

BHARAT COKING COAL LIMITED
(A Subsidiary of Coal India Limited)
Office of the General Manager, Katras Area
P.O. Sijua Distt. Dhanbad - 828121.

Ref. No. BCCL/GM/IV/Civil/Tender/11-12/ **2867**

Dated: 01.09.2011.

TENDER NOTICE

Sealed tender in two parts (part-I & II) on overall percentage rate basis are invited from experienced and eligible contractors for taking up the following works:-

Sl. No.	Nature of Job & Location	Estimated Cost	Earnest Money	Cost of Tender Paper	Time of Completion
1.	Construction of under-ground Dam at 7 th & 8 th WL of X seam at Katras Choitudih Colliery under Katras Area.	Rs.14,52,491.43	Rs.14,525/-	Rs.500/-	6(Six) Months...

Issue of tender documents – begins on **23.09.2011**

Closes on: 03.10.2011.

(Issue of tender documents will be done on all working days during working hours except on Sundays and Holidays). In the event of the specified date for submission/ opening of bids declared a holiday by the employer, the bids will be received /opened on the appointed time on the next working day.

Date and time of receipt/opening of tender

a) The tenders will be received on **07.10.2011** from 10.00A.M. to 3.00 P.M. in tender box kept at

i) Office of Astt. Commandant, CISF camp, Angarpathara

ii) CISF Post, near Koyala Bhawan gate, Koyala Nagar, BCCL, Dhanbad in Box marked Katras Area –IV.

iii) Office of CISF in the campus of the General Manager, Sijua Area.-V.

iv) CISF post in the office of the General Manager, Govindpur Area-III.

b) The tenders received will be opened on **10.10.2011** at **4.00 P.M.** in the office of Chief Manager (Civil)/ ACE, Katras Area.

Eligibility Criteria:-

- 1) The intending tenderer must have its name as a prime contractor experience of having successfully completed similar nature job during last 7(Seven) years ending last day or month previous to the one in which bid applications are invited (i.e. eligibility period) should be either of the following:-
 - i) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost.
OR
 - ii) Two similar completed works each costing not less than the amount equal to 50% of the estimated cost.
OR
 - iii) One similar completed works each costing not less than the amount equal to 80% of the estimated cost.
- 2) Similar works Means: - **Construction of R.C.C Dam in underground mines.**
- 3) Average annual financial turnover of civil works during last three years ending 31st March of the previous financial year should be at least 30% of the estimated cost.

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

Note: - i.) Provision under eligibility criteria under sl.no.1 shall also include those similar works which have been started earlier than eligibility period of tender but completed during the eligibility period as per NIT.

ii) As per eligibility criteria specified under Sl.No.1 pre-qualification shall be done based on experience of the successfully completed works and not on experience of works in progress.

iii) The tender documents can be had from the office of the Area Civil Engineer, Katras Area IV, BCCL, after depositing of requisite cost of tender paper in form of cash (Non-refundable) with Cashier/Dy.F.M./Sr. F. O., Katras Area Office from **23.09.2011 to 03.10.2011 during office hours.**

iv) **No tender** will be issued or submitted by postal means.

Completed sealed tender documents ((Part-I & II) should be submitted at the same time.

v) **Part-I** shall consist of terms and conditions of the tender, additional terms and conditions if any, **technical bid** and credentials.

vi) **Part-II** shall consist of tender documents as sold to the tenderers duly filled in for rates, amounts etc. i.e. **price bid.**

The earnest money deposit is to be submitted in a separate envelope altogether super scribing “Earnest Money Deposit” (Earnest Money to be submitted in form of cash or bank draft of Nationalized bank/ scheduled commercial bank approved by Reserve Bank of India in favour of Bharat Coking Coal Ltd., payable at Dhanbad.)

The bid shall be submitted in three/four separate envelopes.

Envelope I should contain E M D.

Envelope II should contain cost of tender paper if down loaded from web site.

Envelope-III should contain part-I of Tender documents.

Envelope-IV should contain Part-II i.e. Price Bid.

Thereafter, all the four/three envelopes should be submitted in one sealed envelope.

vii) Part-I of the Tender will be opened **on 10.10.2011 at 4.00 P.M.** in the presence of intending tenders or their authorized representatives in the office of Area Civil Engineer, Katras Area. Part-II will be opened only after the acceptance of part-I (Technical Bid) and after obtaining approval of the competent authority.

- 4) The Management of BCCL reserves right to reject any or all of the tenders without assigning any reasons whatsoever and to split up and distribute the work among the tenderers.
- 5) No materials will be supplied by the deptt for this work and will be responsibility of the contractor for procurement of the same at his own cost and risk.
- 6) Issuance of tender documents does not mean that the parties are considered qualified.
- 7) Late or delayed tender shall not be considered.
- 8) An Affidavit on Non Judicial Stamp Paper before Notary Public regarding:-
 - a) Genuineness of the documents submitted and
 - b) They have not been banned or de-listed by any Govt. or Quasi Govt. Agencies or PSU's should be submitted along with the tender document in Part-I.
- 10) Performa for collecting payment through ELECTRONIC MODE duly filled in and authenticated by concerned bank official.
- 11) The validity of the tender will be 120 days from the date of opening of price bid or revised price bid, if any.
- 12) Conditional tenders will not be considered.
- 13) Contractors have to abide by the Central Labour Regulation Act.1970 & Allied Labour Laws amended upto date.
- 14) The tenderers have to submit Income tax clearance certificate/PAN No. of Income tax.
- 15) The tenderers have to submit the copy of Sales Tax clearance certificate duly attested by a **Gazetted Officer of the Govt. (Central or State)** & TIN No.

The complete Bid documents will be available on the website of the company, www.bccl.gov.in for the purpose of downloading and tender submitted on such downloaded bid documents shall be considered valid for participating in the tender process

- 16) The company shall not be responsible for any delay/difficulties/in-accessibility of the downloading facility for any reasons whatsoever. The downloading facility shall be available during the period of sale of tender paper only.
- 17) The bidders, who will download the tender documents from the website of the company, will be required to pay the cost of tender paper (Application fee) by Bank Draft (prepared not before or after the sale period of tender document as mentioned in NIT) as per NIT at the time of submission of tenders.
- 18) The bidders will be required to submit an undertaking that they will accept the tender documents as available in the website and their tender shall be rejected, if any tampering in the tender documents is found to be done at the time of opening of tender.
- 19) The Bank Draft towards the cost of tender documents (Application fee) and the undertaking of the tenderer as at Sl. No. (18) Shall be submitted in a separate envelope marked 'Cost of Tender Documents' and the undertaking and not with part-I/EMD.
- 20) In case of any discrepancy between the tender documents downloaded from the website and the master copy available in the office, the later shall prevail and will be binding of the tenderers. No. claim on this account will be entertained.
- 21) Estimated quantity and site conditions, or the other documents such as general terms and conditions, general specifications, responsibility of the contractor, additional safety measures etc. may be seen at the office of the undersigned which will be applicable to the contact.
- 22) The bidders are required to sign the Integrity pact as per format given in tender document Part-I.

Name of the Independent External Monitor	Address of Independent External Monitor
i) Sri D. Bandopadhyay, IAS(Retd.)	GD-89, Sector-III, Salt Lake, Kolkata-700016
ii) Justice Ashokj Kumar Chakraborty, (Retd.)	BB-69, Sector-I, Salt Lake, Kolkata-700064

Area Civil Engineer,
Katras Area

Distribution:-

- 1) The C.V.O., BCCL, Koyla Bhawan, Dhanbad.
- 2) G.M. (Civil), Civil HQ, Koyla Nagar, Dhanbad.
- 3) General Manager (Administration), Koyla Bhawan, BCCL
- 4) Manager (EDP), BCCL, KatrasArea for publication of tender in website.

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5) The Public Relation Officer, BCCL, Koyla Bhawan, Dhanbad.-with 5 copies of NIT for publication of the same in approved News papers as per norms of the company.

NIT Ref No BCCL/GM/IV/Civil/Tender/11-12/2867

Dated: 01.09.2011.

Tender for the following work/works are invited by Civil Engg. Deptt, BCCL Katras Area.on behalf of BCCL Management- Construction of Under-Ground Water Dam at 7th & 8th WL of X Seam at Katras Choitudih Colliery under Katras Area.

Estimated cost.	Earnest Money	Cost of Tender Paper	Time of completion
Rs.14,52,491.43	Rs.14,525.00	Rs.500.00	6(Six) months.

All other details i.e. Estimated cost of work, Completion period, Cost of EMD,etc. cab be seen on Company's Website www.bccl.gov.in

The sale period of tender documents : from 23.09.2011 to 03.10.2011.

Date of receipt of tender : on 07.10.2011 from 10.00AM to 3.00 PM.

Date of opening of Tender : on 10.10.2011 at 4.00 PM

6) General Manager, Katras Area

7) Addl.G.M./AFM/APM/A.M.(Planning)/A.M.(Safety), Katras Area,

8) All Area CGM/GM's, Areas & Projects of BCCL & CCWO

9) All Area Civil Engineers, Area-I to XII, Sudamdih, Moonidih, PB. Area, Block-II, EJ. & W J. Areas, CWO.

9) All Project Officers, Collieries of Katras Area.

10) Asstt. Commandant, CISF Camp Angarpathra- with a request to depute Security personnel during the time period of receiving of tender near tender box and sealing the box at the time mentioned in NIT.

11) Inspector In-Charge, CISF Post, Koyla Bhawan Gate BCCL Dhanbad -for necessary arrangement at his end.

12) Inspector In-Charge, CISF Post, Area Office, Govindpur Area-III.

13) Inspector In-Charge, CISF Post, Area Office, Sijua Area-V.

14) The Builders Association of India, Akashkinaree Kanta, P.O. Katrasgarh, Dhanbad.

15) Dy.F.M./Sr. FO/Sr.Manager (Civil), Katras Area.

16) Cashier, Katras Area.

17) Notice Board, Katras Area.

18) Tender file.

19) LEO(C), Katrasgarh.

20) The Secretary, Chhatabad Malkera, Adarsh Sharmik Sahyog Samitee Ltd.

5, Chhatabad at Malkera Road, P.O. Katrasgarh, Dhanbad

PART -II

**Bill of Quantity Construction of under-ground Dam at 7th & 8th
WL of X seam at Katras Choitudih Colliery under Katras Area.**

Sl. No.	Item	Quantity	Unit	Rate	Amount
1.	Recess cutting in coal of required size	32.00 M3	/M3	149.85	4,795.20
2.	Recess cutting in stone of required size all complete..	45.00 M3	/m3	325.25	14,636.25
3.	Reinforced cement concrete work in walls (any thickness), including attached pilasters, buttresses plinth and string courses, fillets, columns, pillars, piers, abutments, posts and struts etc. up to floor five level excluding cost of centering, shuttering, finishing and reinforcement: 1:1.5:3 (1 cement,1.5 coarse sand, 3 graded stone aggregate 20mm.nominal size).	122.00 m3	/m3	4092.35	4,99,266.70
4.	Reinforcement for R.C.C. work including strengthening, cutting, bending, placing in position and binding all complete.(Tor steel).	20,500 Kg.	/Kg.	42.70	8,75,350.00
5.	Centering and shuttering including strutting, propping etc. and removal of form for – Walls (any thickness) including attached pilasters, buttresses, plinth and string courses etc. complete job.	74.00 M2	/m2	180.40	13,349.60
6.	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering- All work upto plinth level. 1:2:4 (1 cement:2 coarse sand: 4 graded stone aggregate 20mm.nominal size)	4.378 M3	/m3	3257.45	14,261.11
7.	Stablisation of Dam sides with cement injection as per instructions of the E/Inch. all complete job.	34.03 m2	/m2.	278.67	9,483.14
8	Carriage of materials by manual lead upto 400 meters. a) Cement b) Steel Reinforcement c) Sand d) Stone chips	40.39 M.T. 20.50 M.T. 53.07 M3. 106.14 M3	/M.T. /M.T. /m3 /m3	50.02 107.46 107.57 107.57	2,020.30 2202.93 5708.73 11,417.47
				total	Rs.14,52,491.43

Total= Rupees fourteen lakh fifty two thousand four hundred ninety one and paise forty three only

----- () % above/below the estimated cost

In figure

in words

Signature of contractor/tenderers

signature of officer
Issuing Authority

BHARAT COKING COAL LIMITED
(A Subsidiary of Coal India Ltd.)
Office of the General Manager, Katras Area IV
P.O. Sijua, Dist. Dhanbad (Jharkhand)
TOP SHEET OF TENDER DOCUMENTS

- 1 Name of the work :- Construction of under ground Dam at 7th & 8th WL of X seam at Katras Choitudih Colliery under Katras Area.
- 2 Place of work :- Katras Choitudih Colliery under Katras Area.
- 3 Tender Notice No./date :- BCCL/GM/IV/Civil/Tender/11-12/ 2867 dt 01.09.2011
- 4 Date and time of issuing of tender documents :- Issue of tender documents –
Begins on : 23.09.2011
Closed on : 03.10.2011
- 5 Date and time of submission of tender documents :- 07.10.2011 from 10.00 A.M.to 3.00 P.M.
- 6 Date of time of opening of tender documents :- 10.10.2011 at 4.00 P.M.
- 7 Name of consultant, if any :- NIL
- 8 Name and address of the company, issuing tender :- BCCL, Katras Area IV
- 9 Estimated Cost :- Rs.14,52,491.43
- 10 Earnest Money :- Rs.14,525/- M.R. No..... dt-----
Cost of tender paper :- Rs.500/- M.R. No..... dt.....
- 12 Time of completion :- Six months.
- 13 Name and address of the Agency, issuing tender -

M/S./Sri
Address :

Signature of the Tenderer.
Date

Signature of the Officer,
Issuing Authority

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

All tenderer should furnish the following information along with tenders.

- 1) Name of the tenderer
- 2) Whether individual, partnership or Limited Company.
- 3) Postal address of the company proprietor together with their telephone No./Mobile No. etc.
- 4) In respect of partnership, limited company, the name of other partners/directors, together with their address
- 5) List of other firm/partnerships doing the business in BCCL where in the above firm/partners/directors are concerned with.
- 6) Whether proprietors/partners/directors are connected with any employees working in BCCL, if so the details of the employee designation and place of posting.
- 7) Any contract is carried on in BCCL, by the above firm/proprietor /partnership / limited company in his own name and if so, the details of the contract being executed.
- 8) Details of the Sales Tax registration No. if any and Income Tax/PAN No.
- 9) Whether the proprietor/partnership firm/ company as an Income-Tax assessee and if so, the year up to which the last assessment has been made (Income-Tax clearance certificate/ Xerox copy of Pan Card No. should be enclosed).

These details will form a part of the tender paper.

Failure to fill up these data will mean automatic rejection of the tender.

Signature of the Tenderer

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

Certificate to be furnished by the tenderer

I/We hereby certify and a solemnly confirmed that I/We am/are not related to any employee of BCCL/CIL directly/ indirectly. In the event of my/our declaration being found false either at the time of submitting the tender of thereafter the department will reserve the full right to treat my/our tender cancelled without assigning reasons what-so-ever and without any further reference to me/us.

Signature of the Tenderer

**PROFPRMA FOR COLLECTING PAYMENT THROUGH ELECTRONIC
MODE INCLUDING ELECTRONIC FUND TRANSFER (EFT) AND ELECTRONIC
CLEARING SYSTEM (ECS)**

(To be submitted in triplicate)

1	VENDOR/SUPPLIER/CONTRACTOR/ CUSTOMER NAME & ADDRESS (With telephone&Fax no)	
2	A.BANK NAME	
	B.BRANCH NAME (including RTGS code	
	Address	
	Telephone no. Fax no.	
	C) 9 – Digit Code Number of the Bank & Branch (Appearing on the MICR Cheque issued on the bank) or 5 digit code number of SBI..	
	d) Account Type (S.B. Account/Current Account or Cash Credit with code 10/11/13)	
	e) Ledger No./Ledger Folio No.	
	f) Account Number (Core Banking) & Style of Account. (As appearing on the cheque Book)	

3. DATE OF EFFECT:-

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

Date:-

(_____)

Signature of
customer/vendor/supplier/contractor

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

(_____)

Signature of the authorized officials of the Bank

ANNEXURE - A

GENERAL TERMS AND CONDITION

1. Definitions:-

- i) The word `company> wherever in the conditions means, the Bharat Coking Coal Limited, represented at B.C.C.L. Head Quarter by the CE(C) HQ of the B.C.C.L, Head quarters or his authorised representative or any other officer specially deputed for the purpose.
- ii) The word Contractor/Contractors wherever occurs means successful tender/tenderers that has/have deposited the necessary Earnest money and has/have been given written intimation about the acceptance of tender.

2. Responsibilities of the Contractor/Contractors

- i) The BCCL, reserves the right to 1st other contracts 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 keep on the work during the progress a competent superintendent and necessary, assistant who shall represent the Contractor (s) in his /their absence in pert ant directions shall be confirmed to the contractor(s) in writing. If the Contractor/Contractors in course of the work finds/find any discrepancy between the drawing forming part of the contract documents and the physical condition of the locality or any omissions or commissions in drawings except those prepared by himself/themselves and not approved by the Engineer in-charge it shall be his their duty to immediately inform the Engineer in charge in writing and the Engineer-in-charge shall verify the same, Any work done after such discovery and without intimation above will done at the risk of the Contractor/Contractors.
- iii) The Contractor/Contractors shall employ only competent skillful and orderly men to do the work. The Engineer-in-charge shall have 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.

- iv) Precautions shall be exercised at all times for the protection of persons (including employers) and property. The safety required or recommendation by all applicable laws codes, status and regulation will be observed in case amendments imposed by the workman's compensation act or any other similar laws in force, and shall indemnify the company against any claim on this account.

All scaffoldings, ladders and such others structures which the workmen are likely to use shall be examined by the Engineer - in-charge or his authorised representative whenever they want and the structure must be strong, durable and of such design as required by them. in any structure condemned by the Engineer in-charge or his authorised representatives shall be kept on the work and such work must be pulled down within three hours of such condemnation and any certificates of instruction, however, shall in no way detract the contractor/contractors from his/their their responsibility as an employer as the company shall in no way be responsible for the claim.

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

- v) The Contractor/Contractors shall familiarize themselves with and be governed by all laws and rules of Indian and Local statues and orders regulations applicable to his/their work.
- vi) Building for the sanitary necessities of all persons employed on the work shall be constructed and maintained in the number, manner and place approved or

ordered by the Engineer-in-charge. The Contractor/Contractors shall vigorously prohibit committing of nuisance at any other place cost of all work under this item shall be covered by the Contractor/Contractors tendered rates.

- vii) The Contractor/Contractors shall furnish the Engineer-in-charge or his authorized representative with work reports from time to time regarding the Contractor/Contractors organization and the progress made by him/them in the execution of the work as per the contact agreement.
 - viii) All taxes whether Local Municipal provincial or central etc and cess, royalty etc. those are payable or may become payable shall be the Contractor/Contractors account and shall be deemed to have been included in the tender for the work to be executed by him/them. The Contractor/Contractors will have to produce a certificate from the appropriate authorities of the State Govt.. to the effect that all dues about royalties have been paid. This certificate will have to be produced before the final payment made security released.
- 1) On account of manufacturer bricks or collection of minor minerals in area (both virgin and non virgin) acquired by the company under the coal act the contractor will have to produce a royalty clearance certificate from the District Authority before full and final payment.
 - 2) In case the company land is used for manufacture of bricks or extraction of gravels etc the contractor will have to any compensation to the company (apart from the liability of the contractor to make the payment or royalty etc. to the State Govt.) at the same rates of royalty fixed by the State Govt. or an appropriate deduction may be made in rate to be paid to the contractors.

- ix) The Contractor/Contractors shall make his their own arrangement for all materials tools staff and labour required for the contract which shall include cost of lead lift loading unloading, railway freight recruiting expenses and any other charge for the completion of the work to the entire satisfaction of company.
- x) The Contractor/Contractors shall make their own arrangement for carriage of all materials to the work site at his/their own cost and supply of all water required for the contracted work and drinking water to his/their workmen.
- xi) The work shall not be able to any other party, unless approved by Engineer in charge in writing.
- xii) No fruit trees or valuable plant or trees with truck Demeter exceeding 6 inch. shall be pulled, destroyed or damaged by the Contractor/Contractors or any of his/their employees without the prior permission of the company, failing which the cost of such trees or plant shall be deducted from the contractor's / contractor's dues at the rate to be decided by the Company. The rates quoted are supposed to include clearance shrubs and Jungles and removal of such trees upto 6 inch dia as well be permitted by the Engineer in -charge in Writing.
- xiii) The contractor/contractors shall not pay less the minimum Wages to the labourers engaged by him/ them as per minimum wages Act or such other legislations or award or the minimum Wages fixed by the respective state govt. as may be in force and in this matter the decision of the company shall be final and binding.
- xiv) All account 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 laboures considered necessary and the Company may arrange for witnessing the payment to the labourer by its repetitive.

xv) The contractor / contractors shall in addition to any indemnity provided law indemnity the company against all liabilities whatsoever arising out of the workmen's Compensation Act. 1923 or any enactment and amendements there and shall be wholly responsible for observance of all statutory rules and regulations under any act or award of Govt. to force in matters relating the employment, payment and retrenchment of labour.

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

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

3. Statement of Approximate Quantities, Variations, Additions Alterations Drawing Specifications.

The quantities noted in Schedule - A, are approximate and no claim shall be made against the Company for reduction enhancements of quantities.

Any item the work provided in the scheduled and found not necessary during the progress of the work may be omitted at the opt. on of the Company and no claim shall lie against the company on this accounts.

The executive Engineer shall have power to make any alterations in or additions to the original specifications, drawings. designs and instructions that may/ appear to him to be necessary or available during the progress of the work and the contractor / contractors shall bound the carry out the work in accordance with any instructions which might be given to them in writing signed by the Executive Engineer/Superintending Engineer and such alteration shall not invalidate the contract and any additional work with the contractor/ contractors on

the same condition in all respect on which they agreed to do the main work and at the same rate as are specified in the tender for the main work.

The time for the completion or work shall be extended in the proportion that the additional work bears to the original contracted work and the certificates of the Superintending Engineer / Sr. Executive Engineer / Executive Engineer-in-charge shall be conclusive as to such promotion and if the additional work includes day.

Class of work for which no rate is specified in the contract then rates shall be fixed as follow:

- (a) If the item exists in the company's schedule of rates it will be paid for at the scheduled rates plus or minus the percentage by which the tendered amount as quoted by the contractor/contractors for the whole work is above or below the estimated amount but;
- (b) If the said item does not exist in the company scheduled of rates then a new rate shall be framed by the Superintending Engineer Sr. Executive Engineer/ executive Engineer by analyzing on current market rates of material and labour involved in case of any 'differences between the contractor/contractors and the Superintending Engineer/ Sr. Executive Engineer / Executive Engineer as to the fixation of the rate the matter may be referred to the Chief Engineer (Civil) whose decision shall be final and binding on the contractor/ contractors.

PROVIDED ALWAYS THAT;

- (a) Contractor/ contractors shall be not be entitled to any payment for any additional work done unless he they have received order in writing from the Superintending Engineer/ Sr. Executive Engineer Executive Engineer for such additional work.
- (b) The contractor / contractors shall be bound to submit his their claim for any such additional work done during any month or before 15th day of the following month accompanied by the additional work done.

- (c) The contractor/ contractors shall not be entitled to any payment in respect of such additional work if he/they fail to submit his /their claim within the aforesaid period.

The work shall conform strictly to the drawings and specification. This will not however prejudice the Company's right to after increase modify. reduce or amend the work or any item thereof in which case the contractor/contractors will have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but for the reduction in work consequent upon such alteration or curtailment.

The work may be stopped at any time by Company giving the contractor or his agent on the works seven day's notice in writing and the measurement of the works shall be made by the Executive Engineer concerned at any time fixed by him writing subsequent to the expiry of the side notice The measurements shall be carried out at the said appointed time notwithstanding whether the contractor (s) is are present or nor On payment for work done and approved as ascertained by the said measurements the contractor (s) shall have no further claim against the company and the contractors shall not be entitled claim larger compensation of that account.

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

4. Rate ,materials, and workshop

The rates quoted shall be for finished work inclusive of all materials and labour

The company will have full and final authority to reject any material or work done to a defect there in and the contractor/contractor's shall forth with remedy the defects as his/ their own expense and no further work shall be done in connection with particular building or portion of the building or work till such time as the defect is removed to the entire satisfaction of the Engineer in charge.

If at any time a material of construction is declared unsuitable by the site and shall not be offered against or inspection or inclusion or exclusion in the construction.

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

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

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

All work under on in course or execution or executed in pursuance of the contract shall at times be open in inspection and supervision by the Engineer in charge or by the Chief Engineer or his authorised representatives and the contractor/contractors shall allow the same implement all instruction that may be given by the company from time to time.

The contractor/ contractors shall give not less than one week's notice to the company before covering up or otherwise placing beyond the reach of measurement any work in order that the same be measured and finally inspected and shall not be cover up or otherwise place beyond reach any work

without the written consent from the company failing which any such work may be uncovered at the contractor/ contractors.

5. Payment

On account payment may be made at intervals when the completion of the entire work is certified then one half of the total security deposit will be refunded to the contractor. The total accounting will be made and the contractor/ contractors shall draw final payment of all the money due or payable to them under or by virtue of the contract The other half of the security deposit will be retained and paid to the contractor/ contractors after period of six month or as soon as after the expiration of such period of six months, provided that in case of building work the above said amount shall be refunded after a period six months or at the end of one full monsoon whichever is later in of time. During the period of six months or one full monsoon season mentioned above the contract (s) shall be responsible to set right any defect or defects that might appear in the work and in case of building work the above amount shall be paid only after the buildings above proved to be complete water light during the full monsoon and all defects have proved to be case anything is found to have been paid in excess the contractor/ contractors shall return the same. NO interest is payable on amounts withheld under the item of the agreement . The company shall be at liberty to reduce from the security deposit of from any other sums due or to become due under this contact or under any other contract all suns that becomes due to the company all bills shall be per audited before payment, payments will be made by cheque only.

6. Date of commencement, Rate of Progress, Delays Forfeiture and Penalties.

The contractor/ contractors shall submit a construction schedule showing the order in which he /they propose (s) to carry out the work the date on which he/the will start the several salient features. (Including procurement of materials, plant any the contemplated dates for completing

the same. For the purpose of preparing the schedule, the work shall be deemed to have commenced on expiry of (ten) days from the date of issue of the letter of intent or from the date of handing over the site for the work whichever is later.

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

a) The time allowed for carrying out the work as enter in the contract agreement shall be strictly observed by the contractor/ contractors and the time of completion of the work shall be reckoned from ten days after the issue of the letter of acceptance of tender or from the date of handing over the site of the work which over is letter. The work shall throughout the stipulated period of the contract be carried on (time being deemed to be the of the pay as compensation an amount up to One percent of the amount of estimated cost of the whole work as shown by the tender for every that the work remained uncommenced or unfinished after the proper dates. IN the event of the contractor/contractors failing to complete with the rate of progress specified in the agreement they shall be liable to pay as compensation an amount upto 1 percent of the said estimated cost of the whole always that the entree amount of compensation to be paid under provision of this clauses shall not exceed of the compensation to be of estimated cost of the work as shown by the tender.

If the progress of any particulars portion of the work is unsatisfactory the Executive Engineer shall notwithstanding that the General Progress is satisfactory in accordance with clause 6 (a) be entitled to take action under the clause 6 (b) after giving contractor/contractors 10 days notice in writing and the contractor/contractors will have no claim for any loss sustained by them owing to such action.

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

7. Termination of contract.

The contract may be rescinded and the security deposit and other dues of his.

The contract the certificate of Executive Engineer as to the value of the work done shall be final and conclusive against the contractor /contractors .

7. Termination of contract.

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

On receipt of notice of termination of contract the contractor/contractors would be entitled to payment for work actually done except in case of conditions (iii) above and the amount to be paid will be decided by the company in the light of clause 6 (a) and (b) above.

8. Adjustment of the dues.

If any sum found due from & payable to company by the contractor/contractors in connection with any other contract/contracts the

company shall have right and liberty to adjust the same out of the dues under other contracts.

9. In respect of interpretation of any clause of item specification herein incorporated the interpretation of the GM(C) HQ will be final and binding.
11. Every tenderer will be required to produce particulars of Registration Licence of the competent authority under the contract Labour (Regulation & Abolition) Act. 1970.
12. The contractor/contractors shall during the currency other contract employ apprentices for specified period as may be required in writing by the Engineer in charge. The contractor/contractors shall train them as required under the apprentices Act, 1961 and shall be responsible for all the obligations of the employer under the said Act including the liability payment to apprentices as required under the S/C

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

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

1. 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.
2. 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.
3. The Principal will exclude from the process all known prejudiced persons.

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

Section 2 – Commitments of the Bidder/Contractor

- (1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
1. 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.
 2. 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.
 3. 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.
 4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or

credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
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 from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 – External Independent Monitor/Monitors (three in number depending on the size of the contract) (to be decided by the Chairperson of the Principal)

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

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to 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 intentions.

For the Principal

For the Bidder/Contractor

Place.....

Witness 1 :

Date

Witness 2 :

