



Bharat Coking Coal Limited
(A Subsidiary of Coal India Limited)
Office of the General Manager
Block-II Area, P.O: Nawagarh, Dhanbad

Ref. No: GM/BII/Civil/Tender/11-12/1554

Dated: 24.09.11

TENDER NOTICE

Sealed tender are invited on percentage rate basis (above/below) from the experienced and eligible contractors for taking up the following works: -

Sl	Name of work	Estimated cost (in ₹)	Earnest Money (in ₹)	Cost of Tend. Paper (in ₹)	Time of completion
1	Repairing of collapsed boundary wall of JOCP workshop at lagoon side & near haul road side of Block-II area	173027.00	1750.00	100/-	1 month
2	Maintenance of rose garden & area around library at NNTS	140139.00	1450.00	100/-	1 month
3	Rep of warf wall at Kessurgarh siding of Block-II Area	163506.00	1650.00	100/-	1 month
4	Rep & maint. of Thana building at Baghmara	114992.00	1150.00	100/-	1month

1. Availability of Tender documents: From **18.10.11 to 22.10.11** during working hours.
The tender documents will be issued on deposition of cost of tender documents in cash with the Sr. Cashier, Block-II Area/DD in favour of Bharat Coking Coal Limited payable at Dhanbad from any nationalized/scheduled bank acceptable to the company on all working days during working office hours except on Sundays/Holidays from the Office of Dy. GM (Civil), Civil Engineering Deptt, Block-II Area during the period mentioned above. Tender can also be downloaded from the website (refer notice clause no 7, 8 & 9).
- 2.a. Completed sealed tender document (Part-I & Part-II) should be submitted at the same time Part-I shall consist of terms & conditions of the tender. Additional terms & conditions if any tender documents as sold to the tenderers and credentials. Part –II shall consist of price bid duly filled in for rates, amounts etc. The bid shall be submitted in three separate envelopes.
Envelop-I should contain EMD and the cost of tender documents if downloaded from the website. Envelop-II should contain Part-I of the tender. Envelop-III should contain Part-II i.e. price bid. Thereafter, all the three envelopes should be submitted in one sealed envelope.
- 2.b. Time and date of receipt/opening of tender.
 - a) The tender will be received on **24.10.11** from 10.00 a.m to 3.00 p.m **Tender will be received as shown above at the office of the Addl GM; B-II Area, CISF post near Koyla Bhawan gate Koyla Nagar, BCCL Dhanbad, Area-III & Area-I Civil Deptt.**
 - b) The tender received will be opened on **25.10.11** at **4.00 p.m** onwards in the Office of AGM, B-II Area. In the event of the specified date for submission/opening of bids being declared a Holiday, bids will be received/opened on the appointed time on the next working day.
3. **Eligibility Criteria:**
 - 3.1 a) The indenting tenderer must have in its name experience of having successfully completed similar works during last seven (07) years, ending last day of month previous to the one in which, bid application are invited, i.e. eligibility period) should be either of the following:-
Three similar completed works each costing not less than the amount equal to 40% of the estimated cost. Two similar works completed each costing not less than the amount equal to 50% of the estimated cost. One similar completed works each costing not less than the amount to 80% of the estimated cost.

Similar works means “general civil works for sl. no: 1-4”

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- 3.1 b) Average annual financial turnover of civil works during the last 3 (three) years ending 31st March of the previous financial year (i.e. for 2008-09,2009-10,2010-11) should be at least 30% of the estimated cost. The intending tenderer must submit documentary evidence in support of above 3.1 a & 3.1b in the form of certified copy of work order., completion certificate, payment certificates/vouchers etc indicating the period of works for which the payment has been made duly signed by him/them.
- 3.2 Earnest money can be deposited in the form of cash or BC/DD in favour of Bharat Coking Coal Limited payable at Dhanbad from any nationalized bank acceptable to the company. Tenders not accompanied with earnest money are liable for outright rejection.
- 3.3 Copy of PAN (Permanent Income Tax Account Number)
- 3.4 Sale tax clearance certificate copy attested by a gazetted officer of the Govt. (Central or State) & TIN NO. is to be furnished.
- 3.5 Status of firm-partnership deed/proprietorship details.
- 3.6 a) Declaration regarding genuineness of the documents submitted & non-judicial relationship in BCCL in original as per format given in the form of affidavit on non judicial stamp paper.
b) Declaration that they have been not been banned or de-listed by any Govt. or Quasi Govt. Agencies or PSU's as per format given.
- 3.7 The proforma duly filled in for collecting payment through electronic mode including fund transfer and authenticated by concerned Bank Officials.
4. Conditional/incomplete tenders will not be acceptable and shall be outright rejected.
5. The validity of the tender will be 120 days from the date of opening bid or revised price bid if any.
6. Other terms and conditions shall be available in details tender notice/tender documents from website.
7. Details may also be obtained from detailed tender notice/tender documents from website; <http://bccl.gov.in> **(Special conditions for tenderers, downloading the tender document from BCCL Web-site)**
8. Tenderers are required to deposit along-with their tender, a bank draft of any Nationalised/Schedule Commercial Bank payable at Dhanbad exclusively towards the cost of Tender documents for the amount indicated as above, In a separated envelop as stated at clause no 2a of this NIT. Any Bank Draft, prepared after the scheduled closure of sale of tender documents may be liable for rejection.
9. The contents of the tender documents available for sale in our offices shall be deemed as authentic. The bidder will be required to submit an undertaking that they will accept the tender documents as available in the web-site and their tender shall be rejected if any tampering is there in the tender documents thus submitted.
10. The management of BCCL reserves right to reject any or all tender or split the work among two or more tenderers without assigning any reasons whatsoever.

Dy. General Manager (Civil)
Block-II Area

CC to:

1. General Manager, Block-II Area
2. GM (Construction), BCCL Koyla Bhawan, Dhanbad.
3. CVO, BCCL, Koyla Bhawan
4. All CGM/GMs of all Area of BCCL.
5. General Manager (System), Koyla Bhawan – for information, please.
6. Addl. General Manager, Block-II Area
7. All Project Officer - MCW/BOCP/JOCP, B-II Area
8. Area Finance Manager/Sr. Cashier, Block-II Area
9. Area Notice Board-through CISF, Block-II Area.
10. Builders Association of India, 316 LIG Housing Colony Dhanbad.
11. Builders Association of India, Central Akashkinari Kanta, Katrasgarh Dhanbad

**Bill of quantity for repairing of collapsed boundary wall of JOCP workshop at lagoon side &
near haul road side of Block-II Area**

SI	Description of items	Qty	Unit	Rate
1	Demolishing brick work manually/by mechanical means including stacking of serviceable materials and disposal of unserviceable materials within 50 metre lead as per direction of Engineer-in-charge. In cement mortar.	6.18	M ³	310.75
2	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means foundation trenches, drain not exceeding 1.5 m in width as well as 10 sqm on plan including dressing of sides and ramming of bottom, lift up to 1.5 m including getting out the excavated soil and disposal of surplus excavated soil as directed within a lead of 50 m. (All kinds of soils).	113.62	M ³	103.40
3	Providing and laying cement concrete of specified grade excluding the cost of centering and shuttering in all works up to plinth level : 1:4:8 (1cement : 4 fine sand : 8graded stone aggregates 40 mm nominal size).	0.69	M ³	2296.15
4	Brick work with FPS bricks of class designation 75 in foundation and plinth using cement mortar 1:6 (1cement : 6coarse sand).	16.37	M ³	2007.00
5	Reinforced cement concrete work in beams suspended floors, roofs having slope up to 15 degrees, landings and balconies, chhajjas, shelves, lintels, bands, plain window sills, staircases and spiral staircases up to floor five level excluding the cost of centering, shuttering, finishing and reinforcement: 1:2:4 (1cement : 2coarse sand : 4graded stone aggregates 20 mm nominal size).	2.559	M ³	3673.85
6	Reinforced cement concrete work in retaining walls, return walls, walls (any thickness) including attached pilasters, columns, piers, abutments, pillars, struts, buttresses, plinth, string or lacing courses, parapets, copings, bed blocks, anchor blocks, plain window cills, fillets etc. up to floor five level, excluding the cost of centering, shuttering, finishing and reinforcement: 1:2:4 (1cement:2coarse sand:4 graded stone aggregates 20 mm nominal size).	2.02	M ³	3720.00
7	Brick work with FPS bricks of class designation 75 in superstructure above plinth level up to floor V level in all shapes and sizes in cement mortar 1:6 (1cement : 6coarse sand).	18.18	M ³	2315.50
8	Centering and shuttering including strutting, propping etc. and removal of form for lintels, beams, plinth beams, girders, bressummers and cantilevers.	18.73	M ²	162.65
9	Centering and shuttering including strutting, propping etc. and removal of form for columns, pillars, Pairs, Abutments, posts and struts.	5.23	M ²	238.40
10	Reinforcement for RCC work including straightening, cutting, bending, binding and placing in position complete: Cold twisted bars.	506.00	Kg	42.70
11	Steel work welded in built-up sections/framed work including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc. as required: In gratings, frames, guard bar, ladder, railings, brackets, gates and similar works.	13.00	Kg	51.20
12	Brick flat soling	4.04	M ²	102.50
13	Cement concrete flooring 1:2:4 (1cement : 2coarse sand : 4graded stone aggregates) finished with a floating coat of neat cement including cement slurry but excluding the cost of nosing of steps etc. complete: 40 mm thick with 20 mm nominal size stone aggregates.	4.31	M ²	192.95
14	12mm cement plaster finished with a floating coat of neat cement of mix: 1:4 (1cement : 4fine sand).	5.30	M ²	97.90
15	12mm cement plaster of mix: 1:6 (1cement : 6fine sand).	175.42	M ²	67.65
16	15mm cement plaster on the rough side of single or half brick wall of mix: 1:6 (1cement : 6coarse sand).	145.21	M ²	84.55
17	Colour washing such as green, blue or buff to give an even shade: New work (two or more coats) with a base coat of white washing with lime.	329.41	M ²	9.30
18	Fencing with angle iron post at required distance embedded in cement concrete blocks, every 15th post, last but one end post and corner post shall be strutted on both sides and end post on one side only and provided with horizontal lines and two diagonals interwoven with horizontal wires, of barbed wire 9.38 kg per 100 m (min) between the two posts fitted and fixed with GI staples, turn buckles etc. complete. (Cost of posts, struts, earth work and concrete work to be paid for separately): Payment to be made per metre cost of total length of barbed wire used: With GI barbed wire.	424.00	Mtr	8.45

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SI	Description of items	Qty	Unit	Rate
19	Providing and laying cement concrete in retaining walls, return walls, walls (any thickness) including attached pilasters, columns, piers, abutments, pillars, struts, buttresses, plinth, string or lacing courses, parapets, copings, bed blocks, anchor blocks, plain window cills, fillets etc. up to floor five level, excluding the cost of centering, shuttering and finishing: 1:2:4 (1cement: 2coarse sand : 4graded stone aggregates 20 mm nominal size).	0.012	M ³	3759.10
20	Structural steel work in single section	150	Kg	4.46
21	Providing and laying cement concrete of specified grade excluding the cost of centering and shuttering in all works up to plinth level : 1:3:6 (1 cement : 3coarse sand : 6graded stone aggregates 20 mm nominal size).	1.95	M ³	2791.05
22	Dismantling old plaster or skirting including raking out the joints and cleaning the surface for plaster and disposal of rubbish to the dumping ground within 50 metres lead.	37.50	M ²	8.20

Dy. General Manager (Civil)
Block-II Area

Rate quoted in figure

% above/below (in words)

Name & address of Contractor:

Details of earnest money

Signature of Contractor:

Bill of quantity for Maintenance of rose garden & area around library at NNTS

SI	Description of items	Qty	Unit	Rate
1	Maintenance of garden/area by watering , removing weeding, removal of unwanted materials keeping complete area cleaned by sweeping, trimming of plant etc as per instruction of Engineer In-charge.	12.00	Month	10764.00
2	Supplying and planting rose flower plants	50.00	Each	40.00
3	Seasonal flower	200.00	Each	20.00
4	Hedge plants	100.00	Mtr	4.00
5	Supplying & spraying chemical (insecticide/fungicide etc & fertilizer etc)	12	Month	125.00
6	Supplying and stacking at site dump manure from approved source, including carriage up to 1km (manure measured in stacks will be reduced by 8% for payment): Screened through sieve of I.S. designation 20mm.	30.00	M ³	82.90
7	Mixing earth and sludge or manure in proportion specified or directed.	30.00	M ³	7.85
8	Spreading of sludge, dump manure or/and good earth in required thickness (Cost of sludge, dump manure or/and good earth to be paid for separately).	30.00	M ³	11.60

Dy. General Manager (Civil)
Block-II Area

Rate quoted in figure

% above/below (in words)

Name & address of Contractor:

Details of earnest money

Signature of Contractor:

Bill of quantity for Repairing of Warf wall at Kessurgarh Siding of Block-II Area

SI	Description of items	Qty	Unit	Rate
1	Earth work in excavation by mechanical means (Hydraulic excavator)/manual means foundation trenches, drain not exceeding 1.5 m in width as well as 10 sqm on plan including dressing of sides and ramming of bottom, lift up to 1.5 m including getting out the excavated soil and disposal of surplus excavated soil as directed within a lead of 50 m. (Soft/Ordinary Rock).	41.21	M ³	162.65
2	Brick work with FPS bricks of class designation 75 in foundation and plinth using cement mortar 1:4 (1cement : 4coarse sand).	45.61	M ³	2178.65
3	Providing and laying in position specified grade of reinforced cement concrete excluding the cost of centering, shuttering, finishing and reinforcement in all works up to plinth level: 1:2:4 (1cement : 2coarse sand : 4graded stone aggregates 20 mm nominal size).	8.527	M ³	3359.60
4	Reinforcement for RCC work including straightening, cutting, bending, binding and placing in position complete: Cold twisted bars.	512.00	Kg	42.70
5	Centering and shuttering including strutting, propping etc. and removal of form for lintels, beams, plinth beams, girders, bressummers and cantilevers.	21.12	M ²	162.65
6	12mm cement plaster of mix: 1:4 (1cement : 4fine sand).	45.00	M ²	77.55

Dy. General Manager (Civil)
Block-II Area

Rate quoted in figure

% above/below (in words)

Name & address of Contractor:

Details of earnest money

Signature of Contractor:

Bill of quantity for Repairing of Thana Building at Baghmara

SI	Description of items	Qty	Unit	Rate
1	Earth work in excavation by mechanical means (Hydraulic excavator)/manual means foundation trenches, drain not exceeding 1.5 m in width as well as 10 sqm on plan including dressing of sides and ramming of bottom, lift up to 1.5 m including getting out the excavated soil and disposal of surplus excavated soil as directed within a lead of 50 m. (All kinds of soils).	11.15	M ³	103.40
2	Providing and laying cement concrete of specified grade excluding the cost of centering and shuttering in all works up to plinth level : 1:4:8 (1cement : 4 fine sand : 8graded stone aggregates 40 mm nominal size).	0.61	M ³	2296.15
3	Brick work with FPS bricks of class designation 75 in foundation and plinth using cement mortar 1:6 (1cement : 6coarse sand).	4.87	M ³	2007.00
4	Brick work with FPS bricks of class designation 75 in superstructure above plinth level up to floor V level in all shapes and sizes in cement mortar 1:6 (1cement : 6coarse sand).	3.03	M ³	2315.00
5	Half brick masonry with FPS bricks of class designation 75 in superstructure above plinth level up to floor V level in cement mortar 1:4 (1cement : 4coarse sand).	9.39	M ³	289.68
6	Reinforced cement concrete work in beams suspended floors, roofs having slope up to 15 degrees, landings and balconies, chhajjas, shelves, lintels, bands, plain window sills, staircases and spiral staircases up to floor five level excluding the cost of centering, shuttering, finishing and reinforcement: 1:2:4 (1cement : 2coarse sand : 4graded stone aggregates 20 mm nominal size).	2.34	M ³	3673.85
7	Centering and shuttering including strutting, propping etc. and removal of form for suspended floors, roofs, landings, balconies and access platform.	21.00	M ²	187.35
8	Reinforcement for RCC work including straightening, cutting, bending, binding and placing in position complete: Cold twisted bars.	135.00	Kg	42.70
9	6mm cement plaster of mix 1:3 (1cement : 3 fine sand).	5.26	M ²	62.15
10	Dry brick on edge flooring in required pattern with bricks of class designation 75 on a bed of 12mm mud mortar including filling joints with Jamuna sand (F.P.S. bricks) complete.	36.60	M ²	195.78
11	Providing and laying cement concrete of specified grade excluding the cost of centering and shuttering in all works up to plinth level : 1:2:4 (1cement : 2coarse sand : 4graded stone aggregates 40 mm nominal size).	2.28	M ³	3194.10
12	12mm cement plaster finished with a floating coat of neat cement of mix: 1:4 (1cement : 4fine sand).	39.00	M ²	97.90
13	12mm cement plaster of mix: 1:6 (1cement : 6fine sand).	46.00	M ²	67.65
14	Colour washing such as green, blue or buff to give an even shade: New work (two or more coats) with a base coat of white washing with lime.	46.00	M ²	9.30
15	25 mm P.S flooring	2.00	M ²	86.05
16	Providing and fixing white vitreous china water closet squatting pan (Indian type): Long pan pattern W.C. pan of size 580mm.	2.00	Set	1219.65
17	Providing and fixing soil, waste and vent pipes: 100 mm dia Sand cast iron S&S as per IS:1729.	5.20	Mtr	451.00
18	Providing and fixing plain bend of required degree: 75 mm Sand cast iron S&S as per IS:1729.	3.00	Mtr	175.15
19	Providing and fixing single equal junction of required degree: 100x100x100 mm sand cast iron S&S as per IS:1729.	2.00	No	323.50
20	Providing and fixing plain bend of required degree: 100 mm Sand cast iron S&S as per IS:1729.	1.00	No	222.45
21	Providing wood work in frames of doors, windows, clearstory windows and other frames wrought framed and fixed in position :Sal wood.	0.033	M ³	30511.90
22	Providing 40x5 mm flat iron hold fast 40 cm long including fixing to frame with 10 mm diametre bolts, nuts and wooden plugs and embeddings in cement concrete block 30x10x15 cm 1:3:6 mix (1cement : 3coarse sand : 6graded stone aggregate 20 mm nominal size).	6.00	No	61.50
23	Providing and fixing panelled or panelled and glazed shutters for doors, windows and clearstory windows including ISI marked black enameled M.S. butt hinges with necessary screws excluding paneling which will be paid separately: 35 mm thick shutter with Kiln seasoned and chemically treated hollock wood.	1.08	M ²	899.70

SI	Description of items	Qty	Unit	Rate
24	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade: Two or more coats on new work.	3.51	M ³	51.90
25	Distempering with oil bound distemper of approved brand and manufacture to give an even shade: Old work (one or more coats).	339.00	M ²	14.90
26	White washing with lime to give an even shade: Old work (two or more coats).	1436.00	M ²	4.10
27	Finishing walls with water proofing cement paint of required shade: Old work (one or more coats applied @ 2.20 kg/10 sqm) over priming coat of primer applied @ 0.80 litres/10 sqm complete including cost of priming coat.	1741.00	M ²	10.75
28	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade: One or more coats on old work.	282.00	M ²	22.82
29	12mm cement plaster of mix: 1:6 (1cement : 6fine sand).	32.00	M ²	67.65
30	12mm cement plaster of mix: 1:4 (1cement : 4fine sand).	28.00	M ²	77.55
31	Cement concrete flooring 1:2:4 (1cement : 2coarse sand : 4graded stone aggregates) finished with a floating coat of neat cement including cement slurry but excluding the cost of nosing of steps etc. complete: 40 mm thick with 20 mm nominal size stone aggregates.	15.00	M ²	192.95

Dy. General Manager (Civil)
Block-II Area

Rate quoted in figure

% above/below (in words)

Name & address of Contractor:

Details of earnest money

Signature of Contractor:

General Conditions

1. Any Bids received after the deadline prescribed in the notice due to any reasons whatsoever will not be accepted.
2. Quotations thus submitted shall consist of the following:
 - i) Complete set of price bid/ document as sold, duly filled in and signed on all pages
 - ii) Particulars of Registration with Sales Tax Authorities/ TIN
 - iii) PAN (Permanent Income Tax Account Number)
 - iii) Earnest money deposit (as specified in the Notice)
 - iv) Experience as per the Quotation Notice
 - v) The Performa duly filled in for collecting payment through electronic mode including electronic fund transfer and authenticated by concerned Bank officials is to be submitted.
3. The bid shall be submitted in two separate envelopes.
Envelope- I - Should contain EMD and other required papers as per eligibility criteria.
Envelope –II - Should contain only price bid.
Thereafter, all the two envelopes should be submitted in one sealed envelope.
Quotation will be opened in presence of tenderers or their authorized representatives
4. The earnest money will be retained in the case of successful tenderer and refunded to the unsuccessful tenderer as promptly as possible after opening of price bid and finalization of the tender and will not carry any interest. The earnest money shall be refunded without waiting for any application or request from unsuccessful bidders. The Earnest Money of the successful bidders will be retained by the department as part of the security deposit for due fulfillment of the contract and will not carry any Interest
5. Every tenderer is expected, before quoting his rates, to go through the requirements of materials/workmanship under specification/requirements and conditions of contract and to inspect the site/area of the proposed work.
6. Corrections where unavoidable, shall be made by crossing out and rewriting duly authenticated with full signature and date by the tenderer. Erasing or over-writing in the tender documents may disqualify the tender.
7. The work should be completed within specified time as per the quotation notice from expiry of ten (10) days from the issue of letter of acceptance of tender/work order or handing over the site .
8. On completion of the work all rubbish, debris, brick bats etc. shall be removed by the contractor(s) at his/their own expense and the site cleaned and handed over to the company.
9. The Company does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders without assigning any reasons whatsoever and to split up the work between two or more tenderers or accept the tender in part and not in its entirety.
10. If a Tenderer deliberately provides wrong information or submits false credentials in support of his qualifications, the Company reserves the right to terminate/rescind the contract, forfeit the EMD and other dues of the contractor and to take any other action as may be deemed fit
11. On receipt of letter for acceptance of the tender issued by the Company, the successful tenderer shall execute work order in the company's prescribed form for the due fulfillment of the contract. Failure to enter into the work order within specified period in the LOA shall entail cancellation of letter of acceptance forfeiture of the earnest money. The written work order to be entered into between the contractor and the company shall be the foundation of the rights of both the parties and the contract shall not be deemed to be executed until the work order is signed/ accepted by both the parties i.e. Contractor and the Company.
12. The Company reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.
13. No subletting of work as a whole by the contractor is permissible. Subletting of work in piece rated jobs is permissible with the prior approval of the department.
14. They should submit Power of Attorney of the person signing the Tenders, if Partner / Proprietor of the firm not signing the Tenders.

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

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

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

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

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

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

21. Any Bids received after the deadline prescribed at the Notice due to any reasons whatsoever, will not be accepted.

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

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

24. The refund of security deposit shall be subject to company's right to deduct/ appropriate its due against the contractor under this contract or under any other contract. On completion of the entire work as certified by the Engineer-in-charge, one half of the security deposit remaining with the company shall be refunded. The other half shall be refunded to the contractor after issue of No Defect Certificate by the Engineer-in-Charge. on the expiry of defect Liability Period of six months , subject to the following.

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

25. Settlement of dispute-

(a) It is incumbent upon the contractor to avoid litigation and disputes during the course of execution. However, if such disputes take place between the contractor and the department, effort shall be made first to settle the disputes at the company level. The contractor should make request in writing to the Engineer-in-charge for settlement of dispute failing which no disputes/ claims of the contractor shall be entertained by the company.

(b) In spite of above, In case the contractor enters into litigation, such action should have to be taken in a court of law with jurisdiction over the place where the subject work is to be executed.

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

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

27. Time is the essence of the contract and as such all the works shall be completed within the time stipulated in the NIT/ Work-order

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

28. The validity period of the tenders shall be 4 (four) months from the date of opening of price bid or revised price bid, if any The tenderer shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender or any terms/conditions thereof without consent in writing of the company.

In case the tenderer violates to abide by this, the Company will be entitled to forfeit the Earnest Money and reject the tender.

29. Banned or delisted Contractors: They are not eligible to participate in the tender. In case it is found afterwards, suitable action shall be taken against them including termination of contract and forfeiting the dues.

30. 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 3 (three) hours of such orders.

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

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

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

33. The contractor shall be registered with the concerned State Govt. and the Central Govt. in respect of Sales Tax Act and the certificate having details of Registration No/TIN with updated period of validity etc. should be maintained by them.

34. The terms and conditions as mentioned in the tender document are only indicative. For any other matter not mentioned in this tender/Quotation document the guidelines of the prevailing ``CIVIL ENGINEERING MANUAL" of "COAL INDIA LIMITED" shall be referred.

Dy GM(Civil)
Block-II Area