

Bharat Coking Coal Limited
(A subsidiary of Coal India Limited)
Office of the General Manager, BCCL
P.B.Area, P.O. Kusunda, Dist. Dhanbad(828116)
(JHARKHAND)

Ref. No. A – PB/AM (E&M)/2011/NIT/738

Date: 01.08.2011

NOTICE FOR INVITING TENDER

Sealed tenders are invited from reputed reliable, experienced parties for the work given below :

Sl. No.	Name of work	Estimated amount in Rs.	Completion period
1.	Complete repairing & rewinding of 2 nos. motors of 5/6 pits K.B. (H.M. Project : a) 3. 3 KV, 605 HP, Sl. No. E450086044/3 Rs.3,98,590.00 b) 445 HP, 3. 3KV, Sl. No. 27899/2 Rs.2,99,883.00	Rs. 6,98,423.00	3 (three) months

- (2) a). A confirmation that you are registered or shall get registered with EPF authorities as applicable.
b). Copy of PAN issued by Income tax department.
c). Copy of tax registration (TIN).
d). Copy of service tax registration.
e). Labour licence under contract labour 1970 (R&A) Act – Contract labour (I&A) Act 1971 as applicable.
f). Proprietorship/partnership deed/power of attorney, Registration of firm as applicable.
g). Details of your Bank A/C.
h). Valid Electrical contractor licence.
i). Required infrastructure for rewinding and repairing.
j). Tools tackles and machines for making coils.
k). Tools, tackles and machines for restaggering stator/rotor/cores.
l). Arrangement for Flux loop list.
m). Infrastructure for cutting and sizing the laminations.
- (3) Pre-qualification/eligibility criteria :
- (i) Average annual financial turnover of works during the last 3 (three) years ending 31st March of the previous financial year should be at least 30% of estimated cost.
- (ii) During last seven years experience of having successfully completed :
- (a) Three similar works costing not less than the amount equal to 40% of the estimated cost.
- (b) Two similar complete works costing not less than the amount equal to 50% of the estimated cost.
- (c) One similar complete works costing not less than the amount equal to 80% of the estimated cost.
- (4) Earnest money : @1% of the estimated value of Rs. 6,98,423.00 is to be deposited in the form of bank draft drawn in favour of Bharat Coking Coal Limited of any nationalized bank payable at its Branch at Dhanbad and attached to Tender(part-I).

Contd.....2

Tender not accompanied by earnest money shall not be considered. The earnest money shall be refunded to the un-successful bidders after finalization and award of tender and shall bear not interest and earnest money of the successful bidder will be converted to security money.

- (5) The cost of tender documents shall be Rs.500.00 –payable either in cash or Bank draft in favour of Bharat Coking Coal Ltd. Of any Nationalised Bank payable at its branch at Dhanbad.
- (6) Tender documents including terms and conditions of work shall be available on payment from the office of the Area Manager (E&M), P.B. Area during any working day from 23.08.11 to 26.08.11 on production of money receipt/demand draft (non-refundable). The document shall not be sent by post. Tender documents can also be downloaded from our website of BCCL i.e. <http://bccl.cmpdi.co.in> and sent along with tender fee and earnest money within the stipulated time.

General instructions for submission of Tender :

- (7) Tenderer is required to submit his offers in sealed envelope giving reference to this tender notice no. and date containing offers in two parts i.e. Part-I & Part-II as specified in tender document. Part-I should contain technical & commercial terms and conditions, firms credential earnest money, PAN NO., TIN NO. Part-II should contain only price bid. Tenderers shall furnish as much details as possible in respect of similar work executed in past indicating nature, value and name of clients. Part-I & Part-II should be in separate covers. Part-II of the offer will be opened in respect of only such tenderers as are found qualified after scrutiny of part-I.
- (8) The rate offered in Part-II should be valid for four calander months from the date of opening of Part-II of tender . No conditional paper will be accepted.
- (9) Tenders are to be received in sealed covers upto 12.00 noon of 02.09.2011 in the office of the undersigned.
- (10) Tenders i.e. Part-I will be opened on 02.09.2011 at 3.30 PM in the office of the undersigned in presence of tenderers or their authorized representatives.
- (11) Prior to give their offer the job may be inspected at H.M. Project (5/6 Pits K.B.) colliery under P.B. Area in consultation with the undersigned.
- (12) The tenderer will be governed by the general terms and conditions of BCCL.
- (13) The company is not under any obligation to accept the lowest tender/tenders and reserves the right to accept or reject any or all the tender papers without assigning any reason what-so-ever.
- (14) Guarantee :06(Six) months from the date of commissioning.
- (15) Taxes : Necessary taxes & duties will be levied as per rules.
- (16) Bank Details : To be submitted in proforma supplied with tender document.

Area Manager (E&M)

P.B.Area

Distribution :

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

BILL OF QUANTITY

Departmental estimate for complete repairing of 605HP/3.3KV, Sl. No.E450086044/3 at H.M. Project, P.B.Area

<u>SL. No.</u>	<u>Description of work</u>	<u>Quantity</u>	<u>Rate</u>	<u>Amount</u>
1.	Stator Coil for 60 nos. of coil with glass Covering (out of 330 kg.) 30 kg. considered To waste during forming coil and cutting for Solder)	330 kg.		
2.	<u>Insulating materials :</u> a) Glass mica polyster tape b) Glass tape c) Dr. back varnish d) Glass cords e) Nomex paper f) Soldering Materials	100 rolls 60 rolls 20 ltrs 100 mtrs 4 Kg. L.S.		
3.	Less scrap value	300 Kg.		
4.	Labour charge 20%			
5.	Supervision Charge 10%			

(A)

Repairing of Rotor :

1.	Changing of rotor bars with new copper wire	180 Kg.
2.	Changing of copper end ring	20 Kg.
3.	Silver brazing rod (L&T-306)	1.23 Kg.
4.	Industrial gas	L.S.
5.	Balancing of rotor	L.S.
6.	Bearing (SKF make) a) NU321C ₃ b) NU 218 C ₃ c) Bearing 6218	1 no. 1 no. 1 no.
7.	Less scrap value	200Kg.
8.	Repairing of rotor bearing seats (with metalling & machining)	L.S.
9.	Repairing of both the end covers (with metalling & machining)	L.S.
10.	20% labour charge	
11.	Replacement of existing damaged rotor Laminations	100Kg.
12.	Slot cutting on lamination	L.S.
13.	Dismantling, varnishing and re-setting With press machine	L.S.
14.	10% supervision charge	

(B)

Departmental estimate for complete repairing of 445HP/3.3KV, Sl. No.E27899/2 at H.M. Project,
P.B.Area

<u>SL. No.</u>	<u>Description of work</u>	<u>Quantity</u>	<u>Rate</u>	<u>Amount</u>
1.	Changine of stator with complete new coils (out of 265 Kg. 25kg considered waste during Forming Coil cutting for solder)	265 Kg.		
2.	<u>Insulating materials :</u> g) Glass mica polyster tape h) Glass tape i) Dr. back varnish j) Glass cords k) Nomex paper l) Soldering Materials	80rolls 50rolls 20 ltrs 90 mtrs 3 Kg. L.S.		
3.	Less scrap value	240Kg.		
4.	Labour charge 20%			
5.	Supervision charge 10%			
		(A)		
<u>Complete Rotor repairing with new copper bars :</u>				
1.	Changing of rotor with new copper bar	135 Kg.		
2.	Changing end copper ring	18 Kg.		
3.	Silver Brazing (L&T 306)	1 Kg.		
4.	Industrial gas	L.S.		
5.	Balancing of rotor	L.S.		
6.	Bearing : a) Nu 320C ₃ b) NU218-C ₃ c) 6218C ₃	1 no. 1 no. 1 no.		
7.	Less scrap value	153 Kg		
8.	20% labour charge			
9.	10%supervision charge			
10.	Rotor bearing seat metalling & machining			
11.	End cover (both) to be matlling and machining			

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

TENDER ISSUE FORM

1. Name and place of work :
2. N.I.T. No & Date :
3. Detail cost of work :
4. Amount of Earnest Money :
5. Cost of tender paper :
6. Name of the Contractor/ Agency to whom
Tender paper is issued :
7. M.R.No & Date in support of deposition cost
Of tender paper :
8. Date of issuing Tender paper :
9. Date of issuing Tender paper :

**Signature of Issuing
authority, P.B. Area**

1. Details of Earnest Money :
2. Permanent address of the contractors :
3. Sale Tax Registration Rs. :
4. Permanent account of Income
Tax (OAA No.) :
5. Relationship with the BCCL employee,
If any stating Name, Designation Place of
Posting of the employee :
6. Accepted to abide with the terms&
conditions as laid down in the from of
contract agreement drawn by BCCL :

Signature of Contractor / Agency

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

Bharat Coking Coal Limited
Office of the General Manager, PB Area
P.o. Kusunda : Dhanbad.
Detailed tender notice.

1. Sealed tenders super scribed with the name of work **Repairing /rewinding of One 16MVA, 132KV/6.6KV Crompton Greaves Ltd make transformer Sl. No. 24931 of 132KV Sub-station of P.B. Area at site** are invited from bonafied and experienced contractors and will be received in the office of the Area Manager(E&M), P.B. Area Aralgoria up to **12:00 noon** On **24.08.10** All tenders will be opened at **3:30 PM** on **24.08.10.** in the presence of the attending tenderers of their authorized representatives.
2. The tender shall submit their offer in two separately seal envelopes one containing the complete details of the financial and technical capabilities with supporting documents and the other containing the financial offer as per the prescribed schedule of quantity in the prescribed forms. Financial offer will be opened only if the technical & financial capabilities of the tenderers are found adequate to perform the work. These forms together with the proposed contract document including specifications and contract drawings may be obtained from the above office on payment of Rs. **500=00** (Rupees **Five Hundred only** for each set. No refund will be made.
3. Earnest money of **Rs. 10140** should be deposited by the tenderers in one of the following ways.
 - i) Money may be paid in cash to the finance manager, Pootkee Balihari Area, Aralgoria and the receipt there of enclosed with the tender (cash should be deposited with the Finance manager between 10Am to 1.30 Pm on all working days and up to 11 Am on Saturday).
 - ii) By enclosing with the tender, deposit at call receipt demand draft or FDR obtained from the state Bank of India or other nationalized Bank in favour of Bharat Coking Coal Limited.
 - iii) By enclosing with the tender National Saving Certificate endorse in favour of Bharat Coking Coal Limited.
 - iv) By enclosing the tender, Govt. Treasury deposit certificate endorsed in favour of Bharat Coking Coal Limited, Dhanbad.
4. The earnest money will be retained in the case of successful tenderers and will not carry any interest. It will be dealt with as provided in the tender.
5. **a) SECURITY DEPOSIT.**

The contractor (s) shall permit the company at the time of making any payment to him for the work done under the contract to deduct such sums as will along with the amount of the earnest money already deposited, amount to :

 - i) In case of work costing up to Rs. 1.0 lakh 10% of the cost.
 - ii) In case of work costing more than Rs. 1.01 lakh 10% of the first 1.0 lakh and 7 1/2 % of the next Rs. 1.0 lakh and 5% of the balance amount.
6. **a)** All subject to maximum of 1.0 lakh no further deduction will be made from the running bills on account of security deposit. The security amount less than amount of earnest money deposited will be recovered in four installments. From first four running account bills where the entire four account bills the number of installment..... accordingly.
b) On receipt of acceptance of the tender, the successful tenderers shall sign on agreement in the proper departmental form for the due fulfillment of the contract. Failure to enter into the required agreement within the specified period shall entail forfeiture on the earnest money. The written agreement to be in between the contractor (s) and the company shall be

foundation of the right of both the parties and the contract shall not be deemed to be completed until the agreement has first been signed by the contractor (s) and then by the company authorities.

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

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

Or

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

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

10. The tenderers shall closely persue all specifications clauses which govern the rates for which he is tendering.

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

12. The work should be completed within 4 months form 10 days after the issue of latter of intent or handing over of site which ever is later.

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

14. The chairman –cum-Managing Director, Bharat Coking Coal Limited Reserves the right to reject any or all the tenders without assigning any reason whatsoever and to split up and distribute the work among the tenderers.

15. The tender(s) will indicate the equipment he/they is / are going to use on his job and also give adequate evidence of his complete the work in time.

16. The tender(s) should also state what technical personnel he/they will be complying for supervising the work.

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

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

Signature of the contractor(s)

BHARAT COKING COAL LIMITED
(A SUBSIDIARY OF COAL INDIA LTD.)
POOTKEE BALIHARI PROJECT
ELECTRICAL & MACHANICAL DEPTT.

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

13. No claims for idle labour shall be entertained on any ground whatsoever.

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

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

16. Work shall be taken by the employer from the contractor only in operating condition after performance of all commissioning test shall be performed after rectification works at the contractor's risk and experience.

17. Payments :

i). Payment shall be made for the work completed as per actual measurement on the basis of rates provided in the contract once in a month.

ii). 1% of the total amount shall be deposited as the security money to F.M.(P.B.) along with the tender 10% of the security deposit will be released after 6 months of successful maintenance period after final commissioning.

iii). Income tax will be deducted at the rate of 2% from the bills. It must be clearly understood that any delay in payment will not be treated as valid reason for grant of extension of time of completion of work and/or for any other claim by the contractor.

18. The contractor shall have to obtain approval of the work from DGMS/BSEB authorities for commissioning the installation.

19. Final inspection will be done by the competent authority of BCCL.

20. For any clarification superintending Engineer (E&M) of this project may be contacted.

21. All materials to be supplied shall be inspected & passed by Engineer In charge and if rejected they shall be replaced by the contractor. No extra payment shall be made by the company on this account.

SPECIAL INSTRUCTION

I. Technical Bid

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

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

II) PRICE BID

The price bid shall be submitted in a separate sealed envelop clearly super scribed 'PRICE BID' shish filling the price bid the bidder should keep in mind the following :

- i). The bid should be filled for every item and no lump sump of flat rate shall be accepted.
- ii). The bid should be filled neatly without cutting or over writing the rate and amount both should be clearly written.
- iii). Sale tax on work contract as may be applicable as per the Gove. Notification issued recently will be reimbursed to the contractors subject to submission of satisfactory proof of such payments by the contractor to the concerned authorities on final assessment tender with any condition other than mentioned in the tender documents shall be rejected.
- iv). The technical specification noted curlier shall supplement. The item specification in the bill of quantity & the measurements noted in the technical specification for various accessories measurements, instruments etc. shall be treated as included in the item specification in bill of quantity.
- v). It should be clearly understood that the technical specification and item specifications in bill of quantity. Are only indicative and any requirement in conformity with in act-2 Rules made there under and relevant Is shall have to be complied underling execution without inviting any extra expenditure.

ANNEXURE 'A'
GENERAL TERMS CONDITIONS

1. Definitions :-

- i) The word 'Company' wherever in the conditions, means the Bharat Coking Coal Limited, represented at BCCL, Hqrs. By
BCCL, Hqrs. Or his authorized representative or any other officer specially deputed for the purpose.
- ii) The word contractor/ contractors wherever occurs means the successful tenderer/ tenderers who has/have deposited the Earnest Money and has/have been given written intimation about the acceptance of tender.

2. Responsibilities of contractor the contractor/contractors.

- i) The BCCL, reserves the right to 1st other contracts in connection with the Project and the contractor/contractors shall cooperate in the works for the introduction and stores and materials and execution of his/their works.
- ii). The contractor/contractors shall keep in the work during the progress a competent superintendent and necessary assistance who shall represent the contractor(s) in his their absence. Important directions shall be confirmed to the contractor(s) in writing. If the contractor/contractors in course of the work finds/ find any discrepancy between the drawing, forming part of the contract document and the physical conditions of the locality or any errors or commissions in drawing except those prepared by himself/themselves and not approved by the Company/Eng. In charge, it shall be his/their duty to immediately inform the Eng. In charge in writing and the Eng. In charge shall verify the same. Any work done after such discovery and without intimation as indicated above will be done at the risk of the contractor/contractors.
- iii) The contractor/contractors shall employ only competent, skilful and orderly men to do the work. The Engineer In charge shall have to ask the contractor/contractors who in his opinion is undesirable and the contractor/contractors will have to remove him within three hours of such orders.
- iv) Precautions shall be exercised at all times for the protection of persons (including employees) and property. The safety required or recommendations by all applicable laws, codes, standards and regulations will be observed. In case of accidents, he/they shall be responsible for compliance with all the requirements imposed by the workmen's compensation act. Or any other similar laws in force, and shall indemnify the company against any claim on this account.

All scaffolding, ladders and such other structures which workmen are likely to use shall be examined by the Engr. In charge or his authorized representative whenever they are used and the structures must be strong, durable and of such design as required by them. In no case any structure condemned by the Engr. In charge or his authorized representative shall be kept on the work and such works must be pulled down within three hours of such condemnation and any certificates or instructions, however, shall in

no way detract the contractor/contractors from his/their responsibility as an employer and the company shall in no way be responsible for any claim.

The contractor/contractors shall at all times exercise reasonable precautions for the safety of employees in the performance of his/their contract and shall comply with all applicable provisions of the safety laws drawn up by the state or central Govt. or Municipalities and other authorities in India. The contractor/contractors shall comply with the provision of the safety hand book as approved and amended from time to time by the Govt. of India.

- v) The contractor/contractors shall familiarize themselves with and be governed by all laws and rules of Indian and Local statutes and orders and regulations applicable to his/their work
- vi) Building for the sanitary necessities of all persons employed on the work shall be constructed and maintained in the manner, number and place approved or ordered by the Eng. in charge. The contractor/contractors shall vigorously prohibit committing of nuisance at any other place.
- vii) The contractor/contractors shall furnish the Eng. In charge or his authorized representative with work reports from time to time regarding the contractor/contractors organization and the progress made by him/them in the execution of the work as per the contract agreement.
- viii) All taxes, whether local, municipal, provincial or central etc. and cess, royalty etc. those are payable or may become payable shall be to the contractor's/contractors account and shall be deemed to have been included in the tender of the work to be executed by him/them. The contractor/contractors will have to produce a certificate from the appropriate authorities of the state Govt. to the effect that all dues about royalties have been paid. This certificate will have to be produced before the final payment made/security released.

1. On account of manufacturing of bricks or collection of minor minerals in area (both virgin and non-virgin) acquired by the company under the Coal Act the contractor will have to produce a royalty clearance certificate from the District Authorities before full and final payment.

2. In case the company's land is used for manufacturing of bricks or extraction of gravels, etc. the contractor will have to pay compensation to the company (apart from the liability of the contractor to make the rates of royalty fixed by the state govt.) at the same rates of royalty fixed by the state Govt. or an appropriate deduction may be made in the rate to be paid to the contractors.

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

x) The contractor/contractors shall make their own arrangement for carriage of all materials to the work site at his/their own cost and supply of all water required for the contracted work and drinking water to his/ their workmen.

xi) The work shall not be sublet to any other party, unless approved by Eng. In charge in writing.

xii) No fruit trees valuable plant or trees with trunk diameter exceeding 6" shall be pulled, destroyed or damaged by the contractor/contractors or any of his/their employees

without the prior permission of the company, failing which the cost of such trees or plant shall be deducted from the contractors dues at the rate to be decided by the company. The rates quotes are supposed to include clearance of shrubs and jungles and removal of such trees up to 6" dia. as will be permitted by the Engr. In charge in writing.

xiii) The contractor/contractors shall not pay less than the minimum wages to the laborers engaged by him/them as per Minimum wages Act or other legislation or award of the Minimum wages fixed by the respective State Govt. as may be in force and in this matter the decision of the company shall be final and binding.

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

xv) The contractor/contractors shall in addition to any indemnity provided by law indemnify the company against all liabilities whatsoever arising out of the workmen's compensation Act

1923 or any enactment and amendments thereto and shall be wholly responsible for observance of all statutory rules and regulations under any act or award of the Govt. in force in matters relating the employment, payment and retrenchment of labours.

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

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

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

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

Any item of the work provided in the schedule and found not necessary during the progress of the work may be omitted at the option of the company and no claim shall lie against the company on this account.

The Engineer-in-charge shall have power to make any alterations in or additions to the original specifications, drawings, designs and instructions that may appear to him to be necessary/contractors shall be bound to carry out the work in accordance with any instructions which might be given to them in writing signed by the Executive Engineer/Superintending Engineer and such alteration shall not invalidate the contract And any additional work which the contractor/contractors may be directed to do in the manner above specified as part of the work, the work shall be carried out by the contractor/contractors on do the main work and at the same rate as are specified in the tender for the main work.

The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contracted work and the certificates of the superintending Engineer/Sir. Executive Engineer/Executive Engineer-in-charge shall be conclusive as to such proportion & if the additional work includes Any class of work for which no rate is specified in this contract, then rates shall be fixed as follows :

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

PROVIDED ALWAYS THAT:

- a) Contractor/contractors shall not be entitled to any payment for any additional work done unless be/they have received an order in writing from the Superintending Engineer/Sir. Executive Engineer/Executive Engineer for such additional work.
- b) The contractor/contractors shall be bound submit his/their claim for any such additional work done during any month on or before the 15th Day of the following month accompanied by the additional work: and
- c) The contractor/contractors shall not entitled to any payment in respect of such additional work to fail to submit his/their claim within the aforesaid period.

The work shall conform strictly to drawings and specifications. This will not, however, prejudice the company's right to alter, increase, modify reduce or amend the work of any item there of in which case the contractor/contractors will have no claim to any payment or compensation what so ever on account of any profit or advantage, which he might have derived form the execution of the work in full bit for the reduction in work consequent upon such alteration or curtailment.

The work may be stopped at any time by the company having the contractor or his agent on the works, seven day's notice in writing and the measurement of the works shall be made by the Executive Engineer concerned at any time fixed by him in writing subsequent to the expiry of the said notice. The measurement shall be carried out at the said appointed time notwithstanding whether the contractor(s) is/are-present or not.-One payment for the work done and approved, as ascertained by the said measurements the contractor(s) shall have no further claims against the company and the contractors(s) shall not be entitled to claim any damages or compensation of that account.

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

(4) Rate, Materials and Workshop.

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

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

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

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

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

The account of materials shall also be maintained in register which shall be signed both by the authorized representative of the Engineer-in charge and the contractor/contractors. All materials, tools and plants brought shall be deemed to be held in lieu by the company and the contractor/contractors shall not have the right to remove the same from the site without the written permission of the Engineer-in-charge, However, the company shall not be liable for any loss, theft or damage due to fire of other causes sustained during this period of line.

The contractor/contractors shall be responsible for correct and complete execution of the work in a workman like manner with the materials as per spec. Which shall always be subject to the approval of the company at all stages of work.

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

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

5. PAYMENT

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

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

The company shall be at liberty to reduce from the security deposit or from any other sum due or to become due under this contract or under any other contract all sums that become due to the company. All bills shall be pre-audited before payments. Payments will be made by cheque only.

6. Date of Commencement. Rate of Progress, Delays, forfeiture and penalties.

The contractor/contractors shall submit a construction schedule showing the order in which he/they propose(s) to carry out the work the date of which he/they will start the several salient features (including procurement of materials, plant and the contemplated dates for completing the same) for the purpose of preparing the schedule, the work shall be deemed to have commenced on expiry of 10(ten) days from the date of issue of the letter of intent or from the date of handing over the site for the work whichever is later.

The work should be commenced within 10 days from the issue of the letter of acceptance from the administration or from the date of handing over the site for the work whichever is later and completed on or before the date of completion specified in the agreement.

(a) The time allowed for carrying out the work as entered in the contract agreement shall be strictly observed by the contractor/contractors and the time of completion of the work shall be reckoned from ten days after the issue of the letter of acceptance of tender or from the date of handing over the site for the work whichever is later. The work shall throughout the stipulated period of the contract be carried on with all due diligence (time being deemed to be the essence of the contract on the part of the contractor/contract).and

The contractor/contractors shall pay as compensation an amount up to 1 per cent of the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncompleted, or unfinished after the proper dates. In the event of the contractor/contractors failing to complete with the rate of progress specified in the agreement they shall be liable to pay as compensation an amount up to 1 per cent of the said estimated cost of the whole work for every week that the due quantity of work remains incomplete. Provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed 10 per cent of the estimated cost of the work as shown by the tender.

If the progress of any particular portion of the work is unsatisfactory the Executive Engineer shall notwithstanding that the general progress is satisfactory in accordance with clause 6 (a) be entitled to take action under the clause 6 (b) after giving contractor/contractors

10 days notice in writing and the contractor/contractors will have no claim for compensation for any loss sustained by them owing to such action.

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

7. Termination of Contract :

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

On receipt of notice of termination of contract the contractor/ contractors would be entitled to payment for work actually done except in case of conditions (iii)

8. Adjustment of the Dues :

If sum found the payable to the company by the contractor/contractors in connection with any other contract/contracts the company shall have right and liberty to adjust the same out of the dues under other contracts.

9. Arbitration

“All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of the contract or there of shall be settled by a sole arbitrator approved by the CMD of B.C.C.L. and award of arbitrator shall be final and binding on the parties concerned. The arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award. The arbitration proceeding shall be in accordance with the arbitration Act.

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

11. Every tenderer will be required to produce the particulars of Registration/License of the Competent authority under the contract Labour (Regulation & Abolition) Act. 1970.

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

“DETALES OF TENDERERS” ESTABLISHMENT

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