tendered rates.

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

51. All taxes, whether local, municipal Provincial or central etc. and cess, royalties etc. are payable or may become payable during the entire periods of contract, shall be to the contractor/contractors account and shall be deemed to have been included in the tender for the work be executed by him/ her.

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

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

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

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

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

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

55. The contractor shall be registered with the concerned State Govt. and the Central Govt. in respect of Sales Tax Act and the certificate having details of Registration No. period of validity etc. should be submitted with the tender documents.

56. Defects Liability Period :

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

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

(b) In the case of building works or other works of similar nature any defect in the work detected by the Engineer In Charge within a period of 6(six) months from the date of issue of Defect Liability certificate/completion certificate or before the expiry of one full monsoon period i.e. June, to October whichever is later in point of time.

57. A programme shall be drawn by the contractor and the Engineer In Charge for carrying out the defects by the contractor detected within the defect liability period and if the contractor fails to adhere to this programme., the Engineer In Charge shall be at liberty to procure proper materials and carry out the rectifications in any manner considered advisable under the circumstances and the cost of such procurement of materials and rectification work shall be chargeable to the contractor and recoverable from any of the pending dues of the contractors.

    The defect liability period can be extended by the company on getting request from the contractor only for valid reasons.

    There will no defect liability period for works like Grass Cutting, Jungle Cutting, Surface Dressing & any other work of similar nature to be decided by the Engineer In Charge.

58. 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.

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

60. Safety Measure : The contractor shall make all adequate arrangements for the safety of the workmen at his own cost during execution of work.

61. COMPLIANCE OF LABOUR LAWS :-

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

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

62. We have read the tender document and understood all provisions and specification in totally. All terms and conditions are acceptable to us. We do not have any terms and conditions of

63. The terms and conditions as mentioned in the tender document are only indicative for any other matter not mentioned in this tender. Quotation documents the guidelines of CIVIL ENGINEERING MANUAL OF COAL INDIA LIMITED shall be referred.

64. **Abnormally High Rate (AHR) and Abnormally Low Rate (ALR) Items.**
Abnormally High rates & abnormally low rates in the item rate tenders shall be regularized and delat as per details given below :

i) For identification of AHR & ALR items the ceiling of +/- 20% respectively; when compared with the updated estimated rate; is considered as reasonable. Updating shall be done after adding percentage calculated as per system laid down earlier on the estimated rate.

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

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

iv) For identified abnormally low rate (ALR) items, the contractor will be required to deposit with the company the difference in amount calculated between the departmental justified rate multiplied by the quantity of a particular ALR item and the ALR rate quoted by the contractor multiplied by the quantity of the same item. The total amount to be deposited will be the sum total of all the identified ALR items calculated as per the method outlined above.

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

Area Survey Officer
P.B. Area

Signature of the Tenderer as taken of acceptance.

Seal

INSTRUCTION TO THE BIDDERS

1. The Bidders are supposed to visit and examine the site of work, at their own cast and risk, and obtain all information that maybe necessary for participating in the tender and entering into contract.

2. The Bidders are advised to study this document in detail and understand all provisions.

3. Place of deposit of Tender Document As per NIT.

4. On opening of Part-I of the tenders, the following shall only be checked for deciding eligibility for opening of Price Bids (Part-Il)

Works Value upto Rs. 5.00 Lakhs

(i) Earnest Money Deposit in the form of Demand Draft on nationalised bank / scheduled Bank acceptable to the company in favour of Bharat Coking Coal Limited.

(ii) Photo copy of Permanent Income Tax Account Number (PAN).

(iii) Particulars of Registration with appropriate Sales Taxes Authorities with its validity.

(iv) Affidavit regarding genuineness of the papers submitted and information furnished duly authenticated by Notary as per format given.

(v) The proprietor or attorney holder / Authorised signatory in case of partnership firm only should sign the tender document.

(vi) The bidders would give a declaration that they have not been banned or delisted by any Govt or Quasi-Govt. Agencies or PSU's.

(vii) Proof of experience as per N.I.T- Completion certificate / Copy of final bill only.

Process For Evaluation of Tenders

(i) Tender Document shall be issued to intending bidder on request and production of cost of Tender document as stipulated in NIT.

(ii) Tenders shall be submitted either in single Part or in two Parts as stipulated in NIT in the tender box placed as specified in NIT within the scheduled date and time.

(iii) Part-I of the tenders will be opened in Presence of attending bidders by duly constituted committee. The Part-II (Price bid) of all the bidders shall be sealed in a separate cover which would be kept in safe custody.

(iv) Part-I of the tenders shall be evaluated on scrutiny of Papers/Documents submitted by the tenderers along with the tenders in terms of eligibility criteria as mentioned in the NIT / Tender document / instruction of bidders of NIT. The bidders who fail to fulfill eligibility criteria shall not be entitled for opening of their price bid.

Bidders should also note that documents submitted along with the tender shall be final. No further correspondence with regard to completeness of documents submitted shall be made; supplementary documents shall not be accepted unless they are asked for by the company.

(v) Part-II (Price bid) of those bidders who fulfills the eligibility criteria shall be opened only, on scheduled date and time with intimation to the eligible bidders. Tenders submitted shall be the properly of the company. Un-opened Price bids of the Company shall have no obligation to return the same to the tenderer.

(vi) The overall lowest tenderer shall be considered for award of the work. Being lowest in any Part of the tender shall be of no consequence and such tenders shall not have any claim for award of Part work.

(vii) After observing the above formalities TCR would be processed as the case may be as per the guide line of CIVIL ENGINEERING MANUAL.

Non Judicial Stamp Paper of Rs. 5/-

AFFIDAVIT

1) I, _____, Partner/Legal Attorney/Accredited Representative of M/S. _____, _____solemnly declare that :-

2) We are submitting Tender for the work _____ _____ _____ against Tender Notice No._____ dated _____.

3) Myself or Our Partners do not have any relative working in BCCL.
   I/We do have any relative working in BCCL……
   (Please strike off which is not applicable).

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

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

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

7) None of the partners of the firm has either individually or collectively been involved in criminal offences.

Signature of the Tender

Dated :_____

Seal of Notary

DECLARATION

I / We _____ hereby declare that our firm (Name of the Firm & Address) _____

_____

_____ have not been banned or delisted by any State Government or Central Government or Quasi Government Agencies or Public Sector Undertakings.

Signature of the Bidder
& Seal of firm

(Note: To be submitted in Triplicate)

FOR PAYMENT TO CONTRACTORS

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

1	Vendor/ supplier/ contractor/ customer's name & address (with telephone number & Fax number)	
2	Particulars of Bank Account	
	a) Bank Name	
	b) Branch Name (Including RTGS Code)	
	Address	
	Telephone No. & Fax No.	
	c) 9 – Digit Code Number of the Bank & Branch (Appearing on the MICR Cheque issued on the bank) or 5 digit code number of SBI	
	d) Account Type (S.B. Account/ Current Account or Cash Credit with code 10/11/13)	
	e) Ledger No./ Ledger Folio No.	
	f) Account Number (Core Banking) & Style of Account (As appearing on the cheque Book)	

2. DATE OF EFFECT:

I hereby declare that the particulars given above are correct & 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 customer/ vendor/ supplier/ contractor

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

(_____)

Signature of the authorized officials from the Bank

CHECK LIST TO BE ATTACHED WITH THE TENDER

Important Notice : An incomplete offer/ bid may be rejected. To aid the bidders in submitting the offer, a checklist is included in the Bid Document. The bidders must fill this and submit along with their offer in their own interest.

NIT Ref. No. : **GM/PBA/Sur/Tender/2012/24 Dated 19.03.2012**

Name of the Work : **Drilling one no. of bore hole from surface to XV seam 200mtr depth dia 300mm with lowering 200mm dia (8") casing pipe and 1no. of pilot bore hole dia 150mm depth 200mm is required at Bhagabandh Colliery under P.B.Area**

Tender due for Opening : **At 11:30 A.M. on 18.04.2012**

Sl. No.	Particulars of Completed Tender Document	Status of Submission (Indicate Yes/ No)	Ref. Page No. of Bid
1.	Has the bid Document been issued to you?		
2.	Have you downloaded it from BCCL website?		
3.	Application Fee/ Cost of tender document & Declaration if tender document downloaded from BCCL website		
	(i) Have you submitted the application fee/ tender document cost in the form of DD? (DD should be prepared before the scheduled closure of sale of Tender Documents.)		
	(ii) Have you submitted the *"undertaking"* that you will accept the tender document as available in the website and your tender shall be rejected if any tampering is there in the tender document thus submitted?		
4.	Earnest Money		
	(i) Earnest Money in the form of Cash deposit/ DD		
	(ii) Earnest Money in the form of BG as per the format provided on the tender document with validity as per NIT requirement.		
5.	Eligibility Criteria		
	(i) Work Experience/ Completion Certificate/ Certificates of similar works as per NIT requirement.		
	(ii) Financial Turnover certificates as per NIT requirement.		
	(iii) Documents/ certificates for calculation of *Assessed Available Bid Capacity* as per the requirement of NIT (*Bid Capacity is Applicable for works with Estimated Cost more than ₹1 crore)		
6.	Other Documents to be submitted along with Tender		
	(i) Copy of PAN Card		
	(ii) Copy of Sales Tax/ VAT Clearance Certificate (Sales Tax clearance certificate should be valid on date of receipt of Tender & shall be attested by Gazetted Officer)		
	(iii) Affidavit on Non-Judicial Stamp Paper or on Non Judicial Adhesive Stamp as per the Proforma provided in the Tender Document		
	(iv) Declaration as per Proforma provided in the tender document		
	(v) Copy of registered partnership deed/ Joint Venture Agreement as the case may be.		
	(vi) Original "Power of Attorney" in case person other than the tenderer has signed the tender documents.		
	(vii) Form of EFT (Electronic Fund Transfer)/ ECS (Electronic Clearing System) as per Tender Document.		
7.	Whether all the documentary evidences are duly attested by Gazetted Officer or self attested		
8.	Whether all the pages of tender document are duly filled, signed and sealed?		
9.	Whether Price Bid is properly filled as per Tender Document stipulation?		
10.	(i) Whether DD towards Application Fee/ Cost of Tender Document, if Tender Document downloaded from BCCL website, kept in a separate envelope and duly sealed?		
	(ii) Whether DD or cash receipt/ BG toward EMD, Kept in a separate envelope and duly sealed?		
	(iii) Whether Technical Bid (Part - I), duly sealed as required?		
	(iv) Whether Price Bid (Part - II), duly sealed as required?		
	(v) Whether all above envelopes kept inside one envelope?		

Date:

Signature of Bidder

Name:
Full Address:

Telephone No.:
e-mail address :

BHARAT COKING COAL LIMITED
(A Subsidiary of Coal India Ltd.)

Office of the General Manager, P.B. Area
P.O. Kusunda, Dist. Dhanbad

SURVEY DEPARTMENT

PART – II

(To be submitted in separate envelope)

1	Name of work	:-	**Drilling one no. of bore hole from surface to XV seam 200mtr depth dia 300mm with lowering 200mm dia (8") casing pipe and 1no. of pilot bore hole dia 150mm depth 200mm is required at Bhagabandh Colliery under P.B.Area.**
2	Name of Tenderer	:-	
	Address (with Pin Code)	:-	
	Contact No. (Tel / Mob.)	:-	
3	N.I.T. Reference	:-	**GM/PBA/Sur/Tender/2012/24 Dated 19.03.2012**
4	Date of Receipt of tender	:-	From 10.00 A.M. to 3.00 P.M. on **16.04.2012**
5	Date of open of Part-II	:-	At 11:30 A.M. on **18.04.2012**
6	Documents issued to Tenderers	:-	BILL OF QUANTITY

SIGNATURE OF ISSUING OFFICER

Bill of Quantity for Drilling one no. of bore hole from surface to XV seam 200mtr depth dia 300mm with lowering 200mm dia (8") casing pipe and 1no. of pilot bore hole dia 150mm depth 200mm is required at Bhagabandh Colliery under P.B.Area.

a) 300mm (12") dia one no. of bore hole drilling from surface to XV seam for the purpose of stowing in XV seam, Bhagabandh Colliery under P.B.Area with 200mm dia (8") casing pipe /lowering

Depth of B.Hole (in m)	Depth (in m)	Dia	Rate (Rs./m)	Amount (in Rs.)
0-30	30	300mm	1103.00	33090.00
30-60	30	300mm	1202.00	36060.00
60-90	30	300mm	1314.00	39420.00
90-120	30	300mm	1420.00	42600.00
120-150	30	300mm	1508.00	45240.00
150-180	30	300mm	1670.00	50100.00
180-200	20	300mm	1800.00	36000.00
				₹282510.00

b) 200mm dia (8") casing pipe lowering from surface to XV seam

Depth of B.Hole (in m)	Depth (in m)	Dia	Rate (Rs./m)	Amount (in Rs.)
0-30	30	200mm	44.00	1320.00
30-60	30	200mm	44.00	1320.00
60-90	30	200mm	49.00	1470.00
90-120	30	200mm	49.00	1470.00
120-150	30	200mm	54.00	1620.00
150-180	30	200mm	54.00	1620.00
180-200	20	200mm	59.00	1180.00
				₹10000.00

c) 150mm dia pilot bore hole drilling from surface to XV seam1 no.200m depth

Depth of B.Hole (in m)	Depth (in m)	Rate (Rs./m)	Amount (in Rs.)
0-30	30	419.00	12570.00
30-60	30	520.00	15600.00
60-90	30	578.00	17340.00
90-120	30	617.00	18510.00
120-150	30	647.00	19410.00
150-180	30	734.00	22020.00
180-200	20	841.00	16820.00
			₹122270.00

Total = a + b + c

= **₹ (2,82,510.00 + 10,000.00 + 1,22,270.00)**

= **₹ 4,14,780.00**

(Rupees Four lakhs fourteen thousand seven hundred eighty only)

Synopsis:

I/ We gone through the bill of quantity.

I/ We quote _____ % (_____) above/ below the estimated cost amounting to Rs. _____ (Rupees_____)

Area Survey Officer
P.B. Area

Signature of Contractor

Name of the contractor
Seal & Date