

**Bharat Coking Coal Limited**  
(A subsidiary of Coal India Limited)  
Koyla Bhawan, Koylanagar,  
Dhanbad-826005

**Ref.No. BCCL/E&M/F-Tender/11/6067 - 107**

**Dated : -18/07/2011**

**Notice Inviting Tender**

Sealed tenders are invited for AMC of 19 (Nineteen) Nos. of Rail weighbridges at different locations of BCCL for a period of 3 yrs (three years) with name, tender notice No. and date, superscribed on each of the envelope from bonafide tenderers, having valid licence issued by weights & measure department for maintenance of 100 T, Static and In-Motion Rail Weigh Bridge, of concerned states, and who have successfully completed AMC in respect of 100 T, Static / In motion Rail Weighbridge, in BCCL /or any other subsidiary of CIL /any CENTRAL/ STATE Govt.Establishment for the following works.

**Name of Work: -ANNUAL MAINTENANCE CONTRACT OF 19 (NINETEEN)NOS. RAIL WEIGHBRIDGES**

**Estimate of the Work is as under.**

Group/ Sl.No.	Name of weighbridge	Location	State
<b>A.</b>	<b>IN-MOTION.</b>		
1	Kumardhubi.	Yard	Jharkhand
2	Damagoria.	Siding	West Bengal
3	Mohulbani.	Siding	Jharkhand
4	Patherdih- II.	Yard	Jharkhand
5	Patherdih- III.	Yard	Jharkhand
6	Burragarh.	Siding	Jharkhand
7	Kusunda –I.	Siding	Jharkhand
8	Katras- II.	Yard	Jharkhand
9	Khanoodih.	Yard	Jharkhand
10	Barora NL.	Siding	Jharkhand
11	Bhojudih- III.	Washery	West Bengal
<b>B.</b>	<b>STATIC (HYBRID)</b>		
12	Sudamdih- I.	Washery	Jharkhand
13	Sudamdih –II.	Washery	Jharkhand
14	Mohuda.	Washery	Jharkhand
15	Dugda- I.	Washery	Jharkhand
<b>C.</b>	<b>STATIC (FULLY ELECTRONIC)</b>		
16	Bhojudih- I.	Washery	West Bengal
17	Bhojudih- II.	Washery	West Bengal
18	Dugda- II.	Washery	Jharkhand
19	Moonidih.	Washery	Jharkhand

**ESTIMATED COST Rs,33,75,000.00 PER ANNUM.**

Estimated Cost for three years.	Earnest Money	Cost of tender paper	Contract period
Rs,1,01,25000.00	Rs,1,01,250.00	Rs, 5000.00	Three Years. (36 Months)

The lowest rate offered against the bid submitted will be distributed among 11 nos, of In motion, 4 nos of Static(Hybrid) and 4 nos of Static (Electronic) in the percentage of 68%, 12%, and 20% respectively. The above apportioned amount of each group will be distributed equally to individual weigh bridges of same group i.e.total amount of In motion group will be divided equally among 11 weigh bridges located at different locations and similarly for other groups.

**AVAILABILITY OF TENDER DOCUMENTS**

Tender documents including terms and conditions of work shall be available from the Office of the CGM(E&M) Level IV, Koyla Bhawan, Koyla Nagar, Dhanbad-826005, Jharkhand, during normal working hours from-26.07.2011 to 20.08.2011 except on Sundays & Holidays, on payment of cost of Tender Document either in cash or by Bank Draft Drawn in favour of "Bharat Coking Coal Limited" on any Nationalized/Scheduled bank payable at Dhanbad. In the event of the specified date for submission /opening of bid 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 Web site <http://bccl.cmpdi.co.in> & can be down loaded directly.

**The tender will be received on 23/08/2011 up to 03.30 PM in tender Box kept at**

- a) CISF gate, Koyla Bhawan, Bharat Coking Coal Ltd, Koyla Nagar, Dhanbad.**  
**& b) Bharat Coking Coal Ltd, Kolkata office, 6 Lyons Range, Kolkata-1.**

The tenders will be opened on 26/08/2011 at 04.00 PM in the office of the CGM(E&M) BCCL, HQ.  
 Level IV, Koyla Bhawan, Koyla Nagar, Dhanbad-826005, Jharkhand

**1) ELIGIBILITY CRITERIA.****Proveness Criteria.**

- i) Average Annual financial turnover during the last 3 years, ending 31<sup>st</sup> March of the previous financial year, should be at least 30% of the estimated cost (Annualized).
- ii) Experience of having successfully completed works during last 7 years ending last day of the month previous to the one in which applications are invited should be either of the following :-
  - a. Three similar completed works (AMC of 100T capacity In motion rail weighbridge / 100T capacity static Rail weighbridge for one year ) costing not less than the amount equal to 40% of the estimated cost.
  - or
  - b. Two similar completed works (AMC of 100T capacity In motion rail weighbridge / 100T capacity static Rail weighbridge for one year ) costing not less than the amount equal to 50% of the estimated cost.
  - or
  - c. One similar completed works (AMC of 100T capacity In motion rail weighbridge / 100T capacity static Rail weighbridge for one year ) costing not less than the amount equal to 80% of the estimated cost.

**Note:- Similar works means Annual Maintenance Contract of 100 T. Static / In motion type of Rail Weigh Bridges.**

**2) Service Tax**

The tenderer must have **PAN based** service tax registration No, if exempted they have to produce documentary evidence in support of the same.

The quoted offer should be exclusive of Service Tax. Service Tax will be paid extra, as applicable, however, tenderer has to furnish a certificate at the time of claiming reimbursement stating the rate of Service Tax at which the Service Tax has been paid and confirming that reimbursement for this amount has not been claimed from any place, anywhere in India.

**3) Payment Terms:-**

- i. Payment will be made within 30 days of receipt of technically and commercially clear bills.
- ii. Half Yearly payment shall be made for the entire certified amount.
- iii. Centralised payment from HdQrs.
- iv. Paying Authority – F.M/Ic (P&P) HdQrs, BCCL, Koyla Bhawan
- v. Payment will be made only after receipt of certificate from AM(E&M) of the respective Area/Project Officer of respective Washeries for satisfactory performance of the work & counter signed by G.M. (E&M), BCCL. The bills are to be supported by Service Reports (Fortnightly inspection/On call inspection) & calculation sheet for penalty imposed, duly certified by Officers of Unit & Area.
- vi) Payment will be made to suppliers/contractors through e-Payment. For payment to suppliers/contractors through e-Payment enclosed proforma to be submitted in ANNEXURE-I.

**4) Security Deposit:-** An amount equivalent to 5% of the awarded value (including service tax as applicable) has to be deposited by demand Draft drawn in favour of Bharat Coking Coal Limited, Payable at Dhanbad, by successful tenderer, within 15 days from the date of issue of work order. Security Deposit will inclusive of EMD, which will be refunded after successful completion of the contract period. The Security deposit will not carry any interest.

The Security Deposit will be forfeited if the Successful tenderer fails to comply the conditions of the work order.

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The intending tenderer must submit documentary evidence in support of eligibility criteria mentioned above, in the form of certified copy of work order, completion certificate, payment certificate/vouchers etc. indicating the period of work for which the payment has been made duly signed by him/them.

**Note:-** i) Provision under eligible criteria shall also include those similar works which have been started earlier than eligibility period of tender but completed during the eligibility period as per NIT.

ii) As per eligibility criteria specified above, qualification shall be evaluated based on experience of successfully completed works & not on experience of work in progress.

**5) Sealed Tenders/bids** have to be submitted by the Tenderers in four **envelopes** duly signed in, in one outer envelope indicating full postal address and telephone nos. of the Tenderers. Four envelopes as mentioned above will consist of :

(i) Envelope for cost of Tender Document & under taking ( in case Tender Document is down loaded from

Website ) **ref. clause – 22.**

(ii) Envelope for earnest money deposit,

(iii) Envelope for Techno commercial bid ( Part-I) and

(iv) Envelope for Price bid (Part-II).

All the four envelopes should be superscribed separately with its contents.

All the four envelopes duly sealed separately and to be put in one outer cover envelope duly sealed.

All the envelopes including top cover envelope should be superscribed with name of work, NIT no. and date. Full name, address and telephone no, of the tenderer.

Outer sealed envelope will be marked as “ Bidding Document for AMC of 19 (Nineteen) Nos. of Rail weighbridges

**Part-II- Price Bid.**

i) Price bid only in the format given in the tender document.

ii) The quoted offer should be exclusive of Service Tax. Service Tax will be paid extra, as applicable, however, tenderer has to furnish a certificate at the time of claiming reimbursement stating the rate of Service Tax at which the Service Tax has been paid and confirming that reimbursement for this amount has not been claimed for any place, anywhere in India.

**6) The tender will be received on 23/08/2011 up to 03.30 PM in tender Box kept at**

**a) CISF gate, Koyla Bhawan, Bharat Coking Coal Ltd, Koyla Nagar, Dhanbad.**

**& b) Bharat Coking Coal Ltd, Kolkata office, 6 Lyons Range, Kolkata-1.**

and will be opened on 26.08.11 at 4 PM in presence of the intending tenderer or their authorized representative who desires to be present, in the office of Chief General Manager (E&M) BCCL Level IV, Koyla Bhawan Dhanbad. Only Part-I will be opened on this date.

Firstly the envelopes containing “ Cost of tender document and undertaking” for downloaded tender and envelope containing “EMD” will be opened and if those are found in order then only the part-I of the tender including modification made pursuant to clause no 10 C of ITB will be opened .

The Part-II will be opened only after the department is satisfied that the eligibility criteria, bid capacity & other terms & conditions as fixed in the NIT & tender document are fulfilled i.e. on acceptance of Part-I.

7) The earnest money is to be deposited as per detail given in the tender documents.

8) Sales tax / VAT/ TIN No, registration certificate copy shall be attested by a Gazetted Officers of the Govt.(Central or State)

9) The Tenderers have to submit PAN No. of income Tax.

10) Latest Income tax clearance certificate to be submitted.

11) Conditional tender will not be accepted.

12) Issuance of tender documents does not mean that the parties are considered qualified.

13) The experience as given in the eligibility criteria should be in the name & style in which tender is filled, the experience in the name of some other firm/company will not be considered for this purpose.

14) A copy of the valid repairing License issued by the Weights & Measures department of the CONCERNED STATE for 100 T Static / In motion Rail weigh bridges.

15) A sworn affidavit certifying the correctness of all information furnished in the accompanying document.

16) In case the tender is signed by the authorized representative of the tenderer “Power of attorney is required”.

17) Full name and address of the tenderer and the authorized agent delivering the tender shall be written on the bottom left hand corner of the sealed cover.

18) Validity of Bid : (a) For the Bid submitted rates offer in Part-II should be valid for **120 days** from the date of opening of Techno commercial Bid (Part-I)

(b) The rate quoted in Part-II will be valid for three years tenure of AMC, on issue of work order.

19) The management of BCCL reserves right to reject any or all tender or split the work amongst two or more tenderers without assigning any reasons whatsoever.

20) Other details may be obtained from detailed tender notice / tender documents / website

<http://bccl.cmpdi.co.in>

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21) If tender document has been downloaded from the above mentioned website, the tenderes are required to deposit, along with their tender, a) Bank Draft of any Nationalized/schedule Bank drawn in favour of Bharat Coking Coal Limited payable at Dhanbad exclusively towards the cost of the tender document for the amount indicated as above without this the tender will be out rightly rejected. Any Bank Draft prepared after the scheduled closure of sale of tender document(date 20.08.2011) will be rejected.

22) The contains of the tender documents available in our offices, 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 website & their tender shall be rejected if any tampering is there in the tender document thus submitted.

23) The Bank Draft towards the cost of tender document (application fee) & the undertaking of the tenderer (as stated above) shall be submitted in separate envelope marked “ cost of tender document & undertaking” and not with Part-I or EMD & definitely not with Part-II.

24) The bidders are required to sign the Integrity Pact as per format given in the tender document Part-I ( Annexure VIII)

Name & address of independent external monitor is as follows.

S.No.	Name.	Address.
1.	Sri-D.Bandhopadhyay. IAS( Retd. )	GD-89, Sector – III. Salt Lake, Kolkata-700016.

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

### **Chief General Manager (E&M)**

#### **Distribution :-**

- 1)CGMs/GMs of Area-I, Block-II, IV,V, VIII, X, EJ,CV,EWZ Sudamdih,WWZ Mohuda, of BCCL for wide circulation through display in the Notice Board.
- 2)D(T)OP/ D(T)P&P/ D(F)/ D(P)/ CVO,BCCL.
- 3)CGM(Co-Ordn)/GM(E&M)/CGM(S&M)/CGM(F)/GM(CMC)/GM(P&P),Koyla Bhawan.
- 4)Sr ES to CMD- for kind information of CMD.
- 5)HOD(Admn), BCCL, Koyla Nagar-with a request to display this NIT in Koyla Bhawan Notice Board.
- 6)GM(System),BCCL, Koyla Bhawan for uploading of NIT and Tender Document on Website on or before the commencement of sale i.e.,26.07.2011. The down loading facility of tender document should be made available during the period of sale of tender document only. Soft copy of the same is enclosed. Confirmation of uploading may be sent to this office.
- 7) PRO- with four copies for wide publication of the following abridged NIT in local as well as National dailies as per BCCL norms on or before-26.07.2011 and also arrange to send the paper cutting to this office as well as display in web site.
- 8)Inspector I/C,CISF, Koyla Bhawan- with a request to deploy security personnel at the office of CGM(E&M) Koyla Bhawan, Level-IV, on 26.08.2011 .from 4.00 PM till completion of the meeting.
- 9)All TC Members –CGM(E&M),GM(S&M),GM(CMC),GM(F)I/c, with the request to attend during tender opening.
- 10) FM/In charge (P&P), BCCL, Koyla Bhawan.
- 11)Builders association of India, Central Akashkinaree Kanta,Katrasgarh,Dhanbad-828113.
- 12)Sri D. Bandopadhyay, IAS(Retd.),GD-89, Sector III, Salt Lake, Kolkata-700016
- 13)Notice Board.
- 14) Desk Incharge. Bharat Coking Coal Ltd, Kolkata office, 6 Lyons Range, Kolkata-1.
- 15) GM(Admn),ECL Sanctoria, PO-Dishergarh, Dist-Burdwan,(West Bengal)
- 16)GM(Admn),Coal State, Civil Lines,Nagpur, Dist-Nagpur,440001(Maharashtra)
- 17)GM(Admn),MCL, Jagriti Vihar,Burla,Dist-Sambalpur,768020(Orissa)
- 18)GM(Admn),NCL,Singrouli,Dist-Sidhi.Pin-486889.(MP)
- 19)GM(Admn),SECL, Seepat Road, Bilaspur,Dist-Bilaspur,Pin-495006,Chattisgarh.
- 20)GM(Admn),CCL, Darbhanga House, Kanke Road, Ranchi, Jharkhand.

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NIT Ref. No. BCCL/E&M/F-Tender/11/

Dated : 18/07/2011

**Tenders for the following work are invited by E&M Deptt, BCCL, Koyla Nagar on behalf of BCCL Management.**

**Name of the Work : - ANNUAL MAINTENANCE CONTRACT OF 19 (Nineteen) Nos. OF RAIL WEIGHBRIDGES.**

<b>Estimated Cost For three years.</b>	<b>Earnest Money</b>	<b>Cost of Tender Document.</b>	<b>Contract Period.</b>
<b>Rs,1,01,25000.00</b>	<b>Rs,1,01,250.00</b>	<b>Rs,5000.00</b>	<b>Three Years. (36 Months)</b>

**All other details i.e Estimated cost of work, completion period, EMD etc. can be seen on Company's Website <http://bccl.cmpdi.co.in>**

**The Sale Period for Tender Documents :- From 26.07.2011. To 20.08.2011**

**Date of receipt of Tender :- On 23.08.2011 Up to 3.30 PM.**

**The tender will be received on 23/08/2011 up to 03.30 PM in tender Box kept at**  
**a) CISE gate, Koyla Bhawan, Bharat Coking Coal Ltd, Koyla Nagar, Dhanbad.**  
**b) Bharat Coking Coal Ltd, Kolkata office, 6 Lyons Range, Kolkata-1.**

**Date of opening of Tender :- On 26.08.2011 at 4 PM**

**INSTRUCTION TO BIDDERS**

Tenderer will have to quote for the total number of 19 weighbridges located at different locations for all the three groups.

1. The tender submitted shall consist of the followings in

Envelope containing Part-I:

- i. Complete set of tender documents as sold, duly filled in and signed with seal on all the pages of the tender documents.
- ii. In case the tender is signed by the authorized representative of the tenderer "Power of attorney is required".
- iii. Full name and address of the tenderer and the authorized agent delivering the tender shall be written on the bottom left hand corner of the sealed cover.
- iv. A copy of the valid repairing License issued by the Weights & Measures department of the concerned state for 100 T Static and In-Motion rail weighbridge.
- v. A sworn affidavit certifying the correctness of all information furnished in the accompanying document.
- vii) Copy of the Partnership deed and power of attorney to be enclosed if it is a partnership firm.
- viii) The Bidder would give a declaration that they have not been banned or delisted by any Govt. or Quasi Govt. Agencies or PSUs. If the Bidder has been banned by any Govt. or Quasi Govt. Agencies or PSUs that facts must be clearly stated & it may not be necessarily be a cause for disqualify him. If this declaration is not given the Bid will be rejected as non response.
- ix) Two or three companies or contractors participating in the Bid as Joint Venture should submit firm wise participation details, Bankers name, execution of work with details of contribution of each & all other relevant details.

2) ENVELOPE Containing Part-II-shall consist of following documents only:

- i) The tenderer shall quote the rate of AMC of Rail Weigh Bridges in Rs. Per Annum, super scribing job no, tender no. etc. in each of the envelope.
- ii) The rates must be written both in figures and words. Any correction therein ,if any,shall be made by crossing out, initialed, dated , and re-written.
- iii) Conditional discount will not be considered in evaluation of price bid.

**3) Proveness Criteria.**

- i) Average Annual financial turnover during the last 3 years, ending 31<sup>st</sup> March of the previous financial year, should be at least 30% of the estimated cost (Annualized).
- ii) Experience of having successfully completed works during last 7 years ending last day of the month previous to the one in which applications are invited should be either of the following :-

(7)

- a. Three similar completed works (AMC of 100T capacity In motion Rail weighbridge/100T capacity static rail weighbridge for one year ) costing not less than the amount equal to 40% of the estimated cost.
- or
- b. Two similar completed works (AMC of 100T capacity In motion Rail weighbridge/100T capacity static rail weighbridge for one year ) costing not less than the amount equal to 50% of the estimated cost.
- or
- c. One similar completed works (AMC of 100T capacity In motion Rail weighbridge/100T capacity static rail weighbridge for one year ) costing not less than the amount equal to 80% of the estimated cost.

**Note:- Similar works means Annual Maintenance Contract of 100 T. Static / In motion type of Rail Weigh Bridges.**

#### **4)Service Tax**

The tenderer must have **PAN based** service tax registration if required by statute & if exempted they have to produce documentary evidence in support of the same.

The quoted offer should be exclusive of Service Tax. Service Tax will be paid extra, as applicable, however, tenderer has to furnish a certificate at the time of claiming reimbursement stating the rate of Service Tax at which the Service Tax has been paid and confirming that reimbursement for this amount has not been claimed for any place, anywhere in India.

#### **5)Payment Terms:-**

- i. Payment will be made within 30 days of receipt of technically and commercially clear bills
- ii. Half Yearly payment shall be made for the entire certified amount.
- iii. Centralised payment from HdQrs.
- iv. Paying Authority – F.M/Ic (P&P) HdQrs, BCCL, Koyla Bhawan.
- v. Payment will be made only after receipt of certificate from AM(E&M) of the respective Area/Project Officer of respective Washeries for satisfactory performance of the work & counter signed by G.M. (E&M), BCCL. The bills are to be supported by Service Reports (Fortnightly inspection/On call inspection) & calculation sheet for penalty imposed, duly certified by Officers of Unit & Area.
- vi) Payment will be made to suppliers/contractors through e-Payment. For payment to suppliers/contractors through e-Payment enclosed proforma to be submitted in ANNEXURE-I.

**6)Security Deposit:-**An amount equivalent to 5% of the awarded value (including service tax as applicable) has to be deposited by demand Draft drawn in favour of Bharat Coking Coal Limited, Payable at Dhanbad, by successful tenderer, within 15 days from the date of issue of work order. Security Deposit will be inclusive of EMD, which will be refunded after successful completion of the contract period. The Security deposit will not carry any interest.

The Security Deposit will be forfeited if the Successful tenderer fails to comply the conditions of the work order.

**7)**In case the documents in the Part- 1(techno-commercial), after opening it, are found incomplete and not in order, the Price Bid (Part-II) of the party concerned shall not be opened.

**8)** The tenderer should also go through the following **SALIENT FEATURES** before submitting the offers.

- i) No tender shall be considered unless accompanied by the said earnest money.
- ii) The earnest money/Bid security is to be deposited in the form of irrevocable Bank Guarantee from any nationalized bank/schedule Bank with validity 28 days beyond the validity of the bid in the format given in the bid document as Annexure-IV.

Bankers cheques & demand drafts will also be acceptable as earnest money / bid security drawn in favour of Bharat Coking Coal Limited on any nationalized bank/scheduled Bank payable at Dhanbad.

The Earnest money will bear no interest. The earnest money/bid security of successful tenderer will be retained and adjusted against security deposit.

The earnest money/bid security will be refunded to the unsuccessful tenderer in due course after issue of work order.

Every tenderer is expected, before quoting his rates, to inspect the location/Area of the proposed contract. The rates for the work should be inclusive of all incidentals, over head charges and it shall be deemed that the tenderer has inspected the site and got fully acquainted with the working conditions and other prevalent conditions etc., all factors taken into an account while quoting his rates.

**(8)**

- iii) Corrections, where unavoidable; shall be made by crossing out and rewritten, attested with full signature and date by the tenderer. Erasing/use of whitener or over writing is strictly prohibited.
  - iv) The tenderer shall closely peruse all specifications clauses, which govern the rates for which he is tendering.
  - v) Work should be started within 15 days from the date of issue of letter of intent / work-order or handing over the site, whichever is later.
  - vi) The weighbridge shall be handed over to the company in good working condition after completion of the AMC.
  - vii) BCCL reserves the right to reject any or all the tenders without assigning any reason whatsoever and to split up the work between two or more tenderers or accept the tender in part.
  - viii) Canvassing in connection with the tender in any shape is strictly prohibited and shall be liable for rejection.
  - ix) An intending tenderer may clear his doubts, whatsoever, in connection with the tender document from the official inviting tender. Any interpretation or clarification by the official inviting tender shall only be final and valid and binding on the company and the tenderers.  
The tenderer requiring any clarifications of the bidding documents may notify in writing to the C.G.M. (E&M). C.G.M. (E&M) will respond to any request for clarification received earlier than 7 days prior to the dead line for the submission of the offer. Copies of the response will be forwarded to all the tenderer.
  - x) Validity of Offer : The offer should remain valid for **120 days** from the date of opening of Technical bid.
  - xi) On receipt of letter of intent / work order issued by the company for acceptance of the tender, the successful tenderer shall sign the **agreement** issued by the company in the proper departmental format for the due fulfillment of the contract **within one month**. Failure to enter into the required agreement / accept the work order issued by the company within the specified period shall entail forfeiture of the earnest money.
  - xii) PAN No. of the firm is to be given by the tenderer.
  - xiv) I.T. Clearance Certificate to be submitted.
  - xv) VAT/Sales Tax, Registration, as applicable to be submitted.
  - xvi) Local address of the Service centre, as applicable, to be submitted.
  - xvii) The tenderer will have to furnish the certificate that no change/modification has been done in the content downloaded from the Website.
- 9)** Full information should be given by the tenderer in respect of following:
- i) If an individual : Full Name.  
Postal Address.  
Place of Business.
  - ii) If proprietary firm : Name of the Proprietor.  
Full postal address of Firm/Proprietors.
  - iii) If partnership Firm : Full name of Partners.  
Full postal address of the registered office of Firm & the Partners.
  - iv) In case of Company : Date & place of Registration.  
Memorandum & articles of Association.  
Name of all the Directors.  
Full postal address of the registered office & all Directors.

**10).(A) SEALING, MARKING AND SUBMISSION OF BIDS**

Sealed Tenders/bids have to be submitted by the Tenderers in four envelopes duly signed in and put in one outer envelope indicating full postal address and telephone nos. of the Tenderers. Four envelopes as mentioned above will consist of :



(9)

- (i) Envelope for cost of Tender Document & under taking ( incase Tender Document is down loaded from Website ).
- (ii) Envelope for earnest money deposit.
- (iii) Envelope for Techno commercial bid ( Part-I) and
- (iv) Envelope for Price bid (Part-II)

All the four envelopes should be superscribed separately with its contents.

All the four envelopes duly sealed separately and to be put in one outer cover envelope duly sealed.

All the envelopes including top cover envelope should be supescribed with name of work, NIT no. and date. Full name, address and telephone no, of the tenderer.

Outer sealed envelope will be marked as “ Bidding Document for AMC of 19 (Nineteen) Nos. of Rail weighbridges

Part-II- Price bid only in the format given in the tender document.

v) the original Bid Document issued to the Bidder/Downloaded from Website shall be duly signed by authorized signatory of the Bidder on all pages as proof of accepting this condition of contract.(Excluding the Price Bid)

(vi) if the envelopes are not sealed and marked as above, the Employer will assume no responsibility for the misplacement or pre-mature opening of the bid.

#### **10) (B). Deadline for Submission of Bids**

i) Bids shall be delivered to the Employer at the address specified above no later than 23.08.11 at 3.30PM.(as per NIT). In the event of the specified date for the submission of the bids being declared a holiday for the Employer, the Bids will be received up to appointed time at the specified address on the next working day.

ii) the Employer may extend the dead line for submission of the Bids by issuing an amendment in accordance with clause 31 (c) in which case all rights and obligation of the Employer and the Bidders previously subject to the original deadline will then be subject to the new deadline.

#### **10) (C) MODIFICATION AND WITHDRAWAL OF BIDS**

a) Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in clause 10.B, in case the bidder has submitted the bid well before the deadline.

b) Each bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of the NIT and Tender Document with the outer and inner envelope additionally marked “MODIFICATION” or “WITHDRAWAL” as appropriate.

c) No bid will be modified after the deadline for submission of the bid.

d) Withdrawal of a bid between the deadline for submission of bids and the expiry of the period of bid validity specified in the bidding document or as extended may result in forfeiture of bid security.

#### **10)(D) OPENING OF BID**

a) After opening of the outer envelope of the bid, in the presence of the bidder or their representative who has come to attend at the time and in the place specified as per NIT, the Employer will first open envelope containing cost of tender document and undertaking(in case tender document downloaded from web-site) and envelope containing Earnest Money. If these are found in order as per requirement of NIT, then only commercial bid ( Part-I) of the tender including modification made pursuant to the clause 10 C of the ITB shall be opened. Otherwise the tender will be rejected without opening Part-I. In the event of specified date of bid opening being declared a holiday for the employer, the bid will be opened at the appointed time and location on the next working day.

b)Part-II of the bid which are substantially responsive and confirms to the terms and conditions will be opened after evaluation of Part-I offer and notified to the bidder which full fill the requisite qualifying criteria laid down in the bidding document. In the event of the specified date being declared a holiday for the employer, the bids will be opened at the appointed time and location on the next working day.

(10)

- c) Envelope marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted in pursuant to the clause 10 C if the ITB shall not be opened.
- d) The bidder name, the Bid price, the total amount of each bid and any discount, Bid modification and withdrawals, the presence or absence of Bid security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.

**11) The tender will be received on 23/08/2011 up to 03.30 PM in tender Box kept at**

- a) CISF gate, Koyla Bhawan, Bharat Coking Coal Ltd, Koyla Nagar, Dhanbad.  
& b) Bharat Coking Coal Ltd, Kolkata office, 6 Lyons Range, Kolkata-1.

**12) EARNEST MONEY/BID SECURITY.**

The earnest money/Bid security is to be deposited in the form of irrevocable Bank Guarantee from any nationalized bank/schedule Bank with validity 28 days beyond the validity of the bid in the format given in the bid document as Annexure-IV.

Bankers cheques & demand drafts will also be acceptable as earnest money / bid security drawn in favour of Bharat Coking Coal Limited on any nationalized bank/scheduled Bank payable at Dhanbad. The earnest money/bid security will be refunded to the unsuccessful tenderer in due course after issue of work order. The Earnest money will bear no interest. The Earnest money will bear no interest. The earnest money/bid security of successful tenderer will be retained and adjusted against security deposit.

**13) Sales tax / VAT/ TIN No, registration certificate copy shall be attested by a Gazetted Officers of the Govt.(Central or State)**

**14) The Tenderers have to submit of income Tax PAN NO.**

**15) Latest Income tax clearance certificate to be submitted.**

**16) PAN based Service tax registration have to be submitted.**

**17) PAN based Service tax registration if required by statute & if exempted they have to produce documentary evidence in support of the same.**

**18) Conditional tender will not be accepted.**

**19) Issuance of tender documents does not mean that the parties are consider qualified.**

**20) The experience as given in the eligibility criteria should be in the name & style in which tender is filled.**

**21) ONE BID PER BIDDER;**

Each Bidder shall submit only one bid, either individually, or as a partner in a partnership firm or a partner in a joint venture or consortium or a public limited firm. A bidder who submit or participates in more than one bid (other than as a sub contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the bidders participation to be disqualified.

**22) Language of the bid in English or in Hindi.**

**23) Employment of Local Labour**

The contractor are to employ, to the extent possible, only local project affected people and pay wages not less than the minimum wages fixed by the law of the land.

**24) Currencies of bid and Payment**

The unit rates and prices shall be quoted by the bidder entirely in Indian rupees.

**25) Clarification of Bidding Documents**

A prospective bidder requiring any clarification of the bidding documents may notify the employer in writing at the employers addressed indicated in the notice inviting tender. The employer will respond to any request for clarification received earlier than 7 ( seven) days prior to the dead line for the submission of the bid. Copies of the employers response will be forwarded to all purchasers of the bidding documents, including a description of the enquiry but without identifying its source. Such response will also be displayed in companies web site.

(11)

**(26) Process to be Confidential.**

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

**(27) Clarification of Bids.**

To assist in the examination, evaluation & comparison of Bids, the employer may, at the employer's discretion, ask any Bidders for clarification of the Bidder's Bid, including breakup of unit rates. The request for clarification & the response shall be in writing.

**(28)** Certificate declaring none of the relatives of the Tenderer is employed in BCCL.

**(29) LATE BIDS**

Any Bid received by the Employer after the deadline prescribed as per NIT due to any reason whatsoever will not be accepted.

**(30) LEGAL JURISDICTION**

Matter relating to any dispute or difference arising out of this tender and subsequent contract awarded based on the Bid shall be subject to the jurisdiction of Dhanbad Court only.

**(31) AMENDMENT OF BIDDING DOCUMENTS**

**a)** Before the deadline for submission of bids, the Employer may modify the bidding document by issuing the addenda.

**b)** Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all purchaser of the bidding documents. Prospective Bidders shall acknowledge receipt of each addendum by cable to the Employer.

**c)** To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer shall extend, as necessary, the deadline for submission of Bids as per clause no. 10 B of ITB.

**GENERAL TERMS & CONDITION**  
**(AMC of Rail Weighbridge)**

**DEFINITIONS**

i)The word "Company" or "Employer" or "Owner" whenever occur in the condition means the Bharat Coking Coal Limited, represented at the Head Quarter of the Company by the Chairman Cum Managing Director or his authorised representative or any other officer specially deputed for the purpose.

ii)The word "Principal employer" whenever occurs, means the authorised representative or any other officer specially deputed by the Company for the purpose.

iii)The word Contractor/Contractors or whenever occurs means the successful Bidder/Bidders who has / have deposited the necessary earnest money & has / have given written intimation about the acceptance of tender and shall include legal representation of such individuals or persons comprising firm or a company or the successors and permitted assignees of such individual, firm or a company, as the case may be.

iv)"The site" shall mean the site of contract work including land and any building and erection there on and any other land allotted by the company for contract use.

v)"Accepting authority" shall mean the management of the company and includes an authorised representatives of the company or any other person or body of persons empowered in this behalf by the company.

vi)Engineer In charge /Designated Engineer In charge for this contract will be decided by the competent authority, who will be responsible for supervisory & administering the contract.

vii)The "contract" shall mean the notice inviting tender, the tender as accepted by the company, work order & the formal agreement executed between the company & the contractor together with the documents referred to therein including general terms & condition, special condition if any, schedule of work etc.

viii)Written notice shall mean a notice or communication in writing & 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 register mail to the last business address known to him who gives the notice.

1.The terms & conditions will be valid for a period of Three (03)years, as would be indicated in the work order. On expiry of the one year or before , the company may at its sole discretion, renew the agreement on the same terms and condition, as contained herein or on such modified terms and conditions as may be mutually agreed upon between the company and the contractor/manufacture.

2. The company reserves the right to cancel, terminate/reduce the period of agreement by giving three months notice in case unsatisfactory performance/breach of the terms and conditions of this agreement without prejudice to its rights as may have accrued.

3. That the scope of work includes checking, repairs and replacement of defective parts listed below.

(a.) Load cells/weigh lines including transducers, track switches and control cables etc.

(b.) PCBs for Electronic digitizers & any other component of digitizer, Computer(CPU), Monitor, printers, key board, AC, UPS, Stabilizer.

(c.) All mechanical items like knife edge bearings, levers, links, strut button tops & bottoms, bumper stoppers etc. excluding structural items.

(d.) All consumable items such as ribbons, cassettes, paper rolls, diskettes, shall be excluded from this contract/agreement which will be arranged by BCCL.

4. The weighbridge will be handed over to the Contractor in working condition, with the existing system on as is where is basis. Contractor have to continue to provide services for the awarded working weighbridges consisting of existing digitizer, PC, software, load cells/ sensors, track switches and the other items, irrespective of the make of the same. The weighbridge to be Maintained strictly in accordance with the stipulation of Deptt. of Metrology, for in motion and static Rail Weighbridges. In case the contractor feels to change any of the above items, with their resources while commencing of the AMC the charges/ cost of the same will have to be borne by the contractor without any degradation of the performance/ Weighment of the weighbridge. In case if the weighbridge is not working due to broken/ damaged parts, the weighbridge will be repaired by the contractor but the cost of replacement of such parts will be borne by the company.

**(13)**

5. That it shall be the responsibility of the contractor to check & maintain the batteries supplying power to UPS regarding its proper maintenance with regard to water level/specific gravity of electrolyte and apprise the Company about its condition in writing for timely action of replacement if required.
6. That the contractor shall deploy adequate specially trained technical staff with Mobile phone & also landline phone and post them at convenient places in consultation with the company. The contractor shall have their service center at Dhanbad with 24 hourly contact /telephone availability.
7. That the contractor shall ensure that the staff/engineer posted for the purpose makes routine *fortnightly visits* to the weighbridges for preventive maintenance/maintenance in addition to calls as and when made and all visits must have service reports/ call slip jointly signed by the representative of BCCL(*not less than an executive*) and the contractor's representative. The preventive maintenance will have to be carried out by the contractor every year before annual certification by Weights & Measures with proper programme in advance in consultation with the company. During the preventive maintenance, the m/c. under maintenance will not be considered under break-down and no penalty will be deducted on this a/c. A copy of the joint inspection to be sent to WB cell, Koyla Bhawan also.
8. The contractor shall be taking all the necessary action for sealing the CPU & Digitizer in such manner which will be specified by the Company, which will also be mutually decided between the Company & Railway. It will be the responsibility of contractor to rectify the defects within 12 hrs. If the same defect of the WB is observed in the following/very next Weighment after WB declared fit by the contractor, this period will be included in the breakdown hours .
9. In case of F.I.O. testing the system will not be considered under breakdown from the date of repair of weighbridge till F.I.O. testing is completed again. However if F.I.O. at the time of testing declares the weighbridge under breakdown, then the entire period i.e. from the day of its declared as breakdown shall be treated under breakdown period.
10. That all travel and other expenses for the manpower deployed are included in the rate.
11. That the contractor shall ensure that any electrical/electronic/mechanical break-down of the weighbridge is attended to within 3 hrs. of receipt of information at the notified office of AMC holder and the weighbridge is commissioned within a reasonable time not exceeding 12hrs. For this purpose, sufficient inventory of spares including Load Cells, digitizer, etc. exclusively for BCCL's requirement shall be maintained by the contractor at their own cost and at their local offices at Dhanbad. The contractor shall attend break-downs of weighbridges round the clock on all 7 days of the week & 365 days of the year . If the breakdown is not rectified within 12 hours the contractor will pay penalty.
- 12.a) All Taxes, whether local, Municipal, Provincial or Central 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 to be executed by him / them.
- b) In the event of any addition to the existing list of weighbridges, the maintenance of such weighbridges will also be undertaken by the contractor as per requirement of management. In the event of addition of any new weighbridge during the contract period, additional security amount has to be deposited by the contractor for the remaining period of the contract, based on accepted / awarded annual lump sum rate (on proportionate basis) for the group of that particular weighbridges during the contract period. The contractor will deposit this additional security deposit amount within 7 (seven) days on receipt of intimation on this behalf. The rate of AMC for such weighbridge will be at par with similar existing weighbridge.
- c) The rate of AMC will be at par with similar type of existing weighbridge. If required by the management, the AMC of a particular weighbridge may be suspended at any time and in such case no maintenance work will be done by the contractor for the said weighbridge & the payment of AMC charges will be stopped from the date so declared by the management.

(14)

d) The security deposit will be refunded to the party after successful completion of the contract period. If the company incurs any loss or damage on account of the breach of any clause of the contract or any other amounts arising out of the contract become payable by the party to the company, then the company will in addition to such other rights that it may have under the law, appropriate the whole or part of the security deposit and such other amount that is appropriated will not be refundable to the party.

e) An agreement in the prescribed form on non-judicial stamp paper shall have to be executed for due fulfilment of the agreement / contract within 30 days of the acceptance of the tender, by the successful tenderer.

f) Failure to enter in to required agreement or to make the security deposit as defined above will tantamount to rejection of tender & forfeiture of the earnest money.

### **13. PENALTY FOR THE NON AVAILABILITY OF THE WEIGHBRIDGE:**

#### **a) In case of breakdown of Total Weighing system**

- (i) When the weighing system of weighbridge is under breakdown for more than 12 hours from the time of informing the breakdown to AMC holder.

$$\text{PENALTY} = 2 \times \frac{\text{Contract charges for half year}}{177.5 \text{ days}} \times (\text{No. of days of Breakdown})$$

\* The penalty shall be calculated on 6 monthly basis.

\*\* In case of days calculation it must be 24 hrs or part thereof

#### **b) In case of breakdown of only UPS**

PENALTY = Rs. 50/-per day x No. of days UPS under breakdown

- Company may at their discretion procure one new UPS after one month at the risk & cost of the AMC holder. The amount will be realized from AMC holders bill.  
In case AMC holder replaces the same it must be identical i.e. of same type/rating/capacity etc. failing which the original will not be returned to them.

#### **c) In case of breakdown of only Air-Conditioner**

PENALTY = Rs. 50/-per day x No. of days Air-Conditioner under breakdown

- Company may at their discretion also get it repaired after one month at the risk & cost of the AMC holder if not done by the AMC holder within a month or Company may hire the same. The amount will be realized from AMC holders bill.

#### **d) In case of breakdown of only Printer**

PENALTY = Rs. 50/-per day x No. of days Printer under breakdown

- Company may at their discretion procure one new Printer/hire one printer after one month at the risk & cost of the AMC holder. The amount will be realized from AMC holders bill.  
In case AMC holder replaces the same it must be identical i.e. of same type/rating/capacity etc. failing which the original will not be returned to them.

NOTE: i. There should be a bound page register maintained at weighbridge in which all vital details of breakdown and the time of breakdown/time of informing the breakdown to AMC holder are to be recorded and is to be checked by Area Manager (E&M) and Area Sales Manager before signing the AMC bill.

e. The penalty shall be calculated on six monthly basis for each weighbridge separately. The contractor is liable for making payment of the aforesaid penalty on the claim made by the company within a period of one month failing which the company shall have the right to recover from any dues payable to the contractor.

f. The total penalty, per annum, as per above calculation shall be limited to 10% of the total contract value.

(15)

14. That the contractor shall ensure that weighbridges are stamped/ verified/re-verified by the Weights & Measures Deptt. and Railways Fitter In-charge Outdoor certificate is issued and the weighbridges are not out of use on this account. The fee, if any, requires for the purpose, which is legally payable to the Weights and Measures Department or Railways shall be borne by the company once in a year under normal conditions, excluding the failure due to lightening, sabotage, force majeure. All other works like liasoning with Railways / Weights & Measure shall be the responsibility of the contractor.

15. That the company shall provide weights at the weighbridge, if required, under the statute and will allow usage of the same by the contractor for calibration or testing.

16. That the old parts, which have been replaced by the contractor with a new one (except hard disc of CPU) shall be the property of contractor & is to be handed over with record. The hard disc if replaced must have approval of Hd.Qrs.

17. That the contractor shall undertake to train the persons deployed by the company at the weighbridges for day to day operation.

18. That the company shall ensure that the power supply line to the weighbridges instrumentation should not be used for any sort of electric welding at or near weighbridge or for any heavily fluctuating loads. In case, it is used, the supply to the instrumentation should first be put off.

19. That the company shall provide unskilled assistance, if necessary.

20(a) That the contractor shall be liable for the implementation of the provision of contract labour regulation abolition act and rules thereof. Payment of wages act and payment of wages (mines) rules, minimum wages act and the rules thereof coal mines provident fund scheme and other legislation which are obligatory for the contractors towards his employees are responsibility of contractor.

(b) The Contractor shall ensure payment to his employees through Bank & records shall be maintained accordingly.

21. That the contractor shall provide full medical treatment to his staff and labour in case of accidents on duty. The company shall have no responsibility whatsoever towards staff/labour deployed by the contractor.

22. That in no manner the company is liable to the contractor or any member of his staff or any other person or to Government or other bodies for injuries or death caused as a result of accidents either within or outside the mine including the siding and weighbridge in the course of work. The contractor shall be responsible for such contingencies and will make good all claims for compensations, claimed by the labor or staff or as decided by appropriate authority/tribunal or other competent agencies and discharge as the case may be. All liabilities under the workmen's compensation act and other relevant laws of the land will be the contractors responsibility. The contractor shall also indemnify the company and discharge all the same that may be awarded in respect of claims for compensation arising out of or consequent to any staff or labour working under him or any other involved persons pursuant to the provisions of the workmen's compensation act(viii of 1923 and ix of 1933) or any subsequent modification or amendment to the act thereof or any other enactment or law in force at the relevant time. All costs incurred in connection with any such claim should be made good by the contractor and the company if required to pay in the first instance such amount of compensation as it is payable under the said act and to recover the amount paid by the company immediately from the dues of the contractor.

23. The company shall keep the weighbridge pit and platform clean and the drainage system will be kept in working order free from obstruction. In case of any lapses found on this account the contractor shall make an entry in the register kept for the purpose at the weighbridge for the Company to do the job in time.

24. That this agreement does not include repair/replacement of parts necessitated due to damage resulting from fire, accident, lightening and faulty power supply. The contract is subject to exemption from effect of war, riot, strike, willful damage and force-majeure condition. To ascertain the exact reason of damage of weighbridge components particularly in case of lightening and faulty power supply, a committee including representative of contractor will be constituted for this purpose by Area/ Washery CGM/GM, who will examine the weighbridge and decision taken by the committee shall be binding on the contractor and the company. A representative of contractor will also be a member. Area /Washery CGM/GM on receipt of the report of the committee will place order for its rectification if damage is due to lightening and/or faulty power supply.

25. To improve the service back-up the contractor shall establish a 24 hourly contact point at Dhanbad by posting competent Engineer preferably an Electronic Service Engineer with all essential float units and spare parts. He will also keep effective liaison with BCCL's engineer and submit periodical action plans for timely rectification/recommissioning. This arrangement shall be apart from the site Engineers to be placed at Areas as may be required.
26. Payment terms :-
- Within 30 days after submission of techno commercial clear bills.
  - Half Yearly payment shall be made for the entire certified amount
  - Centralized payment from HQ.
  - Paying authority – F.M/I/c(P&P) HQr, BCCL.
  - Payment will be made only after receipt of certificate from AM(E&M) of the respective Area/Project Officer of respective Washeries for satisfactory performance of the work & counter signed by G.M. (E&M) Crushing/W.B.&Despatch,BCCL. The bills are to be supported by Service Reports(Fortnightly inspection/On call inspection) & calculation sheet for penalty imposed, duly certified by Officers of Unit & Area.
  - Payment will be made to suppliers/contractors through e-Payment. For payment to suppliers/contractors through e-Payment enclosed proforma to be submitted in ANNEXURE-I.
27. No interest shall be payable on any amount with held by the company under the terms of agreement contract.
28. An agreement in the prescribed form on stamp paper shall be executed for the fulfillment of the agreement /contract within 30 days of the issue of the work order to the successful tenderer. Further this agreement is subject to the laws of India alone.
29. The management of the company (BCCL) reserves the right to cancel the contract if the work is not carried out in accordance with the terms and conditions of the contract.
30. The company does not bind itself to accept the lowest tender and may reject any or all tenders without assigning any reason.
31. The party shall not sublet, transfer or assign the contract or any part thereof except with previous consent in writing of the company.
32. **Security Deposit :-** An amount equivalent to 5% of the awarded value (including service tax as applicable) has to be deposited by demand Draft drawn in favour of Bharat Coking Coal Limited, Payable at Dhanbad, by successful tenderer within 15 days from the date of issue of work order. Security Deposit will inclusive of EMD, which will be refunded after successful completion of the contract period. The Security deposit will not carry any interest.
- The Security Deposit will be forfeited if the Successful tenderer fails to comply the conditions of the work order.
33. Income tax shall be deducted at source from the bills of the party, as per the provisions of income tax law.
34. The earnest money shall also be forfeited on the following grounds:
- On withdrawal of tender.
  - Refusal to enter into the agreement of execution of work if the work is awarded to the party.
  - If the work is not commenced within the specified time limit after the award of work.
35. Suspension or termination of Contract : BCCL may at their absolute discretion suspend or terminate the contract in any of the following cases-



(17)

- a. If BCCL finds any difficulty statutorily or for the reasons beyond its control, including force majeure in continuing the work under the contract.
  - b. If the party commits defaults in complying with any term and conditions of contract and does not rectify it or take effective step to rectify it within 7 days, after receipt of notice in writing, given by the representative of BCCL.
  - c. If the party obtains a contract from the company as a result of wrong tendering or other non-bonafide methods of competitive tendering.
  - d. Willful neglect in subordination or disobedience by the party or its employees of the orders of CMD BCCL or his representative pertaining to the safety or any matter relating to the execution of the work in/under the contract.
  - e. Failure on the part of the party to arrange the requisite spares at site and or start the work on the stipulated dates.
  - f. If it is found that the system of payments to the labour and staff is not satisfactory and is likely to cause unrest, the decision of the CMD, BCCL and or Area General Manager/Chief General Manager(E&M)/ or any other authorized executive will be final.
36. The AMC holder will hand-over the W/Bs including its accessories in good working condition to the next successor or else the expenditure involved for rectification will be recovered from the bills. As a precautionary measure, the last payment along with the security deposits will be held back till the weighing system is handed over in perfect working condition.  
A joint report of handing over/ taking over by both incoming/out going contractors will be prepared and submitted to the W/B Cell HQ duly signed by Area Manager(E&M)/Project Officer, Washery.
37. No interest shall be payable on any amount withheld by the company under the terms of Agreement/Contract.
38. While every effort will be made to continue the work, BCCL shall not accept any responsibility/liability for dislocation in the work due to causes beyond its control. The work is subjected to Force Majeure Clauses including strikes, war, lock-outs, mishaps in the company works, power station, non-supply of wagons and all such clauses over which management will have no control and management shall under no circumstances refund or pay to the party any loss incurred by him for advance made to their employees or for any situation or incidental loss in the event of such stoppage. Only work done will be billed for payment.
39. The Bidder is required to submit a sworn in affidavit declaring that he has no relatives as employee of Bharat Coking Coal limited, Dhanbad.
40. The bidders are required to signed the Integrity Pact as per format given in the tender document Part-I ( Annexure VIII)

Name & address of independent external monitor is as follows.

S.No.	Name.	Address.
1.	Sri-D.Bandhopadhyay. IAS( Retd. )	GD-89, Sector – III. Salt Lake, Kolkata-700016.

# ANNEXURE

**(to be submitted in triplicate)**

1.	VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S NAME & ADDRESS (with Telephone No. & Fax No.)	
2.	PARTICULARS OF BANK ACCOUNT	
	A. BANK NAME	
	B. BRANCH NAME (Including RTGS CODE)	
	ADDRESS	
	TELEPHONE NO. AND FAX NO.	
	C. 9-DIGIT CODE NUMBER OF THE BANK & BRANCH (Appearing on the MICR cheque issued on the bank) or 5 digit code No. 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)	

**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 in correct 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.**

( )  
Signature of the Customer/Vendor/supplier/Contractor.

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

Bharat Coking Coal Ltd.  
Koyla Bhawan , Koyla Nagar  
Dhanbad  
826005

Dear Sir,

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

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

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

The Company shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee or indemnity from time to time vary any of the terms and conditions of the said contract or to extend the time of performance by the said contractor or to postpone any time and from time to time any of the powers exercisable by it against the said contractor and either to enforce or to forbear from enforcing any of the terms and conditions governing the said contract or securities available to the company and the said Bank shall not be released from its liability under these presents.

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

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

This guarantee issued by Sri ..... who is authorized by the Bank.

Under jurisdiction of Dhanbad court only.

**PART – II (PRICE BID)**

**The tenderer should quote their rates as per the following :**

TENDER NOTICE NO. & DATE \_\_\_\_\_

**ANNUAL MAINTENANCE CONTRACT FOR 19 Nos. RAIL W/B**

SN.	Name of the Work	In Rs.	In Words.
1.	Quoted Rate for AMC Per Annum for 19 nos (Nineteen) Rail Weigh Bridges.		

The rate quoted above will be valid for three years tenure of AMC, on issue of work order.

The tenderer must have PAN based service tax registration as required by statute & if exempted they have to produce documentary evidences in support of that.

The quoted offer should be exclusive of Service Tax. Service Tax will be paid extra, as applicable, however, tenderer has to furnish a certificate at the time of claiming reimbursement stating the rate of Service Tax at which the Service Tax has been paid and confirming that reimbursement for this amount has not been claimed for any place, anywhere in India.

**Signature of the tenderer**  
**Seal of the firm**

**ANNEXURE – IV****PROFORMA OF BANK GUARANTEE IN LIEU OF EARNEST MONEY**

M/S Bharat Coking Coal Limited,  
Koyla Bhawan,  
Dhanbad.

Dear Sir,

- 1) In consideration of the ..... having its Registered Office at .....  
.....(hereinafter called “the company” which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed to exempt M/s.....having its registered office at .....(hereinafter called “the said tenderers” which expression shall unless repugnant to the subject or context includes its successors) from the demand under the terms and conditions of Tender number .....for .....hereinafter called “the said Tender”) of each earnest money for the due fulfillment of the terms and conditions contained in the said Tender by the said Tenderer on production of Bank guarantee for Rs ..... We.....Bank ( hereinafter referred to as “the Bank”) do hereby undertake to pay to the company an amount not exceeding Rs.....on demand by the company for the reason of any breach by the Tenderer of any of the terms and conditions contained in the said Tender. The decision of the company as to any such breach having been committed by the Tenderer shall be final and binding on us.
- 2) We.....Bank do hereby undertake to pay an amount due and payable under this guarantee without any merely on a demand from the company stating that the amount claimed is due from the tenderer for the reason of breach by the said tenderer of any of the terms and conditions contained in the said tender or for the reason of the tenderer failing to keep the tender open. Any such demand made on the Bank shall be conclusive. As regard the amount due and payable by the Bank under this guarantee shall be restricted to an amount not exceeding Rs.....
- 3) We, the said Bank further agree that the guarantee herein contained shall come in to force from the date here of and shall remain in full force and effect till a demand or claim under this guarantee is made on us in writing on or before the ..... We shall discharge from all liability under this guarantee thereafter.
- 4) We, the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the company in writing and agree that any change in the constitution of the said tenderer or the Bank shall not discharge our liability hereunder.
- 5) This guarantee is issued by Sri..... Who is authorized by the Bank.

Under jurisdiction of Dhanbad court only.

**ANNEXURE- V**

**PROFORMA FOR AFFIDAVIT TO BE SUBMITTED BY THE TENDERER**

**Non Judicial Stamp Paper.**

**AFFIDAVIT**

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

1. We are submitting Tender for the Work -----  
-----  
against Tender Notice No.----- Dt -----
2. None of the Partners of our firm is relative of employee of Bharat Coking Coal Ltd.
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 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

**ANNEXURE-VI**

**DECLARATION**

I do hereby declare that my / our firm has not been banned or delisted by any Government or Quasi Government agencies or PSU's.

Signature of the Tenderer



**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 Organization “Transparency International” (TI). Following TI’s national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 – Commitments of the Principal**

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-**
  - i) 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.
  - ii) 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.
  - iii) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.**

Section 2 – Commitments of the Bidder/Contractor

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

i) 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.

ii) 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 cartelization in the bidding process.

iii) 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.

iv) 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

.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/Subcontractor

- 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 the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations
7. Monitor shall be entitled to compensation on the same terms as being extended to/provided to Outside Expert Committee members/Chairman as prevailing with Principal.
8. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
9. The word 'Monitor' would include both singular and plural.

#### Section 9 – Pact Duration

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

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

#### Section 10 – Other provisions

1.This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered

Office of the Principal, i.e. Dhanbad.

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.....

Witness 1 : .....

Date .....

Witness 2 : .....

**PROFORMA FOR EXECUTION OF AGREEMENT.**  
**NON JUDICIAL STAMP PAPER.**

This agreement is made on ..... day of ..... between ( Name of Company ) having its registered office at ..... (herein after called the 'COMPANY' which expression shall, unless the context requires otherwise include its successors and assigns of the one part and M/s ----- ( Name of the Contractor ) hereinafter called the CONTRACTOR/MANUFACTURER which expression shall unless the context requires otherwise include its successors and assign the other part.

WHEREAS the Company has awarded the maintenance work of 100 T Rail Weighbridges to the AMC holder M/s ----- at different locations of BCCL vide Work Order No. ----- dated -- -----

And whereas, the Company has agreed to award the work to be executed by the AMC holder of Weighbridge on the terms and conditions hereunder written .

1. The terms & conditions will be valid for a period of Three (03) years, from----- to----- . On expiry of the period or before it, the company may at its sole discretion, renew the agreement on the same terms and condition, as contained herein or on such modified terms and conditions as may be mutually agreed upon between the company and the contractor/manufacture. The company reserves the right to cancel, terminate/reduce the period of agreement by giving three months notice in case unsatisfactory performance/breach of the terms and conditions of this agreement without prejudice to its rights as may have accrued.
2. The Maintenance charges of different types of weighbridges shall be as below.  
 The lowest rate offered against the bid submitted will be distributed among 11 nos, of In motion, 4 nos of Static(Hybrid) and 4 nos of Static (Electronic) in the percentage of 68%, 12%, and 20% respectively. The above apportioned amount of each group will be distributed equally to individual weigh bridges of same group i.e. total amount of In motion group will be divided equally among 11 weigh bridges located at different locations and similarly for other groups.
3. That the scope of work includes checking, repairs and replacement of defective parts listed below.
  - (a.) Load cells/weigh lines including transducers, track switches and control cables etc.
  - (b.) PCBs for Electronic digitizers & any other component of digitizer, Computer(CPU), Monitor, printers, key board, AC, UPS, Stabilizer.
  - (c.) All mechanical items like knife edge bearings, levers, links, strut button tops & bottoms, bumper stoppers etc. excluding structural items.
  - (d.) All consumable items such as ribbons, cassettes, paper rolls, diskettes, shall be excluded from this contract/agreement which will be arranged by BCCL.
4. The weighbridge will be handed over to the Contractor in working condition, with the existing system on as is where is basis. Contractor have to continue to provide services for the awarded working weighbridges consisting of existing digitizer, PC, software, load cells/ sensors, track switches and the other items, irrespective of the make of the same. The weighbridge to be Maintained strictly in accordance with the stipulation of Deptt. of Metrology, for in motion and static Rail Weighbridges. In case the contractor feels to change any of the above items, with their resources while commencing of the AMC the charges/ cost of the same will have to be borne by the contractor without any degradation of the performance/ Weighment of the weighbridge. In case if the weighbridge is not working due to broken/ damaged parts, the weighbridge will be repaired by the contractor but the cost of replacement of such parts will be borne by the company.
5. That it shall be the responsibility of the contractor to check & maintain the batteries supplying power to UPS regarding its proper maintenance with regard to water level/specific gravity of electrolyte and apprise the Company about its condition in writing for timely action of replacement if required.

6. That the contractor shall deploy adequate specially trained technical staff with Mobile phone & also landline phone and post them at convenient places in consultation with the company. The contractor shall have their service center at Dhanbad with 24 hourly contact /telephone availability.
7. That the contractor shall ensure that the staff/engineer posted for the purpose makes routine *fortnightly visits* to the weighbridges for preventive maintenance/maintenance in addition to calls as and when made and all visits must have service reports/ call slip jointly signed by the representative of BCCL(*not less than an executive*) and the contractor's representative. The preventive maintenance will have to be carried out by the contractor every year before annual certification by Weights & Measures with proper program in advance in consultation with the company. During the preventive maintenance, the m/c. under maintenance will not be considered under break-down and no penalty will be deducted on this a/c. A copy of the joint inspection to be sent to WB cell, Koyla Bhawan also.
8. The contractor shall be taking all the necessary action for sealing the CPU & Digitizer in such manner which will be specified by the Company, which will also be mutually decided between the Company & Railway. It will be the responsibility of contractor to rectify the defects within 12 hrs. but the contractor will not be held responsible for any procedural delay in commissioning the weighbridge for commercial use. If the same defect of the WB is observed in the following/very next Weighment after WB declared fit by the contractor, this period will be included in the breakdown hours.
9. In case of F.I.O. testing the system will not be considered under breakdown from the date of repair of weighbridge till F.I.O. testing is completed again. However if F.I.O. at the time of testing declares the weighbridge under breakdown, then the entire period i.e. from the day of its declared as breakdown shall be treated under breakdown period.
10. That all travel and other expenses for the manpower deployed are included in the rate.
11. That the contractor shall ensure that any electrical/electronic/mechanical break-down of the weighbridge is attended to within 3 hrs. of receipt of information at the notified office of AMC holder and the weighbridge is commissioned within a reasonable time not exceeding 12hrs. For this purpose, sufficient inventory of spares including Load Cells, digitizer, etc. exclusively for BCCL's requirement shall be maintained by the contractor at their own cost and at their local offices at Dhanbad. The contractor shall attend break-downs of weighbridges round the clock on all 7 days of the week & 365 days of the year. If the breakdown is not rectified within 12 hours the contractor will pay penalty.

## **12. PENALTY FOR THE NON AVAILABILITY OF THE WEIGHBRIDGE:**

### **a) In case of breakdown of Total Weighing system**

(i) When the weighing system of weighbridge is under breakdown for more than 12 hours from the time of informing the breakdown to AMC holder.

$$\text{PENALTY} = 2 \times \frac{\text{Contract charges for half year}}{177.5 \text{ days}} \times (\text{No. of days of Breakdown})$$

\* The penalty shall be calculated on 6 monthly basis.

\*\* In case of days calculation it must be 24 hrs or part thereof

### **b) In case of breakdown of only UPS**

PENALTY = Rs. 50/-per day x No. of days UPS under breakdown

- Company may at their discretion procure one new UPS after one month at the risk & cost of the AMC holder. The amount will be realized from AMC holders bill.  
In case AMC holder replaces the same it must be identical i.e. of same type/rating/capacity etc. failing which the original will not be returned to them.

### **c) In case of breakdown of only Air-Conditioner**

PENALTY = Rs. 50/-per day x No. of days Air-Conditioner under breakdown.

(30)

- Company may at their discretion also get it repaired after one month at the risk & cost of the AMC holder if not done by the AMC holder within a month or Company may hire the same. The amount will be realized from AMC holders bill.

d) In case of breakdown of only Printer

PENALTY = Rs. 50/-per day x No. of days Printer under breakdown

- Company may at their discretion procure one new Printer/hire one printer after one month at the risk & cost of the AMC holder. The amount will be realized from AMC holders bill.  
In case AMC holder replaces the same it must be identical i.e. of same type/rating/capacity etc. failing which the original will not be returned to them.

NOTE: i. There should be a bound page register maintained at weighbridge in which all vital details of breakdown and the time of breakdown/time of informing the breakdown to AMC holder are to be recorded and is to be checked by Area Manager (E&M) and Area Sales Manager before signing the AMC bill.

e. The penalty shall be calculated on six monthly basis for each weighbridge separately. The contractor is liable for making payment of the aforesaid penalty on the claim made by the company within a period of one month failing which the company shall have the right to recover from any dues payable to the contractor.

f. The total penalty, per annum, as per above calculation shall be limited to 10% of the total contract value.

13. That the contractor shall ensure that weighbridges are stamped/ verified/re-verified by the Weights & Measures Deptt. and Railways Fitter In-charge Outdoor certificate is issued and the weighbridges are not out of use on this account. The fee, if any, requires for the purpose, which is legally payable to the Weights and Measures Department or Railways shall be borne by the company once in a year under normal conditions, excluding the failure due to lightening, sabotage, force majored . All other works like liasoning with Railways / Weights & Measure shall be the responsibility of the contractor.

14. That the company shall provide weights at the weighbridge, if required, under the statute and will allow usage of the same by the contractor for calibration or testing.

15. That the old parts, which have been replaced by the contractor with a new one (except hard disc of CPU) shall be the property of contractor & is to be handed over with record. The hard disc if replaced must have approval of Hd.Qrs.

16. That the contractor shall undertake to train the persons deployed by the company at the weighbridges for day to day operation.

17. That the company shall ensure that the power supply line to the weighbridges instrumentation should not be used for any sort of electric welding at or near weighbridge or for any heavily fluctuating loads. In case, it is used, the supply to the instrumentation should first be put off.

18. That the company shall provide unskilled assistance, if necessary.

19. That the contractor shall be liable for the implementation of the provision of contract labour regulation abolition act and rules thereof. Payment of wages act and payment of wages (mines) rules, minimum wages act and the rules thereof coal mines provident fund scheme and other legislation which are obligatory for the contractors towards his employees are responsibility of contractor.

20. That the contractor shall provide full medical treatment to his staff and labour in case of accidents on duty. The company shall have no responsibility whatsoever towards staff/labour deployed by the contractor.

21. That in no manner the company is liable to the contractor or any member of his staff or any other person or to Government or other bodies for injuries or death caused as a result of accidents either within or outside the mine including the siding and weighbridge in the course of work. The contractor shall be responsible for such contingencies and will make good all claims for compensations, claimed by the labor

or staff or as decided by appropriate authority/tribunal or other competent agencies and discharge as the case may be. All liabilities under the workmen's compensation act and other relevant laws of the land will be the contractors responsibility. The contractor shall also indemnify the company and discharge all the same that may be awarded in respect of claims for compensation arising out of or consequent to any staff or labour working under him or any other involved persons pursuant to the provisions of the workmen's compensation act(viii of 1923 and ix of 1933) or any subsequent modification or amendment to the act thereof or any other enactment or law in force at the relevant time. All costs incurred in connection with any such claim should be made good by the contractor and the company if required to pay in the first instance such amount of compensation as it is payable under the said act and to recover the amount paid by the company immediately from the dues of the contractor.

22. The company shall keep the weighbridge pit and platform clean and the drainage system will be kept in working order free from obstruction. In case of any lapses found on this account the contractor shall make an entry in the register kept for the purpose at the weighbridge for the Company to do the job in time.
23. That this agreement does not include repair/replacement of parts necessitated due to damage resulting from fire, accident, lightening and faulty power supply. The contract is subject to exemption from effect of war, riot, strike, willful damage and force-majeure condition. To ascertain the exact reason of damage of weighbridge components particularly in case of lightening and faulty power supply, a committee including representative of contractor will be constituted for this purpose by Area/ Washery CGM/GM, who will examine the weighbridge and decision taken by the committee shall be binding on the contractor and the company. A representative of contractor will also be a member. Area /Washery CGM/GM on receipt of the report of the committee will place order for its rectification if damage is due to lightening and/or faulty power supply.
24. To improve the service back-up the contractor shall establish a 24 hourly contact point at Dhanbad by posting competent Engineer preferably an Electronic Service Engineer with all essential float units and spare parts. He will also keep effective liaison with BCCL's engineer and submit periodical action plans for timely rectification/recommissioning. This arrangement shall be apart from the site Engineers to be placed at Areas as may be required.
25. Payment terms :-
  - a. Within 30 days after submission of techno commercial clear bills.
  - b. Half Yearly payment shall be made for the entire certified amount
  - c. Centralized payment from HQ.
  - d. Paying authority – F.M/I/c(P&P) HQr, BCCL.
  - e. Payment will be made only after receipt of certificate from AM(E&M) of the respective Area/Project Officer of respective Washeries for satisfactory performance of the work & counter signed by G.M. (E&M) Crushing/W.B.& Despatch, BCCL. The bills are to be supported by Service Reports(Fortnightly inspection/On call inspection) & calculation sheet for penalty imposed, duly certified by Officers of Unit & Area.
26. No interest shall be payable on any amount with held by the company under the terms of agreement contract.
27. An agreement in the prescribed form on stamp paper shall be executed for the fulfillment of the agreement /contract within 30 days of the issue of the work order to the successful tenderer. Further this agreement is subject to the laws of India alone.
28. The management of the company (BCCL) reserves the right to cancel the contract if the work is not carried out in accordance with the terms and conditions of the contract.



29. The company does not bind itself to accept the lowest tender and may reject any or all tenders without assigning any reason.
30. The party shall not sublet, transfer or assign the contract or any part thereof except with previous consent in writing of the company.
31. Income tax shall be deducted at source from the bills of the party, as per the provisions of income tax law.
32. The earnest money shall also be forfeited on the following grounds:
- (a) On withdrawal of tender.
  - (b) Refusal to enter into the agreement of execution of work if the work is awarded to the party
  - (c) If the work is not commenced within the specified time limit after the award of work.
33. Suspension or termination of Contract : BCCL may at their absolute discretion suspend or terminate the contract in any of the following cases-
- a. If BCCL finds any difficulty statutorily or for the reasons beyond its control, including force majeure in continuing the work under the contract.
  - b. If the party commits defaults in complying with any term and conditions of contract and does not rectify it or take effective step to rectify it within 7 days, after receipt of notice in writing, given by the representative of BCCL.
  - c. If the party obtains a contract from the company as a result of wrong tendering or other non-bonafide methods of competitive tendering.
  - d. Willful neglect in subordination or disobedience by the party or its employees of the orders of CMD BCCL or his representative pertaining to the safety or any matter relating to the execution of the work in/under the contract.
  - e. Failure on the part of the party to arrange the requisite spares at site and or start the work on the stipulated dates.
  - f. If it is found that the system of payments to the labour and staff is not satisfactory and is likely to cause unrest, the decision of the CMD, BCCL and or Area General Manager/Chief General Manager(E&M)/ or any other authorized executive will be final.
34. The AMC holder will hand-over the W/Bs including its accessories in good working condition to the next successor or else the expenditure involved for rectification will be recovered from the bills. As a precautionary measure, the last payment along with the security deposits will be held back till the weighing system is handed over in perfect working condition. A joint report of handing over/ taking over by both incoming/out going contractors will be prepared and submitted to the W/B Cell HQ duly signed by Area Manager(E&M)/Project Officer, Washery.
35. While every effort will be made to continue the work, BCCL shall not accept any responsibility/liability for dislocation in the work due to causes beyond its control. The work is subjected to Force Majeure Clauses including strikes, war, lock-outs, mishaps in the company works, power station, non-supply of wagons and all such clauses over which management will have no control and management shall under no circumstances refund or pay to the party any loss incurred by him for advance made to their employees or for any situation or incidental loss in the event of such stoppage. Only work done will be billed for payment.
36. Arbitration- In case if any dispute arising at any time during the tenure of the contract period the same shall be referred to arbitration. The sole arbitrator shall be CMD, BCCL or his authorized representative and his decision shall be binding to both the parties, venue of such arbitration shall be BCCL(HQ), Dhanbad.
37. Jurisdiction: - Dhanbad will be the jurisdiction for the entrenchment of this agreement.

IN WITNESS whereof the parties hereto have executed these presents the day and year first above written.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

- 1) In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the tender papers hereinafter referred to.
- 2) The following documents which are annexed to this agreement should be deemed to form and be read and construed as part of this agreement viz.

- |                 |  |
|-----------------|--|
| i) Annexure-A   | Tender Notice (Page.... to ..... )   |
| ii) Schedule –A | General Terms & Conditions, Special Conditions and<br>General Technical Specification (Page..... to..... ) |
| iii) Schedule-B | The probable Quantities and Amount (Page..... to..... )  |
| iv) Schedule-C  | Negotiation letters –  |
| v) Schedule-D   | Letter of Acceptance/Work Order (Page .. to ..)  |
| vi) Schedule-E  | Drawings (Page .. to ..)   |

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

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

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

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

1 Partner. Signature

2 Partner Signature

On behalf of M/S.....

The Contractor, as one of the constituted attorney,  
In the presence of –

1. Name \_\_\_\_\_ Signature

Address :

Occupation :

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

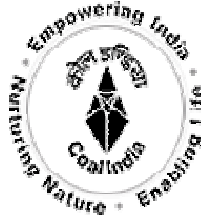
2. Name : Signature

3. Address:

**TENDER DOCUMENTS**

**FOR 19 NOS.**

**RAIL WEIGHBRIDGES**



**BHARAT COKING COAL LIMITED**  
( A Subsidiary of Coal India Limited )  
**Regd. Office: Koyla Bhawan**  
**OFFICE OF THE CHIEF GENERAL MANAGER (E & M)**  
**E & M DEPARTMENT**  
**KOYLA NAGAR, DHANBAD.**

**PART – I**

**( TO BE SUBMITTED IN SEPARATE ENVELOPE )**

**1. Name of work** : ANNUAL MAINTENANCE CONTRACT OF 19 (NINETEEN) NOS,  
RAIL WEIGH BRIDGES IN DIFFERENT LOCATIONS OF BCCL.

**2. Name of Tenderer** :  
**Address** :

**Contact No. ( Tel / Mob.)** :

**3. N.I.T. Reference** : BCCL/(E&M)/F-Tender /11/6067 - 107 **Dated:- 18.07.11**

**4. Date & Time of submission of Tender.** : 23.08.2011 Up to 03.30 PM.

**5. Date & Time of opening of Tender.** : 26.08.2011 at 04.00 PM.

**6. Details of E.M.D.** : No. **Date**

**7. Money Receipt No.** : No **Date**  
(for issue of tender Paper)

**8. Documents issued to Tenderers.** : i) Tender Notice (5 pages)

ii) Tender documents (Pages Numbered from 1 to 33)

**SIGNATURE OF ISSUING OFFICER**

