DOCUMENT FOR DISCOUNT BIDCONTRACTS
ON
"SCHEDULE OF RATES"

AMONGST REGISTERED CONTRACTORS OF BCCL

FOR THE WORK OF
TRANSPORTATION OF COAL FROM JAMUNIA COAL DUMPS OF AMALGAMATED BLOCK – II OCP MINE TO KKC (MAIN) SIDING THROUGH NOCP FEEDER BREAKERS WITH ALLIED JOBS
AT BLOCK II AREA OF BCCL

BHARAT COKING COAL LIMITED

(A Mini Ratna Company)
(A Subsidiary of Coal India Ltd)
GENERAL MANAGER OFFICE
Block II Area
Dumra More At & Post- Nawagarh,
Distt -Dhanbad (JH) Pin-828306
Phone -0326-2393108
Email ID: cgmblock2@bccl.gov.in

ONLY PRODUCER OF PRIME COKING COAL IN INDIA

INDEX

Details	
Notice Inviting Discount Bids	
Preamble & General Information	
Award procedure	
Instructions To Bidders	
General Terms And Conditions	
Special Terms And Conditions	
Affidavits & Annexures and Formats	
Bill/Schedule of Quantity	

BHARAT COKING COAL LIMITED
(A Mini Ratna Company)
(A Subsidiary of Coal India Limited – A Maharatna Company)
Regd.Off: KoylaBhawan, Koyla Nagar, Dhanbad-826005
CIN: U10101JH1972GOI000918
OFFICE OF THE GENERAL MANAGER
Block II Area
Dumra More At & Post- Nawagarh,
Distt -Dhanbad (JH) Pin-828306
Phone -0326-2393108
Email ID: cgmblock2@bccl.gov.in

E- NOTICE INVITING DISCOUNT BID

E-NIDB No.:BCCL/Block-2/coal-Tptn/NIDB/e-Tender-18/2018/2514 **Dated: 19.02.2018**

Discount bids are invited on-line on the e-procurement portal of CIL **https://coalindiatenders.nic.in** from eligible valid SOR registered contractors of BCCL (registered under the category of transportation of coal and sand) having Digital Signature Certificate (DSC) of minimum class-II type (with signing & encryption certificate) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA for the following work on **SOR 2015-17** under 'Discount Bid' at a Diesel Base Price (DBP) of **Rs 62.38/Ltr.**

Description of work	Quantity	Estimated value	Earnest Money/ Bid Security	Period of Work
Transportation of coal from Jamunia coal dumps of amalgamated block ii OCP mine to KKC (main) siding through NOCP feeder breakers with allied jobs at block ii area of BCCL.	**105000 Te**	**Rs. 12176850**	**Rs 152300**	**90 Days**

Note:The Bid document will be available on the following websites for downloading at free of cost.

1. *https://coalindiatenders.nic.in*
2. *http://www.bcclweb.in*
3. *http://eprocure.gov.in*

1. Time Schedule of E-Tender:

Sl. No.	Particulars	Date (DD/MM/YYYY)	Time (HH:MM)
1	Tender e-Publication date	19.02.2018	10.00
2	Document download start date	19.02.2018	10.00
3	Document download end date	01.03.2018	17.00
4	**Bid Submission start date**	**20.02.2018**	10.00
5	**Bid submission end date**	**01.03.2018**	17.00
6	Start date for seeking Clarification online	19.02.2018	10.00
7	Last date for seeking Clarification online	24.02.2018	17.00
8	End date of providing clarification by BCCL online	27.02.2018	17.00
9	**Date of Opening of Tender[Cover-I(technical bid) and Cover-II (price bid)]**	**03.03.2018**	11.00
10	**Start date of Reverse Auction(Applicable only for work value 1 crore and above)**	03.03.2018	13.00

Note: If the numbers of bids received online is found to be less than Three (03) on end date of bid submission then the following critical dates of the tender will be automatically extended initially for a period of two days ending at 17:00 hrs and if the number of bids still remains less than three then for another five days ending at 17:00 hrs:

- Last date of submission of Bid
- Last date of submission of EMD
- Date of opening of Tender

If any of the above extended Dates falls on Holiday i.e. a non-working day as defined in the e-Procurement Portal then the same is to be rescheduled to the next working day.
This extension will be also applicable in case of receipt of zero bid.
In these extended periods any new bidder can submit his/their tender online. However, the existing bidder(s) will be allowed to modify his/their submission as per provision of Clause 12 of NIT.
The validity period of tender should be decided based on the final end date of submission of bids.
The auto extension shall work on the basis of number of bids received only. (It may so happen that any of these bids may be eventually rejected during Tender Opening, Technical evaluation or further process of evaluation resulting the total number of valid bids becoming less than three.)
After two extensions, the tender shall be opened irrespective of available number of bids on the extended date of opening of tender.

2. Deposit of EMD:

The bidder will have to make the payment of EMD through ONLINE mode only. No Offline mode of Payment of EMD/Bid security shall be applicable and acceptable.
In online mode the bidder can make payment of EMD either through net-banking from designated Banks/s or through NEFT/RTGS from any scheduled Bank. In case of payment through net-banking the money will be transferred to BCCL's designated Account. In case of payment through NEFT/RTGS the bidder will have to make payment as per the Challan generated by system on e-Procurement portal and will have to upload the document regarding UTR number before submission of bid. Bidder will be allowed by the system to submit the bid only when the EMD is successfully received in BCCL's account and the information flows from Bank's Server to e-Procurement portal.

3. Seeking online Clarification by Bidder:

The bidder may seek clarification online within the specified period. The identity of the bidder will not be disclosed by the system. The department will clarify as far as possible only the relevant queries of bidders within specified period. The clarifications given by department will be visible to all the bidders intending to participate in that tender.

4. Eligible Bidders:

The invitation for bid is open to all eligible valid SOR registered contractors of BCCL (registered under the category of transportation of coal and sand) having eligibility to participate as per eligibility criteria stipulated in **clause No. 6** of NIT and having Digital Signature Certificate (DSC) of minimum class-II type (with signing & encryption certificate) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA.

The bidders, who have valid registration as a SOR contractor in BCCL for Coal & Sand Transportation works and fulfilling the above criteria, can participate in the tender after getting them registered in the portal **https://coalindiatenders.nic.in**. The SOR registration of the bidder must be valid throughout the tendering process till the award of work and subsequently should remain valid throughout the contract period.

The bidders must accept unconditionally the **User Portal Agreement** on-line which contains the acceptance of all terms and conditions of the NIT including General and Special terms and conditions and other conditions of SOR along with online undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the bidder online in order to become an eligible bidder.This will be a part of agreement and No conditional tender bid shall be accepted.

5. Eligibility Criteria:

A. Work Experience:-

The bidder must have in its name or proportionate share as a member of Joint Venture/consortium, experience of having successfully executed (includes completed / ongoing) works of similar nature valuing 25% of the estimated cost of the work put to tender in any year (a 'year' in this context is a continuous period of 365 days starting at any date of the year) during last 7(seven) years ending last day of month previous to the one in which bid applications are invited.

Similar nature of work shall mean: Excavation/Transportation/Loading/Removal of Coal/Overburden/ Shale/ Extraneous material/ Sand/ Minerals etc. by mechanical means.

Note:

1. Sub-contractor's experience and resources will not be taken into account in determining the bidder's compliance with eligibility criteria.

In respect of the above eligibility criteria the bidders are required to furnish the following information online:

a) Experience of similar nature work:

i. Start date of the year for which work experience of bidder is to be considered for eligibility.
ii. Start date & end date of each qualifying experience (similar nature).
iii. Work Order Number/Agreement Number of each experience
iv. Name & address of Employer/Work Order Issuing authority of each experience
v. Percentage (%) share of each experience (100% in case of an Individual/proprietorship firm or a partnership firm or an entity registered as company under the Companies Act, 1956 and the actual % of share in case of a Joint Venture/Consortium).
vi. Executed Value of work against each experience.

Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT):

Satisfactory Work Completion/ Executed Certificate (includes completed / ongoing works) issued by the employer against the Experience of similar work containing all the information as sought on-line with all relevant Work order(s).

BOQ and/ or TDS may be sought during clarification or along with deficient documents.

B. Valid SOR registration certificate :

Valid SOR registration certificate of bidder with BCCL for undertaking the work of coal and sand transportation including allied work on Discount Bid system.
The SOR registration of the bidder must be valid throughout the tendering process till the award of work and subsequently should remain valid throughout the contract period.

C. Fleet/Equipment Requirement:

The bidder is required to give an undertaking in the form of an Affidavit in the prescribed format **given in Annexure-B of Tender Document**to deploy matching equipment / Tippers / Pay loader etc. as indicated below either owned or hired.

Description	Minimum Fleet/ Equipmentrequirementfor the work
Tipper (Nos / Capacity)	**10Nos./ 100 Tonne**
Pay Loader (Nos / Capacity)	**2 Nos. 2.5 cu. m each**
Excavator (Nos / Capacity)	**NA**

In respect of the above eligibility criteria the bidders are required to furnish the following information on-line:
Confirmation in the form of YES/NO regarding acceptance to deploy matching equipment/tippers/pay loaders etc. as per NIT either owned or hired.

Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT):

An affidavit confirming acceptance to deploy matching equipment/ tippers/pay loaders etc. as per NIT either owned or hired **in the prescribed format given in Annexure-B of Tender Document.** The affidavit is to be sworn before the Notary Public / Executive Magistrate.

D. Permanent Account Number (PAN):

The bidder should possess a Permanent Account Number (PAN) issued by Income tax Department.

In respect of the above eligibility criteria the bidders are required to furnish the following information online:-
Confirmation in the form of YES/NO regarding possessing PAN

Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT):
i. PAN card issued by Income Tax department, Govt. of India.

E. Certificate of registration with provident fund authorities:

The bidder should possess a certificate of registration issued by provident fund authorities.

In respect of the above eligibility criteria the bidders are required to furnish the following information online:-
Confirmation in the form of YES/NO regarding possessing Certificate of registration with provident fund authorities.

Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT):
i. Certificate of registration with provident fund authorities.

F. Goods and Services Tax (Not Applicable for Exempted Services)
The bidder should be either GST Registered Bidder (but not under Composition Scheme)

OR

GST unregistered Bidder/Dealer

Information to be furnished by bidder on line:
1. Confirmation in the form of Yes/No regarding possessing of required document as enlisted in NIT with respect to GST status of the bidder

2. Status of the bidder in the BoQ excel sheet being uploaded by the bidder during bid submission as per previous column.

Scanned copy of documents, to be uploaded by bidders in support of information/ declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document:

The following documents depending upon the status w.r.to GST as declared by Bidder in the BOQ sheet:

i. Status: GST registered Bidder (but not under Composition Scheme):

Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.

ii. Status: GST unregistered bidder:

Document: A Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder in compliance with the relevant GST rules of India.

iii. If turnover of bidder exceeds exemption limit, the bidder must have GST registration as per GST Act and rules.

G. General Essential Requirements:

In order to qualify in the tender the bidders have to accept the following conditions:

i. All the Terms and Condition of the NIT and Tender Document Unconditionally on line in the form of User Portal Agreement.
ii. Expected values of each of the General Technical Evaluation (GTE) items.
iii. To upload online the scanned copy of documents, as specified in the NIT for evaluation as per the clause 7 of the NIT

Data to be furnished by Bidder on-line:

i. Confirmation in the form of **Agree/Disagree** for accepting user portal agreement
ii. Confirmation in the form of **Yes/No** for each GTE item

Technical evaluation by the System:

System will capture data in the **Agree/Disagree** OR **YES/NO** format from the bidder and will decide the eligibility for (i) & (ii) above.
For (iii), the confirmatory documents will be downloaded and evaluated. The outcome is to be uploaded on line in Confirmatory Document page.

6. Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT) during online bid submission:

Digitally signed scanned copy of the following documents tabulated below must be uploaded by all bidders during online submission of the bid under Cover-I (Part-I).

SlNo	Eligibility Criteria	Information to be furnished by bidder on line	Digitally signed Scanned copy of documents, to be uploaded in support of information/ declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document
1	Earnest Money Deposit (Ref. Clause No. 3 of NIT)	-	Bidder will have to upload the document regarding UTR number before submission of bid
2	Legal Status of the bidder	Confirmation in the form of Yes/NO for possessing the supporting documents	Any one of the following document: 1. Affidavit or any other document to prove proprietorship/Individual status of the bidder 2. Partnership deed containing name of partners 3. Memorandum & Article of Association with certificate of incorporation containing name of bidder.
3	Letter of bid	Confirmation in the form of Yes/NO	Letter of bid on bidder's letter head as per Performa given at **Annexure-A** of the bid document.
4	FLEET REQUIREMENT (Ref. Clause No. 6 C of NIT)	Confirmation in the form of Yes/NO.	An affidavit confirming acceptance to deploy matching equipment/tippers/pay loaders etc. as per NIT requirement either owned or hired in the Performa given in the bid document at **Annexure-B**.

Sl No	Eligibility Criteria	Information to be furnished by bidder on line	Digitally signed Scanned copy of documents, to be uploaded in support of information/ declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document
5	Undertaking for commitment, genuineness of the information furnished and authenticity of documents uploaded during bidding process.	Confirmation in the form of Yes/NO.	An undertaking regarding genuineness of the information furnished by him on-line and authenticity of the scanned copy of documents uploaded by him on-line in support of his eligibility, as per the format provided in **Annexure-C**
6	Valid Digital Signature Certificate	Confirmation in the form of Yes/NO for possessing the supporting documents	If the bidder himself is the DSC holder bidding on-line then no document is required. However, if the DSC holder is bidding online on behalf of the bidder then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder
7	Mandate Form for Electronic Fund Transfer.	-	E- Mandate form duly filled in as per Performa of **Annexure-D**be uploaded under Cover-I
8	THE WORK EXPERIENCE: (Ref. Clause No. 6 A of NIT)	1. Start date of the year for which work experience of bidder is to be considered for eligibility. 2. Start & end date of each qualifying experience (similar nature) 3. Work Order/Agreement Number of each experience 4. Work Order Issuing authority of each experience 5. % share of experience (100% in case proprietor or a partner in a partnership firm or the actual % of share in case of a Joint Venture/Consortium). 6. Executed Value of work against each experience	Satisfactory Work Completion/ Executed Certificate (includes completed / ongoing works) issued by the employer against the Experience of similar work containing all the information as sought on-line with all relevant Work order(s). **BOQ and/or TDS may be sought during clarification or along with deficient documents.**
9	Valid SOR registration certificate	Confirmation in the form of Yes/NO.	Valid SOR registration certificate of bidder with BCCL for undertaking the work of coal and sand transportation including allied work on Discount Bid system
10	Valid Permanent Account Number (PAN) (Ref. Clause No. 6 D of NIT)	Confirmation in the form of Yes/NO for possessing the supporting documents	PAN card issued by Income Tax department, Govt. of India
11	Certificate of registration issued by provident fund authorities (Ref. Clause No. 6 E of NIT)	Confirmation in the form of Yes/NO for possessing the supporting documents	Certificate of registration issued by provident fund authorities in favor of bidder

Sl No	Eligibility Criteria	Information to be furnished by bidder on line	Digitally signed Scanned copy of documents, to be uploaded in support of information/ declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document
12	**Goods and Service Tax (Not Applicable for Exempted Goods/Services)** The bidder should be either GST Registered Bidder/Dealer **OR** GST unregistered Bidder/Dealer	Confirmation in the form of Yes/No regarding possessing of required document as enlisted in NIT with respect to GST status of the bidder.	The following documents depending upon the status w.r.to GST as declared by Bidder in the BOQ sheet: a) Status: GST registered Bidder (but not under Composition Scheme): Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India. b) Status: GST unregistered bidder: Document: A Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder in compliance with the relevant GST rules of. India.
13	Integrity Pact	Confirmation in the form of Yes/NO towards acceptance of Integrity Pact as per format given in **Annexure-H**.	Digitally signed scanned copy of Integrity Pact as per format given in **Annexure-H**
14	Any other document to support the qualification information as submitted by bidder on-line.		

Note:

1. Only one file in .pdf format can be uploaded against each eligibility criteria. Any additional/ other relevant documents to support the information/declaration furnished by bidder online against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria.
2. Technical evaluation by the System :
   The confirmatory documents will be downloaded and evaluated. The outcome is to be uploaded on line in Confirmatory Document page.

8 SUBMISSION OF BID:

8.1 All the bids are to be submitted online in the e-procurement portal of CIL ***https://coalindiatenders.nic.in*** No bid shall be accepted off-line.

8.2 In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal of CIL https://coalindiatenders.nic.in with valid Digital Signature Certificate (DSC) of minimum class-II type (with signing & encryption certificate) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India which can be traced up to the chain of trust to the root certificate of CCA.

The online Registration of the Bidders on the portal will be free of cost and one-time activity only.

The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person.

8.3 The bidder shall refer the home page of e-tending portal of CIL ***https://coalindiatenders.nic.in***for on line registration and online bidding and may further seek assistance from the help desk team (details are available in the portal).

8.4 The bidder shall refer Bidder Manual Kit/Help For Contractors/Information about DSC/FAQ and other sections in home page of e-tending portal of CIL ***https://coalindiatenders.nic.in.***

8.5 The bidders will have to accept unconditionally the online User Portal Agreement which contains the acceptance of all the Terms and Conditions of NIT including General and Special Terms & Conditions, Integrity Pact and other conditions, if any, along with online undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder online in order to become an eligible bidder. No conditional bid shall be allowed/accepted. This User Portal Agreement will be a part of NIT/Contract Document.

8.6 If any information/declaration furnished online by the bidder against eligibility criteria is found to be wrong at any stage which changes the eligibility status of the bidder penal action as mentioned in Annexure-C will be applicable.

8.7 Bidder will have to submit EMD as per clause no 3 of NIT.

8.8 The qualification in bid will also be subject to the receipt and acceptance of EMD within schedule date and time as mentioned in the NIT. BCCL shall not be responsible for any delay in receipt of EMD.

8.9 The information will be provided by the bidder by filling up relevant data through a form in an objective and structured manner. The software will use the information provided by the bidders to evaluate the technical bid automatically.

8.10 If the bidder himself is the DSC holder bidding on-line then no document is required. However, if the DSC holder is bidding online on behalf of the bidder then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder.

8.11 For online submission of tender the bidders will have to upload "Letter of Bid", all the confirmatory documents as prescribed in the NIT and Technical Parameter Sheet (TPS) (if applicable) in Cover-I and only "Price-bid" in Cover-II.

i) **Letter of Bid:** The format of Letter of Bid (as given in the **Annexure-A of Tender Document**) will be downloaded by the bidder and will be printed on Bidder's letter head and the scanned copy of the same will be uploaded during bid submission in cover-I. This will be the covering letter of the bidder for his submitted bid. The content of the "Letter of Bid" uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information.

The Letter of bid will be digitally signed by DSC holder submitting bid online and it does not require any physical signature. However, if the Letter of Bid (LoB) bears the physical signature in addition to the digital signature of DSC holder, it will be accepted without questioning the identity of person signing the Letter of Bid.

ii) **Technical Parameter Sheet (TPS) (If applicable):** The Technical Parameter Sheet containing the technical specification parameters for the tendered work/service will be in Excel format (password protected). This will be downloaded by the bidder and he will furnish all the required information on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission in General Technical Evaluation (GTE). The Technical Parameter Sheet which is incomplete and not submitted as per instruction given above will be rejected.

iii) **Confirmatory Documents:** All the confirmatory documents as enlisted in the NIT in support of online information submitted by the bidder are to be uploaded in cover-I by the bidder while submitting his/her bid.

iv) **Price bid:** The Price bid containing the Bill of Quantity will be in .xls format (password protected). This will be downloaded by the bidder and he will have to quote the discount for all items on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission in Cover-II. The bidder must offer discount on the total amount indicated in price bid during online submission of the bidand the L-1 will be decided on overall quoted value(i.e. Cost to company).The Price-bids of the tenderers will have no condition. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected. Offer having no discount will not be accepted.

8.12 If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded by the department with NIT document, then the bid will be rejected. However inclusion of any additional redundant information by the Bidder in the submitted Letter of Bid (LOB), which does not contradict the content and spirit of original format of LOB uploaded by department will not be a cause of rejection of his/her bid.

8.13 It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-tender portal. Under any circumstances, BCCL shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.

9. OPENING OF BID AND EVALUATION OF TENDER:

A. OPENING OF BID

i) Tender [**Cover-I** (Technical Bid) and **Cover-II** (Price Bid)] will be decrypted and opened online on the prescheduled date and after the prescheduled time of tender opening. After opening of bid the system will show the lowest rate quoted by bidder (L1).

ii) The e-Procurement System will evaluate the Technical bids automatically on the basis of relevant data provided by bidder through a form in an objective and structured manner while submitting bid. If the parameter given by bidder in objective and structured manner does not confirm to required eligibility criteria as specified in the tender document then the bid will be automatically rejected by the system. The system will automatically upload the technical opening summary and technical evaluation summary.

iii) Acceptance of Bidder in a general form of online declaration will be recognized and accepted as the certification regarding authenticity of all the information and documents furnished by them online and acceptance of all terms and conditions of the bid document, since such acceptance by Bidder with Digital Signature Certificate is legally tenable.

iv) H1 bid will be eliminated during price bid opening, if more than three techno-commercially acceptable bids are available as per the evaluation done by the system and such bidder will not be allowed to participate in reverse auction. If two or three bidders have quoted same H1 land cost (i.e. Cost to Company), the bidder(s) who submitted/ frozen the bid later, shall be rejected and will not be allowed to participate in reverse auction.

v) **REVERSE AUCTION PROCESS:**

(Reverse Auction in Discount Bidding tender shall be applicable for the estimated cost of Rs. 1 crore and above.)

1. Reverse Auctionwill be initiated after openingof price bids.
2. There will be no participation fees for e-Reverse auction.
3. Upon opening of the price bids, a reverse auction platform will be created, displaying only the L1 price received. No indication will be available in the portal to anybody regarding number of bids and names of the bidders.
4. System displays L1 cost to company price automatically in auction creation form and allows TIA to edit the value as 'start bid' price. For the time being L1 Price or [**approved estimated/justified price excluding GST (only estimated price in case of mining tenders)+ applicable GST including GST Compensation Cess, if any, taking into consideration Input tax credit, if applicable] + 10%** whichever is lower will be the start bid price for tenders for works and services. The estimated price should be based on SOR (Schedule of Rates) and market analysed rates in case of items/services for which SOR is not available. Wherever SOR is not available, preparation of SOR should be made in a scientific manner based on proper justification on priority. **If the L-1 price is higher than the Start Bid Price (**as above) **and the RAP is not triggered within the scheduled time, the cases will be retendered.**
5. The L1 price / start bid price is cost to the company price on which the auction will be initiated. On completion of reverse auction, the L1 bidder has to submit break up of prices conforming to the lowest landed rate quoted by him in the reverse auction.
6. Once reverse auction gets over all the bidder(s) who have participated in the reverse auction have to upload the Breakup of cost to company Prices in the confirmatory documents. The detailed Break-up of offered cost to company price, uploaded by the bidder shall be considered and order, if placed, shall be with the same break-up of prices. The bidder(s) after reverse auction will be responsible to ensure that the cost to company rate as per the breakup of prices provided by him after the reverse auction and the cost to company rate offered by him in the reverse auction is exactly same. The bidder will not be allowed to

increase the rate of any itemwhile submitting the break up. While giving the break up, the bidder will have to consider same rate of taxes and duties as quoted while submitting the e price bid. In case the bidder(s) fail(s) to submit the break-up of cost to company price within stipulated period or the break up given by bidder does not match with total offered price, the Company will be at liberty to place order by proportionately reducing item rates on basis of the breakup of the e-price bid submitted by the bidder along with the initial offer and the same will be binding on the bidder. The reverse auction will be conducted on the composite cost to company price.

7. The decrement value will be 0.5 % of the start bid price with minimum of Rs.1/-, as the system does not have a provision of taking amounts less than Rs.1/- as decrement value. The reduction shall have to be made as per decrement value or in multiple thereof. The maximum seal Percentage in one go will be fixed as 2% of Start bid price / last quoted price during reverse auction, whichever is lower.
   In order to have ease of submission of reverse auction bid by the bidders, it is suggested that decrement value may be rounded off to nearest value as under:
   For decrement values up to Rs.10/-, rounding off may be made to nearest rupee.
   For decrement values from Rs.11/- to Rs.100/-, rounding off may be made to nearest 10.
   For decrement value from Rs.101/- to Rs.1,000/-, rounding off may be made to nearest 100.
   For decrement value from Rs.1,001/- to Rs.10,000/-, rounding off may be made to nearest 1000. and so on .....
8. Initial period of reverse auction will be two hours. There will be auto extensions of time every time by ten minutes in case of any reduction recorded in the last ten minutes. The reverse auction will come to a close only when there is no further reduction recorded in the last ten minutes slot.
9. System protects bid and bidder information till auction gets over and displays current L1 price to the bidder in auction hall.
10. System provides bidder details along with bid documents at the end of reverse auction process.
11. The log details of the entire reverse auction process will be generated by the system once the process of reverse auction is completed.
12. If a bidder does not submit his bid in the Reverse Auction, the price quoted by him in the price bid shall be considered as the valid price of that bidder. The status of the bidder (L1, L2 etc) shall be evaluated considering either the bid price submitted in Reverse auction or the Price quoted in the price bid, whichever is lower.
13. Deleted.
14. The bid history shall reflect only the landed price. The landed price shall also not be same for two bidders even if any bidder makes such an attempt.
15. Only the chronologically last bid submitted by the bidder till the end of the auction shall be considered as the valid price bid of that bidder. Any bid submitted earlier by the bidder prior to submission of his last bid will not be considered as the valid price bid.
16. Server time shall be the basis of Start time & Closing time for bidding and shall be binding for all. This would be visible to all concerned.
17. On expiry of the closing of the auction, the bid history showing all the last valid bids offered along with name of the bidders shall be published. All bidders shall have the facility to see and get a print of the same for their record.
18. All electronic bids submitted during the reverse auction process shall be legally binding on the bidder. The chronologically last bid submitted by the bidder till the end of the auction will be considered as the valid price bid offered by that bidder and acceptance of the same by BCCL will form a binding contract between BCCL and the bidder for entering into a contract.
19. Conditional discounts shall not be considered. If a bidder offers a discount unilaterally after submission of bid, the discount shall not be considered for evaluation of offers but shall be availed if order is placed on such tenderer.
20. If the lowest price received during reverse auction is unreasonable or it is unacceptable on ground of being too high or too low compared with estimated price, the management reserves right to seek justification of the price from lowest bidder. If the price is not considered reasonable, management may not accept such bid and go for another tender process.
21. In case of disruption of service at the service provider's end while the RAP is online, due to any technical snag or otherwise attributable to the system failure at the server end, the RAP process will start all over again. In such a situation, the last recorded lowest price of prematurely ended RAP, will be the 'Start Bid' price for the restarted RAP. The prices quoted in the prematurelyended RAP will be binding on all the bidders for consideration, if the restarted RAP does not trigger within the stipulated time.

Disruption and restarting of RAP shall be intimated to all the bidders through system/SMS/e-mail through e procurement portal. All the time stipulations of normal RAP will be applicable to the restarted RAP.

10. Tender Status:

It will be the bidder's responsibility to check the status of their Bid online regularly, after the opening of bid till award of contract. Additionally, information shall also be sent by system generated e-mail and SMS at nodal points (Date of bid opening, Requisition for Clarification on Confirmatory document from L-1 bidder, award of work etc.). No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of Confirmatory documents within prescribed time. The Tender Status will be in public domain and anyone visiting the site can view it by identifying the tender.

11. BidValidity:

The validity of bids shall be not less than **120 (one hundred twenty)** days from the final end date of submission of bid considering all extensions, if there.

12. Modification and Withdrawal of Bid:

1 Modification of the submitted bid shall be allowed online only before the deadline of submission of tender and the bidder may modify and resubmit the bid online as much time as he/she may wish.

2 Bidders may withdraw their bid online within the end date of bid submission and their EMD will be refunded. However, if the bidder once withdraws his bid, he will not be able to resubmit the bid in that particular tender.

3 For withdrawal of bid after the end date of bid submission, the bidder will have to make a request in writing to the Tender Inviting Authority. Withdrawal of bid may be allowed till issue of work order/LOA with the following provisions of penal action:

(a) The EMD will be forfeited

And

(b) The bidder will be debarred for one (01) year from participating in tenders in BCCL.

The price bid of all eligible bidders including this bidder will be opened and action will follow as under:

(i) If the bidder withdrawing his bid is other than L1, the tender process shall go on.

(ii) If the bidder withdrawing his bid is L1, then re-tendering will be done

In case of above, a letter will be issued to the bidder stating that the EMD of bidder is forfeited, and this bidder is debarred for one (01) year from participating in tenders in BCCL. Penal action against clauses above will be enforced from the date of issue of such order.

4 The standard operating procedure to handle withdrawal of bid after end date of submission shall be as follows:

I. The Mode of Withdrawal:

A. Online Withdrawal of Bids:

a. The system of online withdrawal is available on the portal up to end date of bid submission, where any bidder can withdraw his/her bid which will attract no penal action from department side.

b. The system of online withdrawal beyond end date of bid submission and till award of contract is also available but not fully functional and under development stage. Once it is developed and implemented only online withdrawal shall be considered except for some exceptional cases as mentioned in clause below.

B. Offline Withdrawal of Bids:

a. A partner of bidder (in case of JV/Consortium and partnership firms) whose DSC is registered on the e-Procurement portal can access the portal for online withdrawal but when there is a split in the business relationship, the partners whose DSC is not registered on the portal do not have the option of online withdrawal of bid. Hence such partners may opt to use offline method of withdrawal of his/her offer (or express his disassociation from the bidder organization).

b. Till a fully functional system of online withdrawal of bid (beyond end date of bid submission and till award of contract) is not developed and implemented, offline withdrawal shall also be considered.

5. Acceptance of withdrawal:The Company will decide**:**

a. Whether the request for withdrawal of offer has been received from right source and authentic. For this purpose, a letter is to be sent by registered post/speed post to the bidder on the address as given by him in the enrollment page of e-Procurement portal, allowing 10 days' time to confirm the withdrawal. If the bidder does not confirm the withdrawal within the stipulated period, then it should be construed that there is no withdrawal of bid. In case the withdrawal/disassociation from the firm (Joint Venture/Consortium or Partnership firm) has been submitted by any other partner then also the confirmation has to be sought from the bidder and if bidder wants to deny the withdrawal/disassociation from the JV/Consortium or the partnership firm then the bidder shall be required to furnish a legally acceptable document signed by all the partners of the firm to substantiate his claim.

b. Whether the withdrawal is due to the reason other than to support any mala fide intention of any participating bidder such as participating or supporting a cartel formation etc.

c. If the mala fide intentions in the withdrawal are apprehended then the tender should be cancelled apart from other penal action as specified in 3(a) & (b) above.

d. If no mala fide intentions in the withdrawal are apprehended then the penal action as specified in 3(a) & (b) above shall be taken.

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

14. This Tender Notice shall be deemed to be part of the Contract Agreement.

15. The Company does not bind itself to accept the lowest bid and reserves the right to reject any or all the bid without assigning any reasons whatsoever and to split up the work between two or more tenderers or accept the tender in part and not in its entirety, at its sole discretion.

16. Any corrigendum/date extension etc. in respect of this tender shall be issued on our website https://coalindiatenders.nic.in only. No separate notification shall be issued in the press. Bidders are therefore requested to visit said portal regularly to keep them updated.

In exceptional situations in case of any disruption of service in e-Procurement portal infrastructure or EMD payment infrastructure, for a considerable period, an extension of end date of Bid submission for a period of 1-3 working days may be done after normal resumption of services. Bid opening date will correspondingly be extended. This extension shall be effected by Application Administrator or by the Portal Service Provider for all the tenders which are affected or likely to be affected due to such disruption of services/infrastructure.

Such corrigendum/date extension etc. in respect of this tender, if issued, will become the part of Tender Document.

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

18. The tenderer shall have to ensure implementation of CMPF/EPF, as applicable, in respect of the workers deployed by him.

19. Matters relating to any dispute or difference arising out of this tender and subsequent contract awarded based on this tender shall be subject to the jurisdiction of District Court, Dhanbad.

20. <u>Integrity Pact (Not applicable to this tender):</u>

21 Service Provider: Service Provider for this tender will be NIC.

Help Line at NIC: 1800 3070 2232
Mob: +91-7878007972 / +91-7878007973,
E-mail id: support.tender@nic.in

Help Desk at BCCL (On working days at working hours)
Level – VI, Koyla Bhawan, Koyla Nagar,
BCCL, Dhanbad-826005
Contact Person: **Mr. Tanmay Ball**
Mobile No : 07004812482/07866002586
E-mail id: bcclcmceprocurement@gmail.com

The bidder shall refer Bidder Manual Kit/Help for Contractors/ Information about DSC/FAQ and other sections in home page of e-tending portal of CIL ***https://coalindiatenders.nic.in***

OUR AIM – QUALITY COAL TO CONSUMERS

Addl. General Manager
Block II Area

CC:
1. GM CMC BCCL.

PREAMBLE & GENERAL INFORMATION

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

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

3.0. **The prevailing Schedule of Rate is SOR 2015-17 and will be** revised only for variation in contractor worker's wage approved by CIL and diesel escalation/ de-escalation**.** Escalation/ de-escalation shall be payable / recoverable from the date of such change only in case of variation of price of diesel & wage of contractor worker. However, the escalation for the quantities executed will be paid after one month, i.e. in the bills of next month. However If the contract is to be extended beyond the stipulated period for completion of the work due to fault on the part of the contractor, escalation on price should not be allowed further.(Refer clause no.37 and its sub clauses of Special Terms & Conditions)

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

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

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

AND

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

AND

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

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

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

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

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

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

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

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

9.0. Compensatory Constraint Allowance (CCA):

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

i) In operation manned railway level crossing causing substantial detention of the tipping trucks/ trucks.

ii) Crowded bazars/ localities affecting the number of trips

iii) Excessive detention at loading & unloading points.

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

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

10.0. Lead (Distance) Measurement:

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

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

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

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

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

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

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

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

12.0 All duties, taxes (excluding Goods and Services Tax (GST) & GST Compensation Cess (if applicable) only) and other levies payable by the bidder/Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. Applicable GST either payable by bidder or by company under reverse change mechanism shall be computed by system in BOQ sheet as per predefined logic.

All investments, operating expenses, incidentals, overheads, leads, lifts, carriages etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.

However, such duties, taxes, levies etc. which is notified after the last date of submission of Bid and/or any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.

Similarly if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor.

13.0. Registration for SOR Contractors

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

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

AWARD PROCEDURE

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

2. The Discount Bid Notice will be available at the e-procurement portal of CIL https://coalindiatenders.nic.inThe valid SOR registered contractors shall visit the e-procurement portal of CILhttps://coalindiatenders.nic.in regularly for any information. No hard copy of Discount Bid Notice/separate information will be sent to individual SOR registered contractors.

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

4. Work to be distributed amongst the bidder in case more than one bidder is interested to do the job and have quoted same lowest rates. This will applicable only for discount bid tenders without Reverse Auction.

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

6. The bidder is required to give an undertaking in the form of an affidavit in the prescribed format given at **Annexure-B** of tender document to deploy matching equipment/tippers/Pay loaders/Excavator etc. as per requirement of Discount Bid Notice either owned or hired.

7. Failure of the successful bidder to submit Performance security/ Initial security deposit within specified time as per the provision of **Clause No. 4.2.2** of General Terms and Conditions of SOR document, signs the Agreement, or does not start the work within stipulated time shall constitute sufficient ground for following penal action:
    1. Cancellation of the award of work.
    2. Cancellation of SOR registration of the contractor.
    3. Debar such defaulting contractor from participating in any future tender in BCCL for a minimum period of 12 (Twelve) months.
    4. Forfeiture of EMD

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

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

9. If any SOR registered contractor is blacklisted/debarred by BCCL his bid will be cancelled.

INSTRUCTIONS TO BIDDERS

1. SCOPE OF BIDDER

1.1 The **Bharat Coking Coal Limited** (referred to as Employer in these documents) invites bids for the works as mentioned in the Bid Notice. The Bidders should submit Bids for all the works mentioned in the Notice.

1.2 The successful Bidder will be expected to complete the Work(s) by the Intended Completion period specified in the Bid document/Notice.

2. ELIGIBLE BIDDERS

2.1 The invitation for bid is open to all eligible valid SOR registered contractors of BCCL (registered under the category of transportation of coal and sand) having eligibility to participate as per eligibility criteria stipulated in **clause No. 6** of NIT and having Digital Signature Certificate (DSC) of minimum class-II type (with signing & encryption certificate) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA.

2.2 The bidders, who have valid registration as a SOR contractor in BCCL for Coal & Sand Transportation works and fulfilling the above criteria, can participate in the tender after getting them registered in the portal **https://coalindiatenders.nic.in**. The SOR registration of the bidder must be valid throughout the tendering process till the award of work and subsequently should remain valid throughout the contract period.

2.3 The bidders must accept unconditionally the **User Portal Agreement** on-line which contains the acceptance of all terms and conditions of the NIT including General and Special terms and conditions and other conditions of SOR along with online undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the bidder online in order to become an eligible bidder.This will be a part of agreement and No conditional tender bid shall be accepted.

3. QUALIFICATION OF THE BIDDER

3.1 In the event that pre-qualification of potential bidders has been undertaken, only bids from pre-qualified bidders will be considered for award of contract.

3.2 If the employer has not undertaken pre-qualification of potential bidders, all bidders shall fulfill the eligibility / qualifying criteria as detailed at **clause 3, 6 & 7** of e-tender Notice. Such details shall be submitted as deliberated at e-tender Notice.

3.3 If the bidder is subsidiary of a company, the experience and resources of the holding company or its other subsidiaries will not be taken into account. However, if the bidder is a holding company, the experience and resources of its wholly owned subsidiaries will be taken into consideration.

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

a. made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements;

Note: The documents to be furnished by the bidder to prove that he is satisfying the qualification criteria laid down should all be in the bidders name except in cases where though the name has changed, owners continued to remain the same and in cases of amalgamation of entities and when a holding company relies on credential of its wholly owned subsidiary.

4. ONE BID PER BIDDER

4.1 Each Bidder shall submit only one Bid, either individually, or as a partner in a partnership firm or a partnerina Joint Venture /Consortium or a Public Ltd./Private Ltd. company. A Bidder who submits orparticipates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted orrequested) will cause all the proposals with the Bidder's participation to be disqualified.

5. COST OF BIDDING

6.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.

6. SITE VISIT

6.1 The Bidder, at the Bidder's own responsibility, cost and risk, is encouraged to visit and examine the Site of Works and its surroundings, go through the mine plans / drawings / bore hole details connected to the work, if / as available and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

6.2 It shall be deemed that the Bidder has visited the site/Area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he actually visits the site/Area or not and has taken all the factors into account while quoting his rates.

6.3 It shall be deemed that the Bidder has got himself acquainted with the mining conditions (such as pumping, dewatering, firefighting etc.) and geological details available for the proposed work site.

7. CONTENT OF BIDDING DOCUMENTS

7.1 The set of bidding documents comprises the documents listed in below

i. e-Tender Notice,
ii. PREAMBLE & GENERAL INFORMATION, AWARD PROCEDURE, INSTRUCTIONS TO BIDDERS,
iii. Conditions of Contract (General Terms & Conditions, Special Terms and Conditions etc.),
iv. Various Annexures, Forms of Securities, Affidavits, form of Article of Agreement etc,
v. Bill of Quantities,
vi. Integrity Pact
vii. e-Tender User Portal Agreement.
viii. Corrigendum, if any.

8. CLARIFICATION OF BIDDING DOCUMENTS

8.1 Prospective bidder requiring any interpretation or clarification of bidding document may seek clarification online within the specified period as per NIT or during pre-bid meeting (if any). The identity of the bidder will not be disclosed by the system. The department will clarify as far as possible only the relevant queries of bidders within specified period as per NIT. The clarifications given by department will be visible to all the bidders intending to participate in that tender.

9. AMENDMENT OF BIDDING DOCUMENTS

This provision will not be applicable for Transport works.

10. LANGUAGE OF BID

10.1 All documents relating to the Bid shall be in the English language.

11. BID PRICES

11.1 The bidder shall closely study specification in detail and scope of work which govern the rates for which he is quoting. The Bidders shall offer for the whole Works as described in Sub-Clause 1.1, based on the Bill of Quantities. Based on priced bill of quantities submitted by the Bidder, the Employer reserves the right to allot whole or part of the work at their discretion and no claims, whatsoever, shall be entertained in this regard.

11.2 The price bid containing the bill of quantity will be excel format and will be downloaded by the bidder andthe bidder must offer discount on the total amount indicated in price bid during online submission of the bid on this excel file as detailed at **8.11 (iv)** e-tender notice.

11.3 All duties, taxes (excluding Goods and Services Tax (GST) & GST Compensation Cess (if applicable) only) and other levies payable by the bidder/Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. Applicable GST either payable by bidder or by company under reverse change mechanism shall be computed by system in BOQ sheet as per predefined logic.

All investments, operating expenses, incidentals, overheads, leads, lifts, carriages etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.

However, such duties, taxes, levies etc. which is notified after the last date of submission of Bid and/or any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.

Similarly if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor.

11.4 The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess, if applicable. The payment of GST and GST Compensation Cess by service availer (i.e. CIL/Subsidiary) to bidder/contractor(if GST payable by bidder/contractor) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made thereunder and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of bidder/contractor.

However, in case contractor is GST unregistered bidder/dealer in compliance with GST rules, the bidder/dealer shall not charge any GST and/or GST Compensation Cess on bill/invoice. In such case, applicable GST will be deposited by CIL/Subsidiary directly to concerned authorities. Input tax credit is to be availed by CIL/Subsidiary as per rule.

If CIL/Subsidiary fails to claim Input Tax Credit(ITC) on eligible Inputs, input services and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier/vendor of goods and services in incorporating the tax invoice issued to CIL/Subsidiary in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State) Cess shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes &cess paid based on such Tax invoice shall be recovered from the current bills or any other dues of the supplier/vendor along with interest, if any.

11.5 The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document.

12. CURRENCIES OF BID AND PAYMENT

12.1The unit rates and prices shall be quoted by the Bidder entirely in Indian Rupees.

13. BID VALIDITY

13.1 The validity of bids shall be not less than 120 (one hundred twenty) days from the final end date of submission of bid considering all extensions, if there.

13.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidder(s) extend the period of validity for a specified additional period. The request and the bidder's response shall be in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid for the period of extension.

14. BID SECURITY/EARNEST MONEY DEPOSIT

14.1 The bidder shall furnish, as part of his bid, a Bid Security/Earnest Money of the amount as shown in e-tender notice and in the form as deliberated at Clause 3 of e-tender notice.

14.2. Any Bid not accompanied by an acceptable Bid Security/EMD shall be rejected by the employer as nonresponsive.

14.3 The EMD of rejected bidders will be refunded at any stage directly to the account from where it had been received (except the cases where EMD is to be forfeited).

14.4The Bid Security / EMD of successful bidder may be retained and adjusted with performance security / security deposit at bidder's option.

14.5 The Bid Security/Earnest Money may be forfeited:

a. if the Bidder withdraws the Bid after the end date of Bid submission during the period of Bid validity / extended validity with mutual consent; or

b. in the case of a successful Bidder, if the Bidder fails within the specified time limit to:

i. Sign the Agreement; **or**

ii. Furnish the required Performance Security/ Security Deposit; **or**

iii. If the L-1 bidder does not accept the rate quoted by him in Reverse Auction or he fails to comply the provisions of clause 9(iv)6 of NIT.

Additionally, the company reserves the right to debar such defaulting contractor from participating in future bids for a minimum period of 12(twelve) months.

14.6 The Bid Security/ EMD deposited with the Employer will not carry any interest.

14.7 No claim from the bidders will be entertained for non-receipt of the refund in any account other than the one from where the money is received.

14.8 If the refund of EMD is not received by the bidder in the account from which the EMD has been made due to any technical reason, then it will be paid through conventional system of e-payment. For this purpose, bidder should submit E-Mandate form as per Clause no.7 during bid submission.

14.9 In case the tender is cancelled then EMD of all the participating bidders will be refunded unless it is forfeited by the department.

14.10 If the bidder withdraws his/her bid online (i.e. before the end date of submission of tender) then his/her EMD will be refunded automatically after the opening of tender.

15. DEADLINE FOR SUBMISSION OF BIDS

15.1 Bids shall be submitted on line on the e-tendering portal of Coal India Limited https://coalindiatenders.nic.in within the date and time specified in the e-tender notice.

15.2 The employer may extend the deadline for submission of bids by issuing a corrigendum in accordance with provisions of e-tender notice/ITB, in which case all rights and obligations of the employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

16. SIGNING AND SUBMISSION OF BID

16.1 The contractors bid will be digitally signed by DSC holder submitting bid online and it does not require any physical signature. However, if the Contractor's bid bears the physical signature in addition to the digital signature of DSC holder, it will be accepted without questioning the identity of person singing the bid.

16.2 If the bidder himself is the DSC holder bidding on-line then no document is required. However, if the DSC holder is bidding online on behalf of the bidder then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder is required.

16.3 Submission of bid shall be as detailed at **clause 7 & 8** of e-tender notice.

17. MODIFICATION AND WITHDRAWAL OF BIDS

Modification and withdrawal of bid shall be guided by clause 12 of e-Tender Notice under the heading **"Modification and Withdrawal of Bid"**.

18. BID OPENING

18.1 All bids are to be submitted on line only on the e-tendering portal of CIL https://coalindiatenders.nic.in

18.2 After successful submission of bid the Employer will open the bid as specified under **clause 9 of e-tender notice**.

19. CLARIFICATION OF BIDS

19.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at the Employer's discretion, ask any Bidder for online clarification of the Bidder's Bid (uploaded document), including breakdowns of unit rates. The request for clarification on bidder's bid shall be online. The bidder shall upload digitally signed scanned copy of required document/response within the date specified online. No further extension for submission shall be allowed.

The bidder will get clarification notice on their personalized dash board under '**upload confirmatory document**' link. Additionally information shall also be sent by system generated email and SMS, but it will be bidders responsibility to check the updated status/information on their personalized dash board at least once daily after opening of part-I. No separate communication will be required in this regard. Non receipt of email or SMS will not be accepted as reason for non-submission of clarification documents within prescribed time.

19.2 No document uploaded / presented by the bidder after closing date and time of submission of Bid will be considered unless otherwise called for during scrutiny /evaluation and shall be against online request only.

20 EVALUATION AND COMPARISON OF BIDS(Tender/Tender Cum Auction Evaluation)

20.1 Evaluation and comparison of Bids will be done by System on-line. The bidder shall also comply with system requirement as explained wherever in e-tender notice/tender document.

Bid evaluation shall be done after taking into consideration overall quoted price by the bidder and effect of Goods and Services Tax (GST), GST Compensation Cess etc. as applicable. L1 will be decided on the basis of cost to company.

20.2 If the Bid of the successful Bidder is seriously unbalanced in relation to the Company's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the methods and schedule proposed.

If the L-1 bidder offers suo-moto rebate on his quoted rates after Reverse Auction, it will be acceptable.

After evaluation of the price analysis, the company may require that the amount of the performance security/security deposit is increased at the expense of the successful bidder to a level sufficient to protect the company against financial loss in the event of default on the part of the successful bidder under the contract.

Such additional performance security shall be applicable if the bid price is below 15% of the estimated cost put to tender. The amount of such additional performance security shall be the difference between 85% of the estimated cost put to tender and quoted price.

Such additional performance security shall be furnished by bidder along with normal performance security. Failure to submit such additional performance security may result into termination of the contract.

20.3 After opening of Price-bid (after finishing reverse auction in case of tender cum auction), the documents submitted by L-1 bidder in cover I as enlisted in the NIT will be downloaded. The uploaded documents against information/ declarations furnished by the L1 bidder online will be examined as per relevant clauses. If it confirms to all of the information/ declarations furnished by the bidder online and does not change the eligibility status of the bidder, then the bidder will be considered eligible for award of Contract.

20.4 In case there is some deficiency in uploaded documents by L1 bidder then the same will be specified online indicating the omissions / shortcomings in the uploaded documents and indicating start date and end date allowing ten (10x24 hrs) days' time for online re-submission by L1 bidder. The L1 bidder will get this information on their personalized dash board under **"Upload Confirmatory Document"** link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder's responsibility to check the updated status/information on their personalized dash board regularly after opening of bid. No separate communication will be required in this regard. Non-receipt of email and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder will upload the scanned copy of all those specified documents in support of the information/declarations furnished by them online within the specified period of 10 (ten) days. If L1 bidder fails to submit the specified document/s in 10 (ten) days, 10 (ten) more days (10x24hrs) of time may be given clearly indicating omissions / shortcomings in the uploaded documents and indicating start date and end date for re-submissions of such document/s.

20.5 The tender will be evaluated on the basis of documents uploaded by L1 bidder online. The L1 bidder is not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.

20.6 In case the L1 bidder submits requisite documents online as per NIT and fulfills NIT requirement, then the bidder will be considered eligible for award of work/contract.

20.7 In case the L1 bidder fails to submit requisite documents online as per NIT or if any of the information/declaration furnished by L1 bidder online is found to be wrong during evaluation of scanned documents uploaded by bidder, which changes the eligibility status of the bidder, then his bid shall be rejected and EMD of L1 bidder will be forfeited.

20.8 In case the L1 bidder is technically eligible but rejection is due to high rate quoted by him/her then the tender shall be cancelled and retendered.

20.9 In case the L1 bidder is rejected due to noncompliance of confirmatory documents then the L-2 bidder will become L-1 bidder and confirmatory documents of this bidder shall be evaluated and the process shall be followed as mentioned in clause no. 20.3 to 20.7 above.

20.10 The process as mentioned at clause 20.9 above shall be repeated till the work is either awarded or all the eligible bidders are exhausted.

20.11 In case none of the bidder complies the technical requirement, then re-tender will be done.

20.12 It is responsibility of Bidders to upload legible/ clearly readable scanned copy of all the required documents as mentioned above.

20.13 If the techno-commercial acceptability of L-1 bidder is established upon verification of uploaded documents and short fall documents if any, the case shall be considered. If the L-1 bidder happens to be defaulter upon verification, the documents of the next lowest bidder shall be downloaded for evaluation and short fall documents shall be obtained if required. This process continues sequentially till techno-commercially acceptable L-1 is established.

20.14 The following penalty shall be imposed on the defaulting bidders:

Sl.No	Situation	Penal Provisions
(i)	L-1 bidder is a defaulter	100% of EMD is forfeited.

Note:1. The zone of applicability of above penal provisions shall be subsidiary specific.
2. The penal provisions will be squarely applicable to all those firms whose documents are examined on account of treating them as L-1 successively.

20.15 In case the L1 bidder fails to submit requisite documents online as per NIT or if any of the information/declaration furnished by L1 bidder online is found to be wrong during evaluation of scanned documents uploaded by bidder, which changes the eligibility status of the bidder, then his bid shall be rejected and EMD of L1 bidder will be forfeited.

20.16 **Technical Evaluation by System:**

a. Work Experience:

i. The system shall calculate the end date by adding 365 days to the start date of experience (provided by bidder). End date shall not be later than the last date (last day of month previous to the month in which NIT has been published on e-procurement portal).

ii. The system shall check the Start & End date of each experience and accept it as a qualifying experience if it falls within the year selected by the bidder (as calculated by adding 365 days to the start date restricted to the 'last date')

iii. The system shall calculate the value of each qualifying experience by multiplying the value with the % share of experience and adding 5% for each completed year (total No. of days/365) after the end date of experience of work till the last date of month previous to one in which the NIT has been published on e-Procurement portal.

iv. The system shall calculate the value of all qualifying experiences taken together for each bidder and grade him as 'Eligible' if it meets the minimum requirement of Eligibility as per NIT or else as 'Ineligible'.

v. In case any of the experiences does not fall in the selected period of 365 days (continuous), such experiences will be excluded from evaluation. Hence the bidder shall have to furnish the value of work executed only during the selected period of 365 days (continuous).

vi. The weightage of 5% every year will be on simple rate and will not be compounded on yearly basis for the purpose of calculating the value of each qualifying experience."

vii. The work experience of the bidder may be an ongoing work and the executed value of work shall be considered for evaluation.

viii. In case the experience has been earned by the bidder as an individual or proprietor of a proprietorship firm or partner of a partnership firm, then 100% value of the experience will be considered against eligibility. But if the experience has been earned by the bidder as a partner in a Joint Venture/Consortium firm then the proportionate value of experience in proportion to the actual share of bidder in that Joint Venture/Consortium will be considered against eligibility.

b. Valid SOR registration certificate of bidder with BCCL:

i. The system will evaluate "Yes" as eligible and "No" as not eligible.

c. Fleet Requirement:

i. The system will evaluate "Yes" as eligible and "No" as not eligible.

d. Permanent Account Number:

i. The system will evaluate "Yes" as eligible and "No" as not eligible.

e. Certificate of registration with provident fund authorities:

i. The system will evaluate "Yes" as eligible and "No" as not eligible.

f. Possessing of required document as enlisted in NIT with respect to GST status of the bidder:

i. The system will evaluate "Yes" as eligible and "No" as not eligible.

g. User Portal Agreement:

i. System will capture data in the Agree/Disagree format from the bidder and will decide the eligibility.

h. Expectedvalues of each of the General Technical Evaluation(GTE) items

System will capture data in the**YES/NO** format from the bidder and will decide the eligibility.

21. AWARD CRITERIA

21.1 Subject to Clause 22 of ITB, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated **acceptable** Bid Price, provided that such Bidder has been determined to be:

a) Eligible in accordance with the provisions of **Clause2**; **of ITB** and

b) Qualified in accordance with the provisions of **Clause 3 of ITB**.

22. EMPLOYER'S RIGHT TO ACCEPT ANY BID, NEGOTIATE AND TO REJECT ANY OR ALL BIDS

22.1 Notwithstanding Clause 21, the Employer reserves the right to accept, negotiate or reject any Bid, and to cancel the bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

23. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

23.1 The Bidder who's Bid has been accepted, will be notified of the award by the Employer prior to expiration of the Bid validity period online and confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called "the Contract Price").

23.2 The notification of award will constitute the formation of the Contract.

23.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder within 28 days following notification of award along with the letter of Acceptance and / or Work Order issued by department.

In case of failure to enter in to agreement within specified period or extended period on the request of the bidder, if any, the department in addition to other penal measures **as per clause 14.5** shall be at liberty to debar the selected bidder from participating in future Bids for at least 12 months.

23.4 In the bidding process, the cause of rejection of bid of any bidder should be intimated to non-qualified bidder after the award of the work to the successful one and the Security / Earnest Money shall be refunded to unsuccessful bidders as per provision of Clause. 14.3 of ITB.

23.5 The contractor shall enter into and execute contract agreement in the prescribed form. The cost of the stamp papers for the contract agreement shall be borne by the contractor. Two sets of contract document/agreements shall be prepared and signed by both the parties One of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy and one additional copy will be supplied to the contractor free of cost and the original is to be retained by the company. For any additional copy, additional cost to be charged. All additional copies should be certified by the Engineer-in-Charge.

24. SECURITY DEPOSIT

This will be same as clause 4 of General Terms and Conditions of the tender document. (Refer clause no 4.1 to 4.6 under clause no. 4 of General Terms & Conditions of the tender).

25. EMPLOYMENT OF LABOUR

25.1 Contractors are to employ, to the extent possible, only local project affected people and pay wages in accordance with clause no.11 (xi) of General Terms and Conditions. However preferably 20% of required unskilled workers are to considered for employment from project affected people.

The list of PAPs recommended by the concerned Mukhiya to be obtained by the concerned Area GM and displayed in the notice board. Any further addition is to be duly certified by the Mukhiya.

In addition, the contractors are to provide benefits of Provident Fund for the workmen employed by him for the work as per the Laws prevailing under provision of CMPF / EPF and allied scheme valid from time to time and also submit statutory returns..

25.2 The contractor shall utilize their regular employees throughout the period of contract. The bidder shall also comply with statutory requirements of various acts including CL(R&A) Act.

25.3 The contractor's workmen shall be paid through Bank.

26. LEGAL JURISDICTION

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

27. e-payment

27.1 All the payments will be made through e-payment mode. The bidders should submit MANDATE FORM for e-Payment as per clause 7 of e-tender Notice in the format given in the tender document at ANNEXURE- D.

28. Integrity Pact:

28.1 The bidders must accept the Integrity Pact as per format at **Annexure-H** of tender document. Digitally signed copy of Integrity Pact shall also be uploaded as mentioned in clause no 7 of NIT.

29. Change in the Constitution of Contracting Agency.

29.1 Prior approval in writing of the Company shall be obtained, before any change is made in the constitution ofthe contracting agency, otherwise it will treated as a breach of contract.

30. Miscellaneous.

30.1 The bidders should fill the bid document properly and carefully. They should avoid quoting absurd rates.

30.2 Throughout the bidding documents, the terms 'bid' and tender and their derivatives are synonymous.

30.3 The site for work made available in parts.

31. PROCESS TO BE CONFIDENTIAL

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

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

33. No sub-letting of the work as a whole by the contractor is permissible. Prior permission is required to be taken from the principle employer for engagement of sub-contractors in "Hiring Of Equipment"/ "Transport" contract for part work / piece rated work.

34 REVOCATION OF TENDER PROCESS:

There may be situation when the decision of Tender Committee may have to be changed subsequently on account of a Court's verdict. Also, there may be circumstances when online evaluation of tender is not done correctly due to mistake by the Evaluator or due to technical error in the system, which may lead to cancellation of tender.

In order to avoid the cancellation of tender in such cases, the tender process needs be reverted back to appropriate stage (i.e. bid Opening stage etc.) to comply with the Court's verdict or to rectify the error committed by the Evaluator. This provision in the e-Procurement system has been introduced with an objective to abide by the Court's verdict or to ensure that the tender process should not suffer due to any mistake committed by an individual or due to any technical error in the system.

Revocation of Tender process back to Technical-bid opening stage or Price-bid opening stage from an advanced stage shall be done under the following circumstances:

a. To comply with the directives of Hon'ble Court of Law.
b. If the Evaluator makes a mistake in online evaluation of tender, which is not in line with the Tender Committee decision.
c. If there is an error in the online evaluation of tender due to technical error in the system.

Revocation of Tender process will be done with the specific approval of the concerned Director.

In all such cases the Tender Revocation Notice must contain the details of the circumstances leading to revocation of tender process.

The Revocation of Tender on the e-Procurement portal can be done by way of creation and publication of corrigendum. However, since Revocation of Tender, in true sense, is not a Corrigendum to NIT, the Tender Revocation Notice will be uploaded only on the e-Procurement portal https://coalindiatenders.nic.in.

In case of revocation of Tender at any stage the auto-refund of EMD may not work properly and in such case it may be required that Tender Inviting Authority to arrange refund of EMD through conventional system of refund of EMD.

35 CANCELLATION OF TENDER:

Any tender published on the e-Procurement portal must be concluded to its logical end i.e. either "Award of Contract" or "Cancellation of Tender" or "Retender".

The Tender Cancellation Notice must contain the details of the circumstances leading to cancellation of tender.

The Cancellation of Tender on the e-Procurement portal can be done by way of creation and publication of corrigendum. However, since Cancellation of Tender, in true sense, is not a Corrigendum to NIT, the Tender Cancellation Notice will be uploaded only on the e-Procurement portal https://coalindiatenders.nic.in.

All the details of technical bid and price bid will be kept preserved in the archives for auditing purposes and the same can be accessed with special authorization. The IP address of all the bidders who has participated in the bid along with timing and date will also be kept preserved in the system.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS :

i. The word "Company'" or "Employer" or "Owner" wherever occurs in the conditions, means the Bharat Coking Coal Limited, represented at the headquarters of the Company by the Chairman Cum Managing Director and represented at areas of the company by Chief General Manager/ General Manager or their authorised representative or any other officer specially deputed for the purpose.

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

iii. The word "contractor"/"contractors" wherever occurs means the successful SOR registered contractor……

iv. "The Site" shall mean the site of the contract work including land and any building and erections thereon and any other land allotted by the company for contractor's use.

v. 'Accepting authority' shall mean the management of the company and includes an authorized representative of the company or any other person or body of persons empowered in this behalf by the company.

vi. A 'Day 'shall mean a day of 24 hours from midnight to midnight.

vii. Engineer-in-charge/Designated Officer-in-charge for this contract –
GM of the Area should nominate Project Officer to deal with the issue of supervising/administering the contract. The project officer so designated will be deemed to be the Engineer-in-charge for this contract.

viii. The 'contract' shall mean the notice inviting discount bids, the offer as accepted by the company and the formal work order/ agreement executed between the company and the contractor together with the documents referred to therein including general terms and conditions, special conditions, if any, schedule of quantities with rates and amounts, schedule of work.

ix. The 'works' shall mean the works required to be executed in accordance with the contract or parts thereof as the case may be and shall include all extra or additional or any work of emergent nature, which in the opinion of the Engineer-in-charge, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.

x. 'Schedule of Rates' referred to in these conditions shall mean the standard schedule of rates prescribed by the company and the amendments issued from time to time.

xi. The total sum arrived at based on the discount quoted by the bidder on SOR and accepted by the company.

xii. 'Written notice' shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the Corporation/Company for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

2. CONTRACT DOCUMENTS :

The following documents shall constitute the contract documents:

i. User Portal Agreement
ii. Articles of Agreement,
iii. Notice Inviting Tender, PREAMBLE & GENERAL INFORMATION, AWARD PROCEDURE, and Instructions to the bidders
iv. Letter of Acceptance of Tender indicating deviations, if any, from the conditions of contract incorporated in the Bid/Tender document issued to the bidder,
v. Condition of contract, including General Terms And Conditions, Special Terms And Conditions, Integrity Pact, various annexures and undertakings of bid document, Additional Terms And Conditions, if any etc. forming part of the Agreement. Corrigendum if any.
vi. Scope of works/ Bills of quantities and
vii. Finalized workProgramme/ schedule

2.1 After acceptance of offer and on execution of contract/issue of work order to proceed with the work, as the case may be, the contractor shall be furnished, free of charge, two copies of contract documents (Certified true copies), excepting those drawings to be supplied during the progress of work. The contractor shall keep copy of these documents on the site/place of work in proper manner so that these are available for inspection at all reasonable times by the Engineer-in-charge, his representatives or any other officials authorised by the company for the purpose.

2.2 None of these documents shall be used by the contractor for any purpose other than this contract and the contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.
It may be noted that only Work-orders are to be issued in case of awards valuing upto Rs.5.00 lakhs and Agreements to be executed for all awards valuing above Rs.5.0 lakhs.

3. DISCREPANCIES AND ADJUSTMENTS THEREOF :

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

3.1 In the event of varying or conflicting provisions made in any of the document/documents forming part of the contract, the 'Accepting Authority's decision/clarification shall hold good with regard to the intention of the document or contract, as the case may be.

3.2 Any error in description, quantity or rate in schedule or quantities or any omission there from, shall not vitiate the contract or release the contractor from discharging his obligations under the contract including execution of work according to the specifications forming part of the particular contract document.

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

a. discrepancy between description in words and figures the rate which corresponds to the words quoted by the contractor shall be taken as correct.
b. discrepancy in the amount quoted by the contractor due to calculation mistake of the unit rate and quantity, the unit rate shall be regarded as firm and amount corrected.
c. discrepancy in totaling or carry forwards in the amount quoted by the contractor shall be corrected.

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

4. SECURITY DEPOSIT :

4.1. Security Deposit shall consist of two parts;

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

The security deposit shall bear no interest.

4.2 Performance Security (first part of security deposit) should be **5%** of annualized value of contract amount and should be submitted within 28 days of issue of LOA by the successful bidder in any of the form given below :-.

a) A Bank Guarantee in the format given in the bid document at Annexure-G from any Scheduled Bank. BG issued by outstation bank should be operative at its local branch at Dhanbad or its Branch at Dhanbad/Kolkata.

b) Govt. securities, FDR (schedule bank) or any other form of deposit stipulated by the owner.

c) Demand Draft drawn in favour of Bharat Coking Coal Limited on any Schedule Bank payable at its Branches at Dhanbad.

The Earnest Money/Bid Security deposited returned to the contractor after submission of performance security. The Earnest Money/Bid Security deposited may be adjusted against the security deposit (Performance Security) at bidder's option.

If performance security is provided by the successful bidders in the form of Bank Guarantee **(payable at its Branch at Dhanbad/Kolkata)** it shall be issued either –

(a) At Bidder's option by a scheduled Indian Bank or

(b) By a Foreign Bank located in India and acceptable to the employer

(c) The validity of the Bank Guarantee shall be for a period of one year or ninety days beyond the period of contract or extended period of contract (if any), whichever is more.

The Bank Guarantee issued by the Issuing Bank on behalf of the contractor in favour of "Bharat Coking Coal Limited" shall be in paper form as well as issued under "Structured Financial Messaging System (SFMS)". The details of beneficiary for issue of BG under SFMS platform is furnished below:

Name of Beneficiary & his details	Name	Bharat Coking Coal Limited
	Area	BLOCK 2 AREA
	Bank Account No.	10976596665
	Department	BLOCK 2 AREA
Beneficiary Bank, Branch & Address	State Bank of India	
	Main Branch, Dhanbad	
IFSC Code	IFSC Code : SBIB0000066	

Sl. No.	Details of Beneficiary		Bank Account No.	Beneficiary Bank, Branch & Address		IFSC Code
	Name	Area		Bank	Address	
~~1~~	~~BCCL~~	~~BARORA~~	~~10976596495~~	~~State Bank of India~~	~~Main Branch, Dhanbad~~	~~SBIN0000066~~
2	BCCL	BLOCK-2	10976596665	State Bank of India	Main Branch, Dhanbad	SBIN0000066
~~3~~	~~BCCL~~	~~GOVINDPUR~~	~~10976596519~~	~~State Bank of India~~	~~Main Branch, Dhanbad~~	~~SBIN0000066~~
~~4~~	~~BCCL~~	~~KATRAS~~	~~10976596520~~	~~State Bank of India~~	~~Main Branch, Dhanbad~~	~~SBIN0000066~~
~~5~~	~~BCCL~~	~~SIJUA~~	~~10976596531~~	~~State Bank of India~~	~~Main Branch, Dhanbad~~	~~SBIN0000066~~
~~6~~	~~BCCL~~	~~KUSUNDA~~	~~10976596542~~	~~State Bank of India~~	~~Main Branch, Dhanbad~~	~~SBIN0000066~~
~~7~~	~~BCCL~~	~~P.B~~	~~10976596553~~	~~State Bank of India~~	~~Main Branch, Dhanbad~~	~~SBIN0000066~~
~~8~~	~~BCCL~~	~~BASTACOLLA~~	~~10976596575~~	~~State Bank of India~~	~~Main Branch, Dhanbad~~	~~SBIN0000066~~
~~9~~	~~BCCL~~	~~LODNA~~	~~10976596586~~	~~State Bank of India~~	~~Main Branch, Dhanbad~~	~~SBIN0000066~~
~~10~~	~~BCCL~~	~~EJA~~	~~10976596597~~	~~State Bank of India~~	~~Main Branch, Dhanbad~~	~~SBIN0000066~~
~~11~~	~~BCCL~~	~~WJA~~	~~10976596621~~	~~State Bank of India~~	~~Main Branch, Dhanbad~~	~~SBIN0000066~~
~~12~~	~~BCCL~~	~~CHD~~	~~10976596654~~	~~State Bank of India~~	~~Main Branch, Dhanbad~~	~~SBIN0000066~~
~~13~~	~~BCCL~~	~~CCWO~~	~~10976596687~~	~~State Bank of India~~	~~Main Branch, Dhanbad~~	~~SBIN0000066~~
~~14~~	~~BCCL~~	~~BTA~~	~~10976596870~~	~~State Bank of India~~	~~Main Branch, Dhanbad~~	~~SBIN0000066~~
~~15~~	~~BCCL~~	~~FUND (HO)~~	~~35160317947~~	~~State Bank of India~~	~~Main Branch, Dhanbad~~	~~SBIN0000066~~

~~Account No.~~	~~36341853670~~
~~IFSC Code~~	~~SBIN0000066~~
~~Account Name~~	~~BCCL AREA NO XII (C.V. AREA) EXPENSES A/C.~~

Above particulars are to be incorporated by the issuing bank properly, while issuing BG under SFMS mode to avoid any problem in future."

Original Copy of the Bank Guarantee issued by the Issuing Bank shall be sent by the Issuing Bank/applicant to concerned department and Area of BCCL.

Note:
* Name of Area, to which work is concerned, has to be mentioned.
**The bank account no. of the concerned Area/CHD/MRS/HQ has to be mentioned.
***Name of Department (Civil/Excv/E&M/CMC/MM etc.) to be mentioned.

SBI, Main branch, Dhanbad (The beneficiary's bank/advising bank) shall either send a copy of BG received under SFMS mode to the finance department of concerned area/HQ of BCCL through email at their email ID or provide a printout thereof to the finance department of concerned Area/ HQ. For this purpose each Area/ HQ shall provide their email ID to SBI Main branch.

The Above procedure has to be followed in case of extension or amendment to the original BG.

Further, BCCL HQ has also have a current account with ICICI Bank, Dhanbad, bearing AC No. 019605001057 and IFSC Code ICIC0000196, which may be used for acceptance of BG under the SFMS platform of ICICI Bank (In addition to that of SBI).

Failure of the successful bidder to comply with the requirements of **4.1 &4.2** above, shall constitute sufficient ground for cancellation of the award of work and forfeiture of the bid security. Additionally the company reserves the right to debar such defaulting contractor from participating in future bids for a minimum period of 12 (Twelve) months.

4.3 All running on Account Bills shall be paid at 95%. The balance 5% shall be treated as retention Money and will be second part of security deposit.

For contracts of more than one year, Retention Money may be refunded to the Contractor annually on submission of Bank Guarantee of equivalent amount subject to satisfactory performance of the contractor during the year.

The validity of the Bank Guarantee shall be for 270 days beyond the period of contract for extended period of contract or one year whichever is more.

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

Performance Security (1st part of security deposit) shall be refunded within 60 days of the completion of the work. (The date of completion of the work will be certified by the Engineer-in-charge).

Retention Money (2nd part of security deposit) shall be refunded after 180 days of the completion of the work. (The date of completion of the work will be certified by the Engineer-in-charge).

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

i) 30% of Additional performance security will be released after 60% of the total work is completed.
ii) 50% of Additional performance security will be released after 80% of the total work is completed.
iii) 100% of Additional performance security will be released after total work is completed.

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

5. DEVIATIONS/VARIATIONS IN QUANTITIES:

Extent and Pricing: The quantities given in the 'Schedule of Quantities' are provisional and are meant to indicate the extent of the work and to provide a uniform basis for inviting discount bids and any variation either by addition or omission shall not vitiate the contract.

5.1 The company through its Engineer-in-charge or his representative shall, without radically changing the original scope and nature of the contracted work, have power to make any alterations in or additions to or substitution of the original and instructions that may appear to be necessary or advisable during the progress of the work. The contractor shall be bound to carry out the works in

accordance with the instructions given to him in writing by Engineer-in-charge or his representative on behalf of the company.

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

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

a. the rate shall be derived from the rate/rates for similar or near similar class of work as is/are specified in the contract, failing which

b. the rates shall be derived from the company's prescribed schedule of rates based on which the estimate for tendering has been prepared minus the percentage by which the offered amount for the whole work quoted by the contractor is below the estimated amount as per the offer documents, failing which

c. the rate shall be derived from contractor's rate claimed for such class of work supported by analysis of the rate/rates claimed by the contractor. The rate to be determined by the Engineer-in-charge as may be considered reasonable taking into account percentage of profit and overhead not exceeding ten percent or on the basis of market rates, if any, prevailing at the time when work was done.

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

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

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

i) An increase of more than 10% of the total cost of the work calculated from the original offered quantities and the contract price.

ii) More than 10% deviation from original awarded value should require approval of next higher authority but total amount should be within the delegated power of the next higher authority.

5.4 The time for completion of the originally contracted work shall be extended by the company in the proportion that the additional work (in value) bears to the original contracted work (in value) as may be assessed and certified by the Engineer-in-charge.
The validity of the Bank Guarantee, if submitted by the contractor, in lieu of performance security/security deposit shall be extended in pursuant to **Clause Nos. 4** taking into consideration the period of extension.

5.5 The company through its Engineer-in-charge or his representative, on behalf of the company, shall have power to omit any part of the work for any reason and the contractor shall be bound to carry out the work in accordance with the instruction given by the Engineer-in-charge. No claim for extra charges/damages shall be made by the contractor on these grounds.

5.6 In the event of any deviation being ordered which in the opinion of the contractor changes radically the original scope and nature of the contract, the contractor shall under no circumstances suspend the work, either original or altered or substituted, and the dispute/disagreement as to the nature of deviation or the rate/rates to be paid thereof shall be resolved separately with the company.

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

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

Immediately after the contract is concluded the Engineer-in-charge and the contractor shall agree upon time and progress chart prepared on the basis of a transportation schedule to be submitted by the contractor showing the order in which the work is proposed to be carried out within the time specified in the contract documents. For the purpose of this time and progress chart, the work shall be deemed to have commenced on the expiry of 10 (ten) days from the issue of letter of acceptance/work order or handing over the site of work whichever is later.

6.1 If the contractor, without reasonable cause of valid reason, commits default in commencing the execution of the work within the aforesaid date, the company shall, without prejudice to any other right or remedy, be at liberty, by giving 15 days notice in writing to the contractor to commence the work, failing which the Company will reserve the right to take penal action as per provision of **clause no 7 of Award Procedure** of SOR documents.

6.2 In the event of the contractor's failure to comply with the required progress in terms of the agreed time and progress chart or to complete the work and clear the site on or before the date of completion of contract or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the company on account of such breach, shall become liable to pay for penalty as under:

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

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

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

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

1. If the average daily progress work executed during the calendar month is more than 80 % and less than 100 % of stipulated rate of progress, penalty equal to 10 % of the contract value of the short fall in work shall be levied.
2. If the average daily progress of work executed during the calendar month is less than 80 % of stipulated rate penalty equal to 20 % of the contract value of the short fall in work shall be levied.
3. The aggregate of the penalties so levied shall not exceed 10 % of the total contract value.

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

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

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

a. abnormally bad weather
b. serious loss or damage by fire
c. civil commotion, strikes or lockouts affecting any of the trades employed on the work
d. delay on the part of the contractors or tradesmen engaged by the company not forming part of the contract, holding up further progress of the work
e. any other causes which, at the sole discretion of the company is beyond the control of the contractor.

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

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

for completion of the work. Such extension shall be communicated to the contractor in writing by the company through the Engineer-in-charge within 1 month of the date of receipt of such request.

The contractor shall however use his best efforts to prevent or make good the delay by putting his endeavors constantly as may be reasonably required of him to the satisfaction of the Engineer-in-charge.

6.5 Provisional extension of time may also be granted by the Engineer in Charge during the course of execution, on written request for extension of time within 15 (fifteen) days of happening of such events as stated above, reserving the company's right to impose/ waive penalty at the time of granting final extension of time as per contract agreement. However, the validity of the Bank Guarantee submitted by the contractor in lieu of Performance Security / Security Deposit shall be extended in pursuant to **Clause No. 4** and the period of extension.

6.6 When the period fixed for the completion of the contract is about to expire, the question of extension of the contract may be considered at the instance of the Contractor or the Company or the both. The extension will have to be by party's agreement, expressed or implied.
In case the Contractor does not apply for grant of extension of time within 15 (fifteen) days of hindrance occurring in execution of the work and the Company wants to continue with the work beyond the stipulated date of completion for reason of the work having been hindered, the Engineer-in-charge at his sole discretion can grant provisional extension of time even in the absence of application from the Contractor. Such extension of time granted by the Engineer-in-charge is valid provided the Contractor accepts the same either expressly or implied by his actions before and subsequent to the date of to Company's right to levy compensation under the relevant clause of contract. However, the validity of the Bank Guarantee submitted by the contractor in lieu of Performance Security / Security Deposit shall be extended in pursuant to **Clause No. 4** and the period of extension.

6.7 (a) The successful bidder/ contractor will advise, in the event of his having resort to this clause by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the clause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition . In the event of delay lasting over one month, if arising out of Force Majeure, the contract may be terminated at the discretion of the company.

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

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

7. **COMPLIANCE OF INSTRUCTION / CONTRACT:**

The contractor shall carry out and complete the work in every respect in accordance with the contract and shall ensure that the work conforms strictly to the instructions of the Engineer-in-charge. The Engineer-in-charge may issue from time to time further detail instructions/directions in writing to the contractor. All such instructions/directions shall be consistent with the contract documents and should be reasonably inferable there from, along with clarifications/explanations thereof, if necessary.

8. **MEASUREMENT AND PAYMENT:**

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

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

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

8.3 Before taking measurements of any work, the Engineer-in-charge or the person deputed by him for the purpose shall intimate the contractor to attend or to send his representative to attend the measurement. Every measurement thus taken shall be signed and dated by both the parties on the site on completion of the measurement. If the contractor objects to any of measurements, a note to that effect shall be made in the Measurement Book /Log Book and signed and dated by both the parties.

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

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

8.6 Payment on account shall be made on the Engineer-in-charge certifying the sum to which the contractor is considered entitled by way of interim payment for the work executed as covered by the bill/bills after deducting the amount already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the contract.

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

8.8 The company reserve the right to recover/enforce recovery of any overpayments detected after payment as a result of post-payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed claims, if any, of the contractor exceeds the amount of such overpayment and irrespective of the facts whether such disputed claims of the contractor are the subject matter of arbitration or not. The amount of such overpayments may be recovered from the subsequent bills under the contract, failing that from contractor's claim under any other contract with the company or from the contractor's security deposit or the contractor shall pay the amount of overpayment on demand.

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

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

9. TERMINATION, SUSPENSION, CANCELLATION & FORECLOSURE OF CONTRACT:

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

a. Makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the Engineer-in-charge, then on the expiry of the period as specified in the notice.

Or

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

Or

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

Or

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

Or

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

Or

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

9.1 The contract shall stand **terminated** under the following circumstances:

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

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

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

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

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

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

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

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

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

Or

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

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

The amount to be recovered from the contractor as determined above, shall, without prejudice to any other right or remedy available to the employer as per law or as per agreement, will be recovered from any money due to the contractor on any account or under any other contract and in the event of any shortfall, the contractor shall be liable to pay the same within 30 days. In case of failure to pay the same the amount shall be debt payable.

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

provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum for any work thereof or actually performed under this contract unless and until the engineer-in-charge has certified in writing the performance of such work and value payable in respect thereof and he shall only be entitled to be paid the value so certified.

The need for determination of the amount of recovery of any extra cost/ expenditure or of any loss/damage suffered by the company shall not however arise in the case of termination of the contract for death/demise of the contractor as stated in **9.1(d).**

9.3 **Suspension of work** - The company shall have power to suspend the progress of the work any part thereof and the Engineer-in-charge may direct the contractor in writing to suspend the work, for such period and in such manner as may be specified therein, on account of any default on the part of the contractor, or for proper execution of the work for reasons other than any default on the part of the contractor, or on ground of safety of the work or part thereof. In the event of suspension for reason other than any default on the part of the contractor, extension of time shall be allowed by the company equal to the period of such suspension.

9.4 **Foreclosure of contract** in full or in part - If at any time after acceptance of the tender, the company decides to abandon or reduce the scope of the work for any reason whatsoever the company, through its Engineer-in-charge, shall give notice in writing to that effect to the contractor. In the event of abandonment/ reduction in the scope of work, the company shall be liable to pay the contractor at the contract rates full amount for works executed and measured at site up to the date of such abandonment/ reduction in the work.

The contractor shall, if required by the Engineer-in-charge, furnish to him books of accounts, papers, relevant documents as may be necessary to enable the Engineer-in-charge to assess the amount payable. The contractor shall not have any claim for compensation whatsoever either for abandonment or for reduction in the scope of work, other than those as specified above.

9.5 **Closure of Contract**

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

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

ii) Closure of Contract can be done on complete execution of awarded quantity.

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

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

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

Any amount required to be recovered from the contractor determined as above, if any, shall be recovered from any moneys due to the contractor on any account or under any other contract and in the event of any shortfall, the contractor shall be called upon to pay the same on demand.

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

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

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

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

10 (A) COMPLETION CERTIFICATE:

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

11. RESPONSIBILITIES OF THE CONTRACTOR

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

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

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

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

The contractor/ contractors shall at all times ensure that all dumpers / tippers engaged in mining related activity are provided/fitted (i) Full cabin canopy,(ii) tail lamp guard kit,(iii) propeller shaft guard, (iv)blind spot mirror, (v) body locking device, (vi)reflex reflector on body, (vii)seat belt reminder, (viii)limiting speed device, (ix)audio-visual alarm during reverse gear with flasher, (x)provision of two brakes, (xi)exhaust / retard brake, (xii)body lifting position locking arrangement (xiii)semi-automatic fire suppression system and (xiv) Rare view camera along with suitable visual display unit (VDU) in the driver's cabin in addition to other safety features .

The contractual agency shall comply with all safety aspects and different statutes of DGMS regarding safety of men and equipment. In case the executing authority finds any deviations,

such vehicles / equipment should be stopped forthwith and alternative vehicle / equipment are to be deployed by the executing contractor immediately.

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

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

vi. The contractor/contractors shall furnish to the Engineer-in-charge or his authorised representative with work reports from time to time regarding the contractor/contractors organisation and the progress made by him/them in the execution of the work as per the contract agreement.

vii. All duties, taxes (excluding Goods and Services Tax (GST) and GST Compensation Cess (if applicable) only) and other levies payable by the bidder/Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. Applicable GST either payable by bidder or by company under reverse change mechanism shall be computed by system in BOQ sheet as per predefined logic.

All investments, operating expenses, incidentals, overheads etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total bid price submitted by the bidder.

However, such duties, taxes, levies etc. which is notified after the last date of submission of Bid and/or any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.

Similarly if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder.

The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess. The payment of GST and GST Compensation Cess by service availer (i.e. CIL/Subsidiary) to bidder/contractor (if GST payable by bidder/contractor) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made thereunder and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of bidder/contractor.

However, in case contractor is GST unregistered bidder/dealer in compliance with GST rules, the bidder/dealer shall not charge any GST and/or GST Compensation Cess on the bill invoice. In such cases, applicable GST will be deposited by CIL/Subsidiary directly to concerned authorities.

Input tax credit is to be availed by CIL/Subsidiary as per rule.

If CIL/Subsidiary fails to claim Input Tax Credit(ITC) on eligible Inputs, input services and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier/vendor of goods and services in incorporating the tax invoice issued to CIL/Subsidiary in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State) Cess shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes &cess paid based on such Tax invoice shall be recovered from the current bills or any other dues of the supplier/vendor along with interest, if any.

viii The company reserves the right to deduct/ withhold any amount towards taxes, levies, etc. and to deal with such amount in terms of the provisions of the Statute or in terms of the direction of any statutory authority and the company shall only provide with certificate towards such deduction and shall not be responsible for any reason whatsoever.

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

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

xi. The contractor / contractors shall have to make payment to all workers engaged in line with the minimum wagesto the contractor workers of different categories as circulated time to time by Coal India Ltd.as per recommendation of HPC (High Power Committee)

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

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

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

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

Revision in the rate of Variable Dearness Allowance will be made as per the communication made from Coal India Limited from time to time. It will be applicable from the retrospective date and will be binding on the contractor. Revised rate of variable dearness allowance will be communicated to the executing Area authority.
As & when communicated by competent authority, in case of any change in future in the rate of payment of the wages to the workers of the contractor, the difference between the already paid and the revised rate of payment of wages during the contract period, will be reimbursed as per the laid down procedure of the company, on production of the documentary proof of payment of difference of wages by the concerned contractor to their workers engaged by him for the particular awarded contract.
The contractor shall also comply with statutory requirements under CL (R&A) Act and also obtain labor license.
The contractor's workmen shall be paid through Bank by the contractor.

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

xiii. **Insurance** - The contractor shall take full responsibility to take all precautions to prevent loss or damage to the works or part thereof for any reasons whatsoever (except for reasons which are beyond control of the contractor or act of God, e.g. flood, riots, war, earthquake, etc.) and shall at his own cost repair and make good the loss/damage to the work so that on completion,

the work shall be in good order and condition and in conformity with the requirements of the contract and instructions of the Engineer-in-charge, if any :

a. The contractor shall at all times during the pendency of the contract indemnify the company against all claims, damages or compensation under the provisions of the Workmen's Compensation Act and shall take insurance policy covering all risk, claims, damages or compensation payable under the Workmen's Compensation Act or under any other law relating thereto.
b. The contractor shall ensure that the insurance policy/policies are kept alive till full expiry of the contract by timely payment of premiums and shall not be cancelled without the approval of the company and a provision is made to this effect in all the policies, and similar insurance policies are also taken by his sub-contractors if any. The cost of premiums shall be borne by the contractor and it shall be deemed to have been included in the tendered rate.
c. In the event of contractor's failure to effect or to keep in force the insurance referred to above or any other insurance which the contractor is required to effect under the terms of the contract, the company may effect and keep in force any such insurance and pay such premium/premiums as may be necessary for that purpose from time to time and recover the amount thus paid from any moneys due by the contractor.

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

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

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

1. The contractor should ensure that all the vehicles deployed by him in coal transportation work in BCCL is installed with Vehicle Mounted Unit (VMU) of GPS based vehicle tracking system. No vehicle without Vehicle Mounted Unit should be engaged in coal transportation work by the contractor.
2. The safety and protection of Vehicle Mounted Unit (VMU) of the system will be the sole responsibility of the contractor. Further contractor should ensure that VMU is in operative mode.
3. In case of any damage/loss of the VMU, the cost of the equipment and the accessories will be recovered from the contractor's bill.
4. The contractor should ensure that their total fleet used in transportation of coal must be mounted with VMU provided by BCCL.
5. In case the transporter wish to exclude any vehicle from his fleet the VMU mounted on that vehicle must be deposited with the designated Area Authority.
6. Contractor must ensure that their vehicles will not violate the designated path without approval of Concerned Area Authority. In case of violation of the route/path/geo-fence penalty including debarring the defaulter vehicle and its operator including the contractor from operation in BCCL Areas, may be imposed.
7. Applicability vis-à-vis Imposition of such penalty will be solely at the discretion of competent authority i.e., CMD, BCCL.

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

xvii. RFID system is to be implemented in weigh bridges soon. All vehicles of the contractor which will carry coal and any other material which is required to be weighed will be issued RFID tag by BCCL. The contractor shall obey all provisions and guidelines issued time to time by BCCL to make the system effective and successful.

12. SETTLEMENT OF DISPUTES:

It is incumbent upon the contractor to avoid litigation and disputes during the course of execution. However if such disputes take place between the contractor and the department, efforts shall be made first to settle the disputes at the company level.
The contractor should make request in writing to the Engineer-In-Charge for settlement of such disputes/ claims within 30 (thirty) days of arising of the cause of dispute/claim failing which no disputes/claims of the contractor shall be entertained by the company.
Effort shall be made to resolve the disputes in two stages:
In first stage dispute shall be referred to area CGM/ GM. If difference still persists the dispute shall be referred to a committee constituted by the owner. The committee shall have one member of the rank of director of the company who shall be the Chairman of the committee.
If difference still persists, the settlement of the dispute shall be resolved in following manner:
Disputes relating to the commercial contracts with Central Public Service Enterprises/ Govt. Departments (except Railways, Income Tax, Customs and Excise duties)/ State Public Sector Enterprises shall be referred by either party for Arbitration to the PMA (Permanent Machinery of Arbitration) in the department of Public Enterprises.
In case of parties other than Govt. agencies, the redressal of dispute may be sought through Arbitration (THE ARBITRATION AND CONCILIATION ACT, 1996 as amended by AMENDMENT ACT of 2015).

12 (A) SETTLEMENT OF DISPUTES THROUGH ARBITRATION

If the parties fail to resolve the disputes/differences by in house mechanism, then, depending on the position of the case, either the employer/owner or the contractor shall give notice to other party to refer the matter to arbitration instead of directly approaching Court. The contractor shall, however, be entitled to invoke arbitration clause only after exhausting the remedy available under the clause 12.

In case of parties other than Govt. agencies, the redressal of disputes/differences shall be sought through Sole Arbitration as under.

Sole Arbitration:

In the event of any question, dispute or difference arising under these terms & conditions or any condition contained in this contract or interpretation of the terms of, or in connection with this Contract (except as to any matter the decision of which is specially provided for by these conditions), the same shall be referred to the sole arbitration of a person, appointed to be the arbitrator by the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be). The award of the arbitrator shall be final and binding on the parties of this Contract.

(a) In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his/her award being set aside by the court for any reason, it shall be lawful for the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be) to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.

(b) It is further a term of this contract that no person other than the person appointed by the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be) as aforesaid should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to Arbitration at all.

Subject as aforesaid, Arbitration and Conciliation Act, 1996 as amended by Amendment Act of 2015, and the rules there under and any statutory modification thereof for the time being in force shall be deemed to apply to the Arbitration proceedings under this clause.
The venue of arbitration shall be the place from which the contract is issued.

Applicable Law: The contracts shall be interpreted in accordance with the laws of the Union of India.

Contracts with Partnership firm/ Joint Venture/Consortium:
The Partnership firm /Joint Venture/Consortium is required to submit written consent of all the partners to above arbitration clause at the time of submission of bid.

13. (i) Contractor shall ensure training as per vocational training rule in the companies training center and the concern trainee will be entitled for receiving stipend as per VTC rule.

(ii) The cost of "stipend "paid during the training period shall be factored into while quoting the price bid.

(iii) To extend the facility to impart VTC training to contractor's workers before they are deployed in the mine.

(iv) Training card shall be issued on completion of said training.

(v) It should be made mandatory on the contractor that only training card holder is allowed to work in the mine where outsourcing work is being carried out.

(vi) Regular checking will be carried out by Area safety Officer to ensure that only training cardholder is allowed to work.

14. In the event of recovery of any claim towards LD Charges, Penalty, fee, fine or any other charges (Except EMD) from the supplier/vendor, the same will be recovered along with the applicable GST and the amount shall be adjusted with the payment to be made to the supplier/vendor against their bill/invoice or any other dues.

15. **E-way Bill:** The e-way bill required in connection with supply of goods or services, if any, shall be arranged by the supplier/vendor. However, the e-way bill will be arranged by CIL/Subsidiary if the supplier/vendor is unregistered one or if provisions of the relevant Act and the rules made there under specifically states that the e-way bill is required to be issued by recipient of goods.

000

SPECIALTERMS & CONDITIONS

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

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

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

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

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

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

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

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

In no case any unauthorised driving of the tipping trucks or operation of pay loaders/ equipment shall be permitted by the contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iii) In the case of wagons not being weighed at the loading end, 90% payment for items of work stated in14.01 above shall be made provisionally on the basis of RR weights. Balance payment shall be made after reconciliation, as explained in (i) above and effecting deduction of penalties/ recoveries as per terms & conditions of this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24.01 The wagon loading contractor (s) shall be also responsible for cleaning of the siding tracks/ between the line and on both sides of the same, leveling of coal loaded into the wagons and lime washing on the top of the same, in respect of the wagons allotted to him/ each of them.
In case any rake is put on demurrage/ any penalty is imposed on the company for failure on the accounts, the same shall be recovered from the contractor/s concerned.

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

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

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

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

27.00 The daily rate of transportation shall be about the yearly quantity divided by the number of working days in the year +/- 30% but the contractor may be called upon to transport still more/still less quantity and no claim whatsoever shall be against company on account of such variations. The contractor/s shall make necessary arrangements and ensure transportation, of coaletc on daily basis, as advised by the General Manager/Project Officer.
The total quantity of material in the contract can be increased upto 30% with the approval of the concerned Director as a cushion to cover eventualities arising from increase in production.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

37.0 **PAYMENT OF PRICE VARIATION:** If the prices of Diesel increases or decreases, the contractor shall be compensated for such increase or recoveries shall be made from the dues of the contractor for such decrease as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for variation in prices shall be available only for the work done during the stipulated period of the contract including such period for which the contract is validly extended under the provisions of the contract without any penal action. If the contract is to be extended beyond the stipulated period for completion of the work due to fault on the part of the contractor, escalation on prices should not be allowed further if not provided otherwise in the accepted contract. Where the contract period is up to 6 months (As per NIT), no compensation for price variation will be paid. Where the contract period is more than 6 months, compensation for price variation in the price of diesel only will be paid/ recovered as per escalation formula provided in the Special Terms & Conditions. Such compensation for variation in the prices when due shall be worked out based on the following provisions:

37.01 Where the contract period is more than 6 months (As per NIT), compensation for price variation will be paid/ recovered.

37.02 The base date for working out such price variation shall be the last date of submission of bids.

37.03 The contractor shall submit certified copy of price of diesel from retail outlet of IOC/BP etc. nearest to the work site or certified copy of price of diesel on Bulk Consumption basis from the dealer of IOC/BP etc. nearest to the work site, as the case may be.

37.04 Applicability of price variation (Summarised Position):

Item of Work	Contract Period : up to 6 months (As per NIT)	Contract Period More than 6 months.
Transportation (Coal)	NIL	Price variation on diesel&Labour
Wagon loading/ tipper Loading of Coal	NIL	Price variation on diesel&Labour
Crushing of coal by electrically operated mobile crusher	NIL	Price variation on Labour
Picking	NIL	Price variation on Labour
Transportation (Sand)	NIL	NA
OB removal (Loading & Transportation)	NIL	NA
OB Rehandling (Loading & Transportation)	NIL	NA
Drilling in Coal	NIL	NA
Drilling in OB	NIL	NA
Truck loading of sand (Mechanised)	NIL	NA

37.05 PRICE VARIATION CLAUSES

(A) FOR TRANSPORTATION :

Diesel Price Adjustment Rate (DPAR) = VF (in Rs./Te) = DR/(dC/2)

Where

D = Lead in Km

R = Variation in the price of Diesel from base price in Rs/litre

d = $-0.23D^2+0.429D+0.3577$, for D$\leq$ 9KM

and d = 2.535, for D>9Km

C = Average tipper capacity (20 Te)

Formula for different combination of lead and average tipper capacity are as under:

VF=DR/7.64 (For a lead of 0-1 km)
VF= DR/11.24 (For a lead of 1-2 km)
VF= DR/14.38 (For a lead of 2-3 km)
VF= DR/17.06 (For a lead of 3-4 km)
VF= DR/19.28 (For a lead of 4-5 km)
VF= DR/21.04 (For a lead of50-6 km)
VF= DR/22.34 (For a lead of 6-7 km)
VF= DR/23.18 (For a lead of 7-8 km)
VF= DR/23.56 (For a lead of more than 8 km)

Note: 1-2 means 1< lead<=2

(B) For Wagon Loading :

Diesel Escalation VF = C X (FL - FLo)

Where, VF = Price Variation /Te due to variation in cost of disel to be paid or recovered
C = Consumption in Litre/Te to be taken as 0.066 Litre/Te
FL = Revised price of disel
FO = Base price of diesel

(C) For loading of Coal and OB / Sand

Loading of Coal by Pay Loader:
Diesel Price Variation Rate in Rs. per Te. = 0.066 x Variation in the price of diesel per Ltr. from base price

Loading of OB / Sand by Excavator:
Diesel Price Variation Rate in Rs. per Cum. = 0.25 x Variation in the price of diesel per Ltr. from base price

Loading of Sand by Pay Loader:
Diesel Price Variation Rate in Rs. per cum. = 0.116 x Variation in the price of diesel per Ltr. from base price

(D) For Excavator Loading of coal

Diesel Price Adjustment Rate (DPAR) = VF (in Rs./Te) = 0.113 x R

R = Variation in the price of Diesel from base price in Rs/litre

(E) For Equipment

Diesel Price Adjustment Rate (DPAR) = VF = f x R

f = diesel consumption by equipment in litre/ Tonne

R = Variation in the price of Diesel from base price in Rs/litre

(F) FOR CRUSHING OF COAL BY MOBILE CRUSHER

The impact of price variation relating to changes in the CIL approved wages of different categories of contractors' worker's subject to adjustment up or down may be worked out in accordance with the following formula

$$R_n = R\ [1+\{\ 0.18 \times (W_2 - W_1)/W_1\}]$$

Where in,

R_n = Revised rate due to change in wage/manshift.

R = Base rate

W_2 = Changed wage in (Rs. /manshift) for skilled and unskilled contractor's workers will be as per time to time communication of CIL for revision of the wage of contractor's workers to be derived considering:

{0.67 x skilled wage [basic+DA+12% PF on (basic +DA)]}+{0.33 x unskilled wage [basic+DA+12% PF on (basic +DA)] }.

W_1 = Base wage per manshift for skilled and unskilled contractor's workers as indicated in clause no. 11(xi) of General Terms & Condition to be derived considering

{0.67 x skilled wage [basic+DA+12% PF on (basic+DA)]}+{0.33 x unskilled wage [basic+DA+12% PF on (basic +DA)] }

(G) FOR PICKING OF EXTRANEOUS MATERIALS FROM COAL

The impact of price variation relating to changes in the CIL approved wages of different categories of contractors' worker's subject to adjustment up or down may be worked out in accordance with the following formula

$$Q_n = Qo\ [1+\{\ 0.7 \times (W_n - W_o)/W_n\}]$$

Where in,

Q_n = Revised rate of picking due to change in wage

Qo = Old rate of picking

Wn=New wage for unskilled contractor's workers as per time to time communication of CIL for revision of the wage of contractor's workers to be derived considering:

[basic+DA+12% PF on (basic +DA)].

Wo= Base wage of unskilled contractor's workers as indicated in clause no. 11(xi) of General Terms & Condition to be derived considering:

[basic+DA+12% PF on (basic +DA)]

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

FORMAT OF "LETTER OF BID"

(ON THE LETTER HEAD OF THE BIDDER AS ENROLLED ONLINE ON e - TENDERING PORTAL OF CIL)

To,
The Tender Committee
Bharat Coking Coal Limited

Sub. : Letter of Bid for the work " ----------"

Ref. : 1. NIT No.: "----------"

1. Tender Id No. :"----------"

Dear Sir,

This has reference to above referred bid. I/we have read and examined the conditions of contract, Scope of Work, technical specifications, BOQ and other documents carefully.

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

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

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

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

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

Should this bid be accepted, we agree to furnish Performance Security within 28 days of issue of letter of acceptance and commence the work within 10 days of issue of letter of acceptance. In case of our failure to abide by the said provision Bharat Coking Coal Limited shall, without prejudice to any other right or remedy, be at liberty to cancel the letter of acceptance/ award and to forfeit the Earnest Money and also debar us from participating in future tenders for a minimum period 12 months.

(This document is digitally signed by the DSC holder authorised by the bidder and therefore no physical signature is required)

Annexure - B

Format for Affidavit to deploy fleet/ equipment

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

AFFIDAVIT

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

1. We are submitting Bid for the work ……. against the Bid Notice No……. dated……and Tender ID No. …….
2. We hereby confirm that we shall deploy fleets and equipment as per requirement of clause No 6.C of NIT either owned or through hiring.

Dated…….

Signature of bidder

Seal of Notary

PROFORMA FOR UNDERTAKING TO BE SUBMITTED BY BIDDER(S) (ON BIDDER'S LETTER HEAD) FOR COMMITMENT, GENUINENESS OF THE INFORMATION FURNISHED ONLINE AND AUTHENTICITY OF THE DOCUMENTS UPLOADED ONLINE IN SUPPORT OF HIS ELIGIBILITY

FORMAT OF UNDERTAKING

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

1. I/We am/are submitting Bid for the work ……..against NIT No/Tender ID..... Dated…… and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. Myself/Our Partners/Directors don't has/have any relative as employee of Bharat Coking Coal Limited.
3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Bid is complete, correct and true.
4. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
5. I/ We hereby authorize department to seek references / clarifications from our Bankers.
6. Deleted

7. We hereby undertake that we shall register and obtain license from the competent authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.
8. * I/We hereby confirm that we have registration with CMPF / EPF Authorities. We shall make necessary payments as required under law.

Or

* I/We hereby undertake that we shall take appropriate steps for registration as relevant under CMPF / EPF authorities, if applicable. We shall make necessary payments as required under law.

9. * I/We have not been banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs(In case of JV/Consortium, all partners are covered).

Or

* I / We ……..have been banned by the organization named "_____" for a period of…… year/s, effective from ……. to……..(in case of JV/Consortium, name(s) of the JV/Consortium Partner(s)).

10. I/We have submitted only one bid as per provision of clause no. 4.1 of ITB of Tender document.
11. I/We hereby confirm that the work experience indicated by me/us is for similar nature of work as defined in clause no. 6(A) of NIT.
12. I/We hereby confirm that the work experience & resources indicated by me/us does not include the work experience & resources of the sub-contractor as per requirement of point no. 1 of Note under clause no. 6(A) of NIT.
13. I/We hereby confirm that I/We have participated in this tender in same legal status in which I/We had/have Registered with BCCL as SOR contractor.
14. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues including Earnest Money and banning/ delisting of our firm and all partners of the firm etc.

* Delete whichever is not applicable.

(This document is digitally signed by the DSC holder authorised by the bidder and therefore no physical signature is required)

Annexure-D

PROFORMA OF MANDATE FORM FOR ELECTRONIC MODE PAYMENT

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

1	**VENDOR/SUPPLIER/CONTRCTOR/CUSTOMER'S NAME & ADDRESS** (With Telephone No and Fax)	
2	**PERMANENT ACCOUNT NO.**	
3	**PARTICULARS OF BANK ACCOUNT**	
	A) BANK NAME	
	B) (i) **BRANCH NAME** (including RTGS and IFSC code)	
	(ii) **ADDRESS**	
	(iii) **TELEPHONE NO & FAX NO.**	
	C) 9 – DIGIT CODE NUMBER OF THE BANK AND 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 in the cheque Book)	
4	**DATE OF EFFECT**	

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

Date: ( )

Signature of the **CUSTOMER/ VENDOR/ SUPPLIER/CONTRCTOR**

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

( )

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

FORM OF AGREEMENT

(On Non Judicial Stamp Paper)

Agreement No.

This agreement, made the _____ day of _____200… between _____ _____ (name and address of the Employer) (hereinafter called "the Employer"and _____ _____ (name and address of the Contractor) (hereinafter called "the Contractor" of the other part)

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

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement , works and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby convenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The Employer hereby convenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of the defects wherein the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

4. The following documents shall be deemed to form and be read and construed as part of this Agreement , viz. :
   (i) Letter of Acceptance.
   (ii) Notice to proceed with the work ;
   (iii) Contractor's Bid
   (iv) Conditions of Contract
   (v) Specifications
   (vi) Drawings
   (vii) Bill of Quantities and
   (viii) Any other document listed in the bid document/ Contract as forming part of the contract

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

Signed, Sealed and Delivered by the said _____

in the presence of : _____

Binding Signature of Employer _____

Binding Signature of the Contractor _____

Under Jurisdiction of Dhanbad Court only.

The User Portal Agreement

The bidder shall accept User Portal Agreement online during bid submission as per prescribed format available in portal.User Portal Agreement will be the part of tender document.

Annexure-G

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE

To,

_____

Re: Bank Guarantee in respect of contract No----------
Dated----------between ----------(Name of the company)
And---------- (Name of the contractor).

M/s ---------- (Name and address of the contractor)(herein after called "the contractor") has entered into a contract dated ----------(herein after called the said contract) with M/s ---------- (Name of the company) (hereinafter called "the company") to execute ----------(name of the contract and brief description of work) on the terms and conditions contained in the said contract.

It has been agreed that contractor shall furnish the Bank guarantee from a Nationalised / Scheduled Bank for a sum of Rs.---------- as security for due compliance and performance of the terms and conditions of the said contract.

The---------- (name of the Bank) having its office at_____ has at the request of the contractor agreed to give the Guarantee hereinafter contained.

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

Any such demand shall be conclusive as regards the liability of the contractor to the company and as regards the amount payable by the Bank under this Guarantee. The Bank Shall not be entitled to withhold payment on the ground that the contractor has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between the company and the contractor regarding the claim.

We, the ---------- Bank further agree that the Guarantee shall come into force from the date hereof and shall remain in force and effect till the period that will be taken for the performance of the said contract which is likely to be---------- day of ---------- but if the period of contract is extended either pursuant to the provisions in the said contract or by mutual agreement between the contractor and the company the Bank shall renew the period of the Bank Guarantee failing which it shall pay to

the company the said sum of Rs.---------- or such lesser amount of the said sum of Rs.---------- as may be due to the company and as the company may demand. The Guarantee shall remain in force until the

dues of the company in respect of the said sum of Rs.---------- and interest are fully satisfied and the company certifies that the contract has been fully carried out by the contractor and discharged the guarantee.

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

The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above, the Bank shall pay to the company the said sum of Rs. ---------- or such lesser sum as may then be due to the company and as the company may require.
Notwithstanding anything contained herein the liability of the Bank under this Guarantee is restricted to Rs.---------- the guarantee shall remain in force till the day ---------- of ---------- and unless the Guarantee is renewed or claim is preferred against the Bank within six months from the said date all rights of the company under this Guarantee shall cease and the Bank shall be relieved and discharged from all liabilities hereunder except as provided in the preceding clause.
The Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor.
The Bank has under its constitution power to give this Guarantee and Shri---------- who has signed it on behalf of the Bank has authority to do so.

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

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

Signature of the authorised Person.

For and on behalf of the Bank.

Place:

Under Jurisdiction of Dhanbad Court only.

Annexure – H

INTEGRITY PACT

Between

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

And

……..hereinafter referred to as "The Bidder/Contract"

Preamble

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

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

Section 1 – Commitments of the Principal

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

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

The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

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

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

Section 2 – Commitments of the Bidder/Contractor

(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.

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

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

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

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

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

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

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

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
2. The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 – Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous transgression

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

1. The Bidder/Contractor undertakes to demand form all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 – External Independent Monitor/Monitors

(three in number depending on the size of the contract)
(to be decided by the Chairperson of the Principal)

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

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to/provided to Outside Expert Committee members/Chairman as prevailing with Principal.
8. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
9. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

---	---
For the Principal	For the Bidder/Contractor
Place……	Witness 1 : ……
Date ……	Witness 2 : ……

BILL OF QUANTITY (PRICE BID)

Name of work : **Transportation of coal from Jamunia coal dumps of amalgamated block –II OCP mine to KKC (main) siding through NOCP feeder breakers with allied jobs at block II area of BCCL.**

E-NIDB No.:**BCCL/Block-2/coal / Tptn/NIDB/e-Tender-18/2018/2514** **Dated: 19.02.2018**

DISCOUNT BIDS are invited on SOR 2015-17at a Diesel Base Price of Rs 62.38/Ltr.

SN	Particulars	Rate (Rs/Te)	Quantity (Te)	Amount (Rs)
1	Transportation of coal from different sources to different destinations on the specified route by tippers including unloading of coal up to a lead slab as indicated including cost of all materials and labour etc. for complete job as per direction of engineer – in- charge.			
(i)	From Jamunia Coal dump no.D-14C,D-14D,D-14E & D-14F to NOCP feeder breaker hoppers (Lead slab 2-3Km).	35.78	105000	3756900
(ii)	From NOCP feeder breaker chutes to KKC (Main) Siding (Lead slab 2-3Km).	35.78	105000	3756900
2	Loading of coal into tippers at Jamunia Coal dump no.D-14C,D-14D,D-14E & D-14F stock pile by payloader including cost of all material, labour and ancillary works etc. for complete job as per direction of engineer – in-charge	12.52	105000	1314600
3	Loading of coal into wagon by Payloader at KKC (Main) siding including cost of all material, labour and ancillary works etc. for complete job as per direction of engineer – in- charge	12.52	105000	1314600
4	Picking of extraneous material from coal i.e shale, sand stone etc. including disposal of extracted materials to a specified site including cost of all material, labour etc. for complete job as per direction of engineer – in-charge	19.37	105000	2033850
	Total Amount			**12176850**
	Offered Discount (In figure) ----------%			
	Offered Discount (in Words) ----------%			

Note:

1. All duties, taxes will be applicable as per clause no. 11.3 of Instructions to Bidders and 11(vii) of General Terms and Conditions of tender document.

Signature of Tenderer