TENDER DOCUMENT

FOR

Diversion of Chatkari Jore at Pandebera Section of Kujama Colliery of Bastacola Area, BCCL
BHARAT COKING COAL LIMITED
(A Subsidiary of Coal India Limited)
KOYLA NAGAR, DHANBAD 826005

TENDER DOCUMENT

PART – I

NAME & PLACE OF WORK: - Diversion of Chatkari Jore at Pandebera Section of Kujama Colliery of Bastacola Area, BCCL


Estimated Cost : Rs1,93,92,207.52=
Part - I :: Contains 80(Eighty) marked pages.

Name & place of Work : - **Diversion of Chatkari Jore at Pandebera**  
Section of Kujama Colliery of Bastacola Area, BCCL

Date & time of submission of Tenders : up to 15.30hrs. on 02.02.2009

Date & Time opening Of tender (Part-I ) : 16.00 hrs on 03.02.2009

Name & address of the Tenderer to whom issued.

________________________________________________________

________________________________________________________

________________________________________________________

Date of issue: __________________________________________

Cost of Tender document : Rs1500/- (non-refundable)

Cash Receipt No. & Date __________________________________

Signature of the Officer  
Issuing Tender document.
# Part - I

## Document

**Name of Work:-** Diversion of Chatkari Jore at Pandebera Section of Kujama Colliery of Bastacola Area, BCCL


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Nos. of Plates (drawings) enclosed - 02 (Two) Nos.

**PART – II (Price Bid)** 05(Five) Pages
TENDER NOTICE


1.0 Sealed item rate tenders are invited from reputed and experienced contractors for the following works:

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<td>Rs 1,93,92,207.52=</td>
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2.0 EARNEST MONEY

Rs. 1,93,900/- (Rs One Lakh Ninty Three Thousand Nine Hundred) only as Earnest Money / Bid Security is to be deposited in the form of irrevocable Bank guarantee (from Scheduled Bank) with validity 28 days beyond the validity of the Bid in the format given in chapter V of the Bid Document. Certified cheques and Demand drafts will also be acceptable as Earnest Money / Bid Security drawn in favour of Bharat Coking Coal Limited on any scheduled bank payable at its branch at Dhanbad. Earnest Money / Bid Security of the unsuccessful bidders shall be refundable as promptly as possible after opening of Price Bid and finalisation of the tender and shall bear no interest.

3.0 APPLICATION FEE FOR TENDER DOCUMENT

The application fee for tender documents shall be Rs1500/- (Rupees One Thousand Five Hundred ) only, payable either in cash or by bank draft drawn in favour of Bharat Coking Coal Limited, on any scheduled bank payable at its branch at Dhanbad.
4.0 **Eligibility Criteria (To qualify for award of the contract)**

a. The intending tenderer must have in its name as a prime contractor experience of having successfully completed similar works (Major Earth work by mechanical means) during last 7(seven) years ending last day of month previous to the one in which bid applications are invited (i.e. eligibility period). Such experience 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 work costing not less than the amount equal to 80% of the estimated cost.

b. Average annual financial turnover of civil work during the last 3(three) years, ending 31st March of the previous financial year should be at least 30% of the estimated cost.

c. Evidence of possessing adequate working capital (at least 20% of the value of this work) inclusive of access to lines of credit and availability of other financial resources to meet the requirement.

d. Incase the bidder is not a prime contractor but a sub-contractor, the bidder experience as sub-contractor will be taken into account if:

The contract in support of qualification is a sub-contract in compliance with the provision of such sub-contract in the original contract awarded to prime contractor.

**Note:** Financial turn over and cost of completed works of previous works shall be given a weightage of 5% per year (average annual rate of inflation) to bring them at current price level.

5.0 **AVAILABILITY OF TENDER DOCUMENTS**

Tender documents including Terms and conditions of work shall be available on payment of requisite cost from the places during the period as stated below

**Date – From 05.01.2009 to 21.01.2009**

**Time-** 10.00 AM to 1.00 PM(on all working days)

**Place:**

i) Office of the General Manager (Contract Management Cell), BCCL, Level-V, Koyla Bhawan, Dhanbad-826005

ii) Office of the Chief Sales Manager, BCCL, 6, Lyons Range, Kolkata-700001

(2/4)
Tender Documents can also be downloaded directly from BCCL Web site http://bccl cmpdi.co.in and such tenderer, while submitting the tenders will have to enclose a Bank Draft towards cost of Tender Document along with their tenders in a separate envelope to be attached with Part-I cover. The Bank Draft from any Scheduled Bank should be drawn in favour of M/s. Bharat Coking Coal Limited, payable at its branches at Dhanbad.

6.0 GENERAL INSTRUCTIONS FOR SUBMISSION OF TENDER
A tenderer is required to submit his offers in sealed covers giving reference to this Tender Notice No. and date, containing offers in two parts- I & II, as specified in the Tender documents. Earnest Money Deposit (EMD) to be submitted in a separate envelope with Part-I of the tender. Part I & part II should also be in separate sealed covers clearly superscribing as Part- I & Part- II on the respective envelopes (Name of the work shall be superscripted on the left hand side of the covers).

Part II envelopes will be opened only in respect of such tenderers as found valid after scrutiny of Part I.

7.0 VALIDITY PERIOD OF OFFER
The rates offered in Part II should be valid for 120 days from the date of opening of Part-I of the tender.

8.0 RECEIPT OF TENDERS
Tender will be received in sealed cover on 02.02.09 up to 3.30 PM at the following offices:

i) Office of the General Manager (Contract Management Cell), BCCL,
   Level-V, Koyla Bhawan, Dhanbad-826005

ii) Office of the Chief Sales Manager, BCCL,
   6, Lyons Range, Kolkata-700001
9.0 OPENING OF TENDERS

Tenders will be opened at 16.00 hrs. on 03.02.2009 in the office of the General Manager (CMC), BCCL, Dhanbad.

10.0 NOTE

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

Sd/-

General Manager (CMC),

BCCL, DHANBAD

Our aim:- QUALITY COAL TO CONSUMERS

DISTRIBUTION:

PRO – With a request to publish the abridged NIT as enclosed in local as well as National dailies as per norms of the Company and also advise the publisher concerned to send the paper cutting to the Tendering Authority. NIT in detail as above should be put on Company’s Web site. The downloading facility of the Tender Document should be available during the period of sale of tender paper.

CC: D(P)/ DT(OP)/DT(P&P) /D(F) / CVO.
CC: CGM(IE)/CGM(E&M)/CGM(Cordn)/CGM(Excav)/CGM(Finance)/GM(C)/GM(P&P)/GM(S&M)
CC: GM(System) with a request to upload this NIT & Tender Document in BCCL Website.
CC: Sr.ES to CMD for kind information of CMD.
CC: CGM (Admn) with a request to display this NIT in Koyla Bhawan Notice Boards.
CC: All CGMs/GMs in the Areas including Washery Zones for wide circulation through display in the Notice Boards.
CC: Inspector, CISF- with a request to deploy security personnel at the office of GM (CMC), Level-V Koyla Bhawan on the date of receipt and opening of tender from 9.30 A.M. to 5.00P.M.
CC: CGM (Production), CIL, Kolkata.
CC: CGM/GM (Contract Management Cell), ECL/WCL/CCL/SECL/NCL/MCL.
II. INSTRUCTIONS TO BIDDERS

1.0 SCOPE OF TENDER

1.1 The Bharat Coking Coal Limited (referred to as Employer in this document) invites bids for the construction of works (as defined in this document and referred to as “the works”) detailed in the table given in the Notice Inviting Tender (NIT). The Bidders will submit Bids for all the works (package) detailed in Scope of Work (Chapter VII).

1.2 The successful Bidder will be expected to complete the Work by the intended completion date specified in the Contract.

2.0 ELIGIBLE TENDERER

2.1 The invitation for Bids is open to all Bidders eligible to participate as per qualifying criteria laid down separately hereinafter.

2.2 All bidders shall provide in their bid, "Forms of Bid and Qualification Information", a statement that the Bidder (including all members of the firm including subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications and other documents for the Project or being proposed as Engineer for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the Works shall not be eligible to Bid.

2.3 Joint Venture: Two or three companies / contractors may jointly undertake contract/contracts. Each entity will be jointly responsible for completing the task as per the contract.

2.4 The Company reserves the right to allow public enterprises ‘purchase preference facility’ as admissible under prevailing policy.
3.0 QUALIFICATION OF THE TENDERER

3.1 All bidders shall provide in their bid, ‘Forms of Bid and Qualification Information’, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

3.2 All bidders shall include the following information and documents with their bids (copies of all documentary evidences are to be duly authenticated by the tenderers/constituted attorney of the tenderer with full signature and seal. All signed declarations are to be made in the tenderer’s letter head.)

a. copies of original documents defining constitution or legal status, place of registration, and principal place of business; written power of attorney of signatory of the Bid to commit the Bidder.

b. i) total monetary value of contractual work performed for each of the last five years.
ii) experience of having successfully executed similar works during last seven years

c. experience in works of similar nature and size for each of the last seven years, and details of work under way or contractually committed; and the name and address of clients who may be contacted for further information on those contracts;

d. major items of construction equipment proposed to carry out the Contract;

e. qualifications and experience of key site management and technical personnel proposed for the contract;

f. in support of evidence of adequacy of working capital (at least 20% of the annualized value of the work) for this contract, the bidder should submit a certificate of solvency/access to lines of credit and availability of other financial resources. Such certificate shall be dated within three months before the date of tender opening.

g. authority to seek references from the Bidder's bankers;

h. Prior approval in writing of the company shall be obtained before any change is made in the constitution of the contracting agency otherwise it shall be treated as breach of contract.

i. proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price and

j. permanent Income Tax Account No(PAN)
k. The bidders would give a declaration that they have not been banned or delisted by any Govt. Or Quasi-Govt. Agencies or PSU’s. If a bidder has been banned by any Govt. or Quasi-Govt. Agencies or PSU’s that fact must be clearly stated and it may not necessarily be a cause for disqualifying him. If this declaration is not given the bid will be rejected as non-responsive.

l. Two or three companies/contractors participating in the bid as Joint Venture should submit Firm-wise participation details, Banker’s name, execution of work with details of contribution of each and all other relevant details.

**Note:** The intending tenderer will have to submit a declaration in support of the authenticity of the credential submitted by them along with the tender in the form of an affidavit as per the format provided in the bid document (Section-3 of chapter-III).

**3.3 To qualify for award of the contract-**

e. The intending tenderer must have in its name as a prime contractor experience of having successfully completed similar works (installation of pipe range in the shaft or shaft furnishing) during last 7(seven) years ending last day of month previous to the one in which bid applications are invited (i.e. eligibility period). Such experience should be either of the following.

j) 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 work costing not less than the amount equal to 80% of the estimated cost.

iv) Incase the bidder is not a prime contractor but a sub-contractor, the bidder experience as sub-contractor will be taken into account if:

The contract in support of qualification is a sub-contract in compliance with the provision of such sub-contract in the original contract awarded to prime contractor.

f. Average annual financial turnover of civil work during the last 3(three) years, ending 31st March of the previous financial year should be at least 30% of the estimated cost.
g. Evidence of possessing adequate working capital (at least 20% of the value of this work) inclusive of access to lines of credit and availability of other financial resources to meet the requirement.

**Note:** Financial turnover and cost of completed works of previous works shall be given a weightage of 5% per year (average annual rate of inflation) to bring them at current price level.

3.4 Sub contractors experience and resources will not be taken into account in determining the Bidders’ compliance with qualifying criteria.

3.5 Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the bid value. The available bid capacity will be calculated as under:

Assessed available bid capacity = \( (A \times N \times 2 - B) \)

Where, 
A: Maximum value of works executed in any one year during the last five years (updated to current level) taking into account the completed as well as works in progress.  
N: Number of years prescribed for completion of the works for which bids are invited.  
B: Value at current price level of existing commitments and on-going works to be completed during the next 12 months (Period of completion of the works for which bids are invited)

**Note:** The statements showing the value of existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be authenticated by the Bidder.

3.6 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements.
4.0 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 partner in a joint venture or a public limited firm. A Bidder who submits or participates in more than one Bid (other than as a subcontractor) will cause all the proposals with the Bidder’s participation to be disqualified.

5.0 COST OF BIDDING

5.1 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.

6.0 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 and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The cost 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.

7.0 CONTENT OF BIDDING DOCUMENTS

7.1 The set of bidding documents comprises the chapters listed below and addenda issued in accordance with Clause 9:

   - Chapter I  Notice Inviting Tender:
   - Chapter II  Instructions to Bidders
   - Chapter III  Forms of Bid and Qualification Information
   - Chapter IV  Conditions of Contract
   - Chapter V  Technical Specifications
   - Chapter VI  Tender Drawings
8.0 CLARIFICATION OF BIDDING DOCUMENTS

8.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by fax at the Employer’s address indicated in the Notice Inviting Tender. The Employer will respond to any request for clarification received earlier than 15 days prior to the deadline for the submission of Bids. Copies of the Employer’s response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry but without identifying its source.

8.2 Pre-bid meeting: A pre-bid meeting may be held (if the Company feels it necessary) on…XXXX….at…XXXX… hrs. at the office of the GM (CMC), BCCL to clarify the issue and to answer questions on any matter that may be raised at that stage.

9.0 AMENDMENT OF BIDDING DOCUMENTS

9.1 Before the deadline for the submission of Bids, the Employer may modify the bidding documents by issuing addenda.

9.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by fax to all purchasers of the bidding documents. Prospective Bidders shall acknowledge receipt of each addendum by fax to the Employer.

9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer shall extend, as necessary, the deadline for submission of Bids, in accordance with Sub-clause 19.2 below. And the same is also to be communicated simultaneously to all the purchasers of the bidding document.
10.0 LANGUAGE OF BID

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

11.0 DOCUMENTS COMPRISING THE BID

11.1 The Bid, comprising of two parts, will be submitted by the bidder as follows:

a. **Part I** of the bid to be submitted in 1st inner sealed envelope comprising of
   i) bid security / earnest money deposit,
   ii) letter of the bidder submitting the bid in the form as stipulated in ‘Contractor’s bid’ in the bid document (Chapter III) and
   iii) qualification information as indicated in bid document and documents as required in accordance with stipulations of bid document and any other materials required to be completed and submitted by bidder in accordance with these instructions.
   iv) Technical offer including method of working, time schedule, detailed technical specification of each item to be supplied with relevant codes, make etc.
   v) The original bid document issued to the bidder duly signed by authorized signatory of the bidder on all pages as proof of accepting the conditions of contract (excluding the Price bid).

b. **Part II** of the bid to be submitted in the 2nd inner sealed envelope comprising of Priced Bill of Quantities.

c. Both the inner sealed envelopes will then be placed in one outer envelope, sealed and marked properly as per Clause 18 and submitted to the Employer at its address before the dead line for submission of the bid as described in Clause 19.
12.0 BID PRICES

12.1 The contract shall be for the whole Works as described in the scope of work (Chapter VII) based on the priced Bill of Quantities submitted by the bidder.

12.2 The Bidder shall fill-in rates and prices for all items of the Works described in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting. Overwriting should be avoided, and instead, corrections be made wherever required as per above.

12.3 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause as applicable on the last date of submission of tender, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. All 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 tender and/or any increase over the rate existing on the last date of submission of tender shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities

12.4 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.

12.5 The bidder is to ascertain existence of any Force Majeure Conditions at the place of operation of the bids and will categorically specify them in his bid stating whether they have been taken in to consideration in their quotation.
13.0 CURRENCIES OF BID AND PAYMENT

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

14.0 BID VALIDITY

14.1 Bid shall remain valid for a period not less than one hundred and twenty (120) days from the date of opening of Part-I of the tender. A bid valid for a shorter period shall be rejected by the Employer.

14.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidder’s responses shall be made in writing or by fax. 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 security for a period of the extension, and in compliance with Clause 15 in all respects.

15.0 BID SECURITY/ EARNEST MONEY DEPOSIT

15.1 The bidder shall furnish, as part of his bid, a Bid Security/ Earnest Money in the amount as shown in NIT for this particular work. Bid security/ Earnest Money will be required to be deposited in the form of irrevocable Bank Guarantee (from scheduled bank/ branch acceptable to the owner) with validity 28 days beyond the validity of the Bid in the format given in the chapter VIII of the Bid document. Certified cheques and Demand Drafts will also be acceptable as Bid Security / Earnest Money drawn in favour of Bharat Coking Coal Limited on any scheduled bank payable at its branch at Dhanbad.

15.2 Any bid not accompanied by an acceptable Bid Security / Earnest Money Deposit shall be rejected by the Employer as non-responsive.

15.3 The Bid Security / Earnest Money Deposit of the unsuccessful bidder shall become refundable. The unsuccessful bidder for this purpose means the bidders who have not qualified for opening of Part-II (Price Bid) and those who have not emerged as L-1 tenderer after opening of price bid.
15.4 The Bid Security / Earnest Money Deposit of the successful bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security / Security Deposit.

15.5 The Bid Security / Earnest Money may be forfeited:
   a. if the Bidder withdraws the Bid after Bid opening during the period of Bid validity; 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.
   c. if the Bidder does not accept the correction of the Bid price pursuant to clause 26.0

15.6 The Bid Security / Earnest Money Deposit with the Employer will not carry any interest.

16.0 ALTERNATIVE PROPOSALS BY BIDDERS

16.1 Bidders shall submit offers that comply with the requirements of the Bidding documents, including the basic technical design as indicated in the drawings and technical specifications. **Alternative Offer will not be considered.**

17.0 FORMAT AND SIGNING OF BID

17.1 The Bidder shall prepare the documents comprising the Bid as described in Clause-11.

17.2 All documents of the Bid shall be typed or computer printed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-clause 3.2(a). All pages of the Bid document shall be signed by the person or persons signing the Bid.

17.3 The Bid shall contain no alterations, or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be signed by the person or persons signing the Bid. Erasing or overwriting in the bid document may disqualify the Bidder.
18.0 SEALING, MARKING AND SUBMISSION OF BIDS

18.1 The Bidder shall seal the Bid in two inner sealed envelopes and one outer sealed envelope, duly marking the inner envelopes in the following manner:

a. 1st inner sealed envelope will be marked “Part I – Bid for Installation of a new pipe range in shaft no.II and replacement of the old pipe range by a new pipe range in shaft no.I of Moonidih project comprising of Bid Security / Earnest Money Deposit with qualification information”.

b. 2nd inner sealed envelope will be marked as “Part II – Price Bid for Installation of a new pipe range in shaft no.II and replacement of the old pipe range by a new pipe range in shaft no.I of Moonidih project.”

c. Outer Sealed envelope will be marked as “Bid for Installation of a new pipe range in shaft no.II and replacement of the old pipe range by a new pipe range in shaft no.I of Moonidih project.”

18.2 The inner envelopes placed in outer envelopes shall:

a. be addressed to the Employer at the following address:
   THE GENERAL MANAGER (CMC)
   BCCL, KOYALA NAGAR, DHANBAD
   and

b. inner and outer envelopes will bear the following additional identification:
   - Bid for Installation of a new pipe range in Shaft No II and replacement of old pipe range with new pipe range in Shaft No I
   - Bid Reference No. BCCL/GM(CMC)/Pipe Range/2008/650 Dt 23/7/08
   - DO NOT OPEN BEFORE the specified time as per NIT.

18.3 In addition to the identification required in Sub-clause 18.2 the inner and outer envelopes shall indicate the name and address of the Bidder.

18.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.
19.0 DEADLINE FOR SUBMISSION OF BIDS

19.1 Bids shall be delivered to the Employer at the address specified above not later than the time specified in NIT. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be received up to the appointed time on the next working day.

19.2 The Employer may extend the deadline for submission of Bids by issuing an amendment in accordance with Clause 9, 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.

20.0 LATE BIDS

20.1 Any Bid received by the Employer after the deadline prescribed in Clause 19 due to any reason whatsoever will not be accepted.

21.0 MODIFICATION AND WITHDRAWAL OF BIDS

21.1 Bidders may modify or withdraw their Bids by giving notice in writing before the deadline prescribed in Clause 19 in case the bidder has submitted the bid well before the deadline.

21.2 Each Bidder’s modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 11, 17, 18 and 19 with the outer and inner envelopes additionally marked “MODIFICATION” or “WITHDRAWAL”, as appropriate.

21.3 No Bid may be modified after the deadline for submission of Bids.

21.4 Withdrawal of a Bid between the deadline for submission of Bids and the expiration of the period of Bid validity specified in the Bid document or as extended pursuant to Sub-clause 14.2 may result in the forfeiture of the Bid Security pursuant to Clause 15.
22.0 **BID OPENING**

22.1 The Employer will open the bids, including modifications made pursuant to Clause 21, in the presence of the bidders or their representatives who choose to attend at the time and in the place specified in Clause 8 of Chapter I. In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

22.2 Envelopes marked “WITHDRAWAL” shall be sorted out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 21 shall not be opened.

22.3 The Bidder’s names, the Bid Prices, the total amount of each Bid, any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.

23.0 **PROCESS TO BE CONFIDENTIAL**

23.1 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.

24.0 **CLARIFICATION OF BIDS**

24.1 To assist in the examination, evaluation and comparison of Bids, the Employer may, at the Employer’s discretion, ask any Bidder for clarification of the Bidder’s Bid, including additional documents/breakups of unit rates. The request for clarification and the response shall be in writing or by fax.

25.0 **EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS**

25.1 Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:
a. meets the eligibility criteria defined in Clause 3;
b. has been properly signed;
c. is accompanied by the required securities; and
d. is substantially responsive to the requirements of the Bidding documents.

25.2 A substantially responsive Bid is one which conforms to all the terms, conditions & specifications of the Bidding documents without material deviation or reservation. A material deviation or reservation is one:
   a. which affects in any substantial way the scope, quality or performance of the works;
   b. which limits in any substantial way, inconsistent with the Bidding documents, the Employer’s rights or the Bidder’s obligations under the Contract; or
   c. whose rectification would affect unfairly the competitive position of other Bidder’s presenting substantially responsive Bids.

25.3 If a Bid is not substantially responsive, it may be rejected by the Employer at its sole discretion.

26.0 CORRECTION OF ERRORS

26.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetical errors. Errors will be corrected by the Employer as follows:
   a. where there is a discrepancy between the amounts in figures and in words, the amounts in words will govern; and
   b. where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
   c. discrepancy in totaling or carrying forward in the amount quoted by the contractor shall be corrected.

The tendered sum so corrected and altered shall be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer along with other tender/tenders. Rounding off to the nearest rupee should be done in the final summary of the amount instead of in totals of various sections of the offer.
26.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, shall be considered as binding upon the Bidder.

27.0 EVALUATION AND COMPARISON OF BIDS

27.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 25.

27.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
   a. making any correction for errors pursuant to Clause 26
   b. making up appropriate adjustment for any other quantifiable acceptable variations, deviations.
   c. Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Clause 21.

27.3 The Employer reserves the right to accept or reject any variation, deviation. Variation, deviation and other factors that are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the employer shall not be taken into account in Bid evaluation and award of work.

27.4 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 Company may require the Bidder to produce detailed price analysis for any or all items of Bill of Quantities and work, to demonstrate the internal consistency of these prices with the construction methods and schedule proposed. After evaluation of the price analysis, the company may require that the amount of the performance security is increased at the expense of the successful bidder to a level sufficient to protect the company against financial loss in the event of the default of the successful bidder under the contract. If the pricing of the bidder is such that he is likely to garner a major portion of the value of the contract at the initial stage of the project itself, the bid will be evaluated appropriately after carefully assessing the resultant fund flow from the company concerned.
28.0 AWARD CRITERIA

28.1 Subject to Clause 29, 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 Bid Price, provided that such Bidder has been determined to be:

a. eligible in accordance with the provisions of Clause 2; and
b. qualified in accordance with the provisions of Clause 3.

Acceptance of offer issued by the Company need not be accepted by the Tenderer. But the Tenderer should acknowledge a receipt of order within 15 days of mailing of Work order and any delay in acknowledging the receipt will be a breach of the contract and compensation for the loss caused by such breach will be recovered by the Company by forfeiting Earnest Money Deposit / Bid Security.

29.0 EMPLOYER’S RIGHT TO ACCEPT ANY BID AND NEGOTIATE

29.1 It is not obligatory to recommend the award of work to the lowest tenderer in all cases. In case the lowest tender is found to be unworkable and unbalanced or impractical, negotiation may not be carried out with L1 only to arrive at reasonable rate.

30.0 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

30.1 The Bidder, whose Bid has been accepted, will be notified of the award by the Employer prior to expiration of the Bid validity period by fax confirmed by registered letter. This letter (hereinafter and in the Conditions of the Contract called the “Letter of Acceptance”) will state the sum that the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called “the Contract Price”).

30.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a Performance Security/ Security Deposit in accordance with Clause 31.
30.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder within 21 days following the notification of award along with the letter of Acceptance.

31.0 PERFORMANCE SECURITY / SECURITY DEPOSIT

31.1 Security Deposit shall consist of two parts;
   a) Performance Security to be submitted at award of work and
   b) Retention Money to be recovered from running bills.
   The security deposit shall bear no interest.

31.2 Performance security should be 5% of contract amount and should be submitted within 28 days of receipt of LOA by the successful bidders in any of the form given below:
   - a Bank Guarantee in the form given in chapter VIII of the bid document
   - Govt. Securities, FDR or any other form of deposit stipulated by the owner
   - Demand Draft drawn in favour of Bharat Coking Coal Ltd. on any Scheduled Bank payable at its Branch at Dhanbad.
   The Bid security deposited in the form of Bank Guarantee shall be duly discharged and returned to the Contractor. The Bid security deposited in the form of Demand draft shall be adjusted against the security deposit.
   If Performance security is provided by the successful Bidder in the form of Bank Guarantee it shall be issued either –
   a) at Bidder’s option by a Nationalised / scheduled Indian bank or
   b) by a foreign bank located in India and acceptable to the employer.
   The validity of the Bank guarantee shall be for a period of one year or 90 days beyond the period of contract, whichever is more.
   Failure of the successful Bidder to comply with the requirement as above shall constitute sufficient ground for cancellation of the award of work and forfeiture of the Bid security.

31.3 Retention Money should be deducted at 5% from running bills. Total of performance security and retention Money should not exceed 10% of contract amount or lesser sum indicated in the bid document.
31.4 5% Performance security should be refunded within 14 days of the issue of defect liability certificate (taking over certificate with a list of defects). Retention Money should be refunded on the expiry of performance guarantee period.

32.0 EMPLOYMENT OF LOCAL LABOUR

32.1 Contractors are to employ, to the extent possible, only local project affected people and pay wages not less than the minimum wages fixed by the local Government.

32.2 If a contractor submits his Bid, qualifies and does not get the contract because of his bid being not the lowest, he will be prohibited from working as a sub-contractor for the contractor who is executing the contract.

33.0 LEGAL JURISDICTION

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

34.0 DEEMED EXPORTS

34.1 If the bidder has quoted any item/items under the deemed exports then it will be the responsibility of the Bidder to get all the benefits under deemed exports from the Government. The Company’s responsibility shall only be limited to the issuance of required certificates. The quotation of the bidder will be unconditional and phrases like “Subject to availability of deemed exports benefit” will not find place in it.

35.0 CONSULTANTS NOT TO BID & VICE-VERSA

35.1 A firm which has been engaged by the Company to provide Goods or Works for a project or any of its affiliates will be barred from providing consultancy services for the same project. Conversely, a firm hired to provide consultancy services for the preparation or implementation of a project and any of its affiliates will be barred from subsequently providing Goods or Works or services related to the initial assignment for the same project.
36.0 SUB-CONTRACTOR/ SUB-VENDOR

36.1 The contract agreement will specify major items of supply of services for which the contractor proposes to engage Sub-Contractor/Sub-Vendor. The contractor may from time to time propose any addition or deletion from any such list and will submit the proposals in this regard to the Engineer in Charge/Designated Officer in Charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer in Charge/Designated Officer will not relieve the contractor from any of his obligation, duties and responsibilities under the contract.

36.2 If a contractor submits his bid, qualifies and does not get the contract because of his bid not being the lowest, he will be prohibited from working as a sub-contractor for the contractor who is executing the work.

37.0 NIT AND TENDER DOCUMENTS IN THE WEBSITE

37.1 The complete bid documents are available on the Company’s website http://www.bccl.cmpdi.co.in for the purpose of downloading and tender submitted on such downloaded bid documents shall be considered valid for participating in the tender process.

37.2 The company shall not be responsible for any delay / difficulties / inaccessibility of the downloading facility for any reason whatsoever. The downloading facility shall be available during the period of sale of tender paper.

37.3 The bidders, who will download the tender documents from the website of the company, will be required to pay the cost of tender documents (Application Fee) by Bank Draft as per NIT at the time of submission of tenders.

37.4 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 document is found to be done at the time of opening of tender.
37.5 The Bank Draft towards the cost of tender documents (Application Fee) and the undertaking of the tenderer (as per clause 37.4) shall be submitted in a separate envelope marked “Cost of Tender Documents and the Undertaking” and not with Part-I/EMD.

37.6 In case of any discrepancy between the tender documents downloaded from the website and the master copy available in the office, the latter shall prevail and will be binding on the tenderers. No claim on this account will be entertained.
III FORMS OF BID AND QUALIFICATION INFORMATION
SECTION : 1
CONTRACTOR’S BID

Sub: BID for the Work ----------------------------- ---------------------------------------------- 
----------------------------------------------------------------------------------------------

To

...........................................

Dear Sir,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying the Bidding document issued to us. The Bid Security/Earnest Money in accordance with the NIT and Instructions to Bidders amounting to Rs…………….. (in figures) ………………………………. (in words) in the form as stipulated in Clause 15 of the Instructions to Bidders (Chapter II) is enclosed herewith (to be filled in by the Bidder).

This Bid and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and Bid security required by the Bidding documents. We also confirm that E.M.D. and other required documentary evidences related to this part of the Bid are enclosed (as listed below) herewith either in original / copies attested by Gazetted officer / copies duly authenticated by us with signature and seal alongwith affidavit as per the format provided in Section 3 of this chapter.

Yours faithfully,

Authorised Signature…………………………………

Name and Title of the Signatory……………………

Name of the Bidder……………………………..(the contractor)

Address………………………………………………………….

Date………………… (To be filled in by the Bidder)
Enclo:
i) E.M.D of Rs. ...........................................vide...................dt.
ii) .................................
iii) .................................
iv) .................................
v) .................................
QUALIFICATION INFORMATION
(The information to be submitted by all the Bidders)

1.0 Constitution or Legal status of Bidder (attach copy)

**Place of registration**
Principal place of business
Power of Attorney of signatory Bid: (attach)

2.0 Details of the turnover during the last 3 (three) years:

<table>
<thead>
<tr>
<th>Year</th>
<th>Turnover in Rs.</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

3.0 Joint Venture details:

<table>
<thead>
<tr>
<th>Name of all partners of a joint venture</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Lead partner</td>
</tr>
<tr>
<td>2. Partner</td>
</tr>
<tr>
<td>3. Partner</td>
</tr>
</tbody>
</table>

NOTES:
Joint ventures must comply the following requirements:

i) The qualifying criteria parameter e.g. experience, financial resources etc. of the individual partners of the JV will be added together and the total criteria should not be less than as spelt out in para 3.0 of ITB (Chapter –II) as qualification criteria.

ii) The formation of joint venture or change in the joint venture character/ partners after submission of the bid and any change in the bidding regarding joint venture will not be permitted.
iii) Any bid shall be signed so as to legally bind all partners jointly and severally and any bid shall be submitted with a copy of the Joint Venture Agreement (JV Agreement) providing the joint and several liabilities with respect to the contract.

iv) The pre-qualification of a joint venture does not necessarily pre-qualify any of its partners individually or as a partner in any other joint venture or association. In case of dissolution of a joint venture, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to the written approval of the employer.

v) The bid submission must include documentary evidence to the relationship between joint venture partners in the form of JV Agreement to legally bind all partners jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each and all of the firms in the joint venture. Such JV Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.

vi) One of the partners responsible for performing a key component of the contract shall be designated as Lead Partner. This authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories of all the partners.

vii) The JV Agreement must provide that the Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture and the entire execution of the contract shall be done with active participation of the Lead Partner.

viii) The contract agreement should be signed jointly by each Joint Venture Partners.

ix) An entity can be a partner in only one Joint Venture. Bid submitted by Joint Ventures including the same entity as partner will be rejected.

x) The JV agreement may specify the share of each individual partner for the purpose of execution of this contract. This is required only for the sole purpose of apportioning the value of the contract to that extent to individual partner for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that tender.
4.0 Details of experience for similar nature and complexity of work in last 7 (seven) years:

Use a separate statement for each contract

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Number of contract:</td>
</tr>
</tbody>
</table>
|   | Name of contract:
| 2. | Name of the employer: |
| 3. | Employers address: |
| 4. | Nature of work and special features if any: |
| 5. | Contractor's role (check one) |
|   | 1. Sole contractor 2. Subcontractor 3. Partner in Joint venture |
| 6. | Value of the total contract: |
| 7. | Date of award: |
| 8. | Date of completion: |
| 9. | Specified requirements: |
|   | a) concrete: b) Structural steelworks: c) Piping & equipment: |

5.0 Proposed subcontractors and firms to be involved:

<table>
<thead>
<tr>
<th>Section of work</th>
<th>Value of subcontract</th>
<th>Sub-contractor (name &amp; address)</th>
<th>Experience in similar works</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

6.0 Information on Bid Capacity. (Works for which bids have been submitted & work which are yet to be completed) as on the date of this bid:

a. Total value of work executed in last five years (year wise).

b. Details of existing commitments and ongoing works.

c. Details of Works for which bids already submitted.

7.0 Evidence of access to financial resources to meet the qualification requirements:

Cash in hand, lines of credit and other financial means etc. sufficient to meet the construction cash flow (the copies to be submitted and the following format to be filled-up).

<table>
<thead>
<tr>
<th>Source of financing</th>
<th>Amount in Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
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</tbody>
</table>
8.0 Details of bankers:

<table>
<thead>
<tr>
<th>Banker</th>
<th>Name of the banker</th>
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<tbody>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Address of the banker</th>
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</thead>
<tbody>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Telephone</th>
<th>Contact name and title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Fax</th>
<th>Telex</th>
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</table>

8.0 Details of the major construction equipment to be used for the work

<table>
<thead>
<tr>
<th>Equipment type and capacity</th>
<th>Make and model</th>
<th>Minimum number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

9.0 The bidder should list transport available for personnel, construction, plant, stores and machinery. Where transport is to be subcontracted the proposed arrangements should be clearly demonstrated.

10.0 The bidder should provide full details of his plant and maintenance facilities together with the full details of laboratory personnel, workshop personnel including fitters, mechanics, machinists etc.

11.0 Permanent Income Tax Account No. (PAN)

12.0 Technical and Skilled Resources:

   a) List of technical personnel available with the tenderer, with their qualification and experiences.

   b) List of skilled personnel available with the tenderer, with their experiences.

13.0 DETAILS OF EARNEST MONEY / BID SECURITY

Deposit of Earnest Money by:

Details of Certified cheque /Draft /B.G:

Amount (Rs.):
14.0 OTHER DETAILS

(a) Details of registration/enlistment with Government organizations/PSUs/Subsidiaries of Coal India Limited.

(b) Certificate of registration as per statutory requirements under Contract Labour Laws as may be applicable

15.0 Acceptance by the Tenderer of conditions of contract as per Tender Document (attach signed copies of the bid document issued to them along with the tender as proof of acceptance)

----------------------------------
Signature of the Bidder

NOTE: Separate sheets may be attached to furnish details, if necessary
SECTION: 3

FORMAT FOR AFFIDAVIT:

Non-Judicial Stamp Paper.

AFFIDAVIT

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

1. We are submitting Tender for the Work .................................................................
   ......................................................................................................................... against Tender Notice No. ................................................................. dated ..............

2. None of the Partners of our firm is relative of employee of .................
   ...........................(Name of the Company)

3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct and true.

4. All documents / credentials submitted along with this Tender are genuine, authentic, true and valid.

5. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my Tender and action as deemed fit may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money and banning/ delisting of our firm and all partners of the firm etc.

Signature of the Tenderer.

Dated ..........................

Seal of Notary
IV CONDITIONS OF CONTRACT

A. GENERAL TERMS AND CONDITIONS OF CONTRACT

1.0 DEFINITIONS

i. The word “Company” or “Employer” or “Owner” or “BCCL” wherever it occurs in the tender document, means the Bharat Coking Coal Limited, Dhanbad, represented at headquarters of the Company by the General Manager (CMC) or his authorized representative or any other officer specially deputed for the purpose.

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

iii. The word “Contractor”/“Contractors” wherever occurs means the successful Bidder/Bidders who has/have deposited the necessary Earnest Money and has/have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or company, as the case may be and any constitutional, or otherwise change of which shall have prior approval of the employer.

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

v. The term “sub-contractor”, as employed herein, includes those having a direct contract with contractor either on piece rate, items rate, time rate or on any other basis and it includes one who furnishes work to a special design according to the plans or specifications of this work but does not include one who merely supplied materials.

vi. ‘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.

vii. A ‘Day’ shall mean a day of 24 hours from midnight to midnight.
viii. Engineer/ Engineer-in-charge (EIC)/ Designated Officer-in-charge who is of an appropriate seniority will be responsible for supervising and administering the contract, certifying payment due to the contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. Engineer/ Engineer-in-charge/ Designated Officer-in-charge may further appoint his representatives i.e. another person / Project Manager or any other competent person and notify to the contractor who is directly responsible for supervising the work being executed at the site, on his behalf under the delegation of powers of the company. However, overall responsibility, as far as the contract is concerned will be that of the Engineer/Engineer-in-charge/ Designated Officer-in-charge.

ix. The ‘contract’ shall mean the notice inviting tender, the tender as accepted by the company and the formal agreement executed between the company and the contractor together with the documents referred to therein including general terms and conditions, special conditions, if any, specifications, designs & drawings including those to be submitted during progress of work, scope of work, schedule of quantities with rates and amounts.

x. 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, altered or substituted works 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.

xi. '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.

xii. “Contract price” shall mean

(a) in the case of lump sum contracts the total sum for which tender is accepted by the company.

(b) in the case of other types of contracts the total sum arrived at, based on the individual rates quoted by the tenderer for the various items shown in the 'Bill of quantities' of the tender documents as accepted by the company with or without any alteration as the case may be.
xiii. ‘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.

xiv. “Drawings”/ “Plans” shall mean all:

a) drawings furnished by the owner with the bid document, if any, as a basis for proposals,

b) working drawings furnished by the Owner after issue of letter of acceptance of the tender to start the work,

c) subsequent working drawings furnished by the Owner in phases during progress of the work, and

d) fabrication drawings, if any, submitted by the Contractor and duly approved by the Owner.

xv. “Codes” shall mean the following, including the latest amendments, and/or replacements, if any:

(a) Bureau of Indian Standards relevant to the works under the contract and their specifications.

(b) Indian Electricity Act and Rules and Regulations made thereunder.

(c) Indian Explosive Act and Rules and Regulations made thereunder.

(d) Indian Petroleum Act and Rules and Regulations made thereunder.

(e) Indian Mines Act and Rules and Regulations made thereunder.

(f) Any other Acts, rules and regulations applicable for employment of labour, safety provision, payment of provident fund and compensation, insurance etc.

2.0  CONTRACT DOCUMENTS

The following documents shall constitute the contract documents:

i) Articles of Agreement.

ii) Notice Inviting Tender.

iii) Letter of Acceptance of Tender indicating deviations, if any, from the conditions of contract incorporated in the Tender document issued to the bidder and duly accepted by the Employer.

iv) Conditions of contract, including general terms and conditions, additional terms and conditions, special conditions, if any etc. forming part of the Agreement.
v) Technical Specifications where it is part of Tender documents.
vi) Scope of works/Bills of quantities/schedule of works/quantities and
vii) Contract Drawings/finalized work programme.

2.1 After acceptance of tender 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.

2.3 The court of Dhanbad shall have exclusive jurisdiction in all matters arising under this contract.

3.0 DISCREPANCIES AND ADJUSTMENTS THEREOF

The documents forming part of the contract are to be treated as mutually explanatory of one another and in case of discrepancy between schedule of quantities, the specifications and/or drawings, the following order of preference shall be observed:

a. Description in schedule of quantities
b. Particular specification and special conditions, if any
c. Drawings
d. General specification.

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 of quantities or any omission therefrom, shall not vitiate the contract or release the contractor from discharging his obligations under the contract including execution of work according to the drawings and specifications forming part of the particular contract document.

3.3 Any difference detected in the tender/tenders 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 tendered sum so corrected and altered shall be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer along with other tender/tenders.

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.

4.0 SECURITY DEPOSIT

4.1 Security Deposit shall consist of two parts:
   a) Performance Security 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 should be 5% of contract amount and should be submitted within 28 days of receipt of LOA by the successful bidders in any of the form given below:

- a Bank Guarantee in the form given in the bid document
- Govt. Securities, FDR or any other form of deposit stipulated by the owner
- Demand Draft drawn in favour of Bharat Coking Coal Ltd on any Scheduled Bank payable at its Branch at Dhanbad

The bid security deposited in the form of Bank Guarantee shall be duly discharged and returned to the contractor. The bid security deposited in the form of Demand draft shall be adjusted against the security deposit.
4.3 If performance security is provided by the successful bidders in the form of bank guarantee it shall be issued either –

(a) at Bidder’s option by a nationalized/Scheduled Indian Bank or
(b) by a foreign bank located in India and acceptable to the employer.

the validity of the Bank Guarantee shall be for a period of one year or ninety days beyond the period of contract, whichever is more.

4.4 Failure of the successful bidder to comply with the requirement as above shall constitute sufficient ground for cancellation of the award of work and forfeiture of the bid security.

4.5 Retention Money should be deducted at 5% from running bills. Total of performance security and Retention Money should not exceed 10% of contract amount or lesser sum indicated in the bid document.

4.6 **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 entire work and certified as such by the Engineer-in-charge, in the form of Defect Liability Certificate, one half (5% Performance Security) of the security deposit remaining with the company shall be refunded, subject to Clause no.11 hereof. The other half (Retention Money) shall be refunded to the contractor on the expiry of performance guarantee period from the date of completion as certified by the Engineer-in-Charge, subject to the following conditions:

a. Any defect/defects in the work, if detected after issue of Defect Liability Certificate (Taking Over Certificate with list of defects) is/are rectified to the satisfaction of the Engineer-in-charge within the said defect liability period of six months or on its due extension till completion of the rectification work as required.

b. 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 the Engineer-in-charge.
c  (i). In case of supply, installation and commissioning of equipment for electrical and mechanical works the refund shall be made on the expiry of defect liability period which will be one year from the date of commissioning of the equipment / completion of the work and / or rectification of any defect which may be detected in the individual equipment or the whole system under the contract, whichever is later.

(ii) All types of Manufacture's guarantee/warranty wherever applicable are to be issued/ revalidated in the name of the owner by the Contractual agency and will be covered with relevant counter guarantee.

5.0 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 tendering 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 specifications, drawings, designs 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 the Engineer-in-charge or his representative on behalf of the company. Such altered or additional or substituted 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 work and at the same rate/rates as are specified in the contract.

5.2 If the additional, altered or substituted 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/tender, 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 plus or minus the percentage
by which the tendered amount for the whole work quoted by the contractor is above or below the estimated amount as per the tender 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 tenders, 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 tendered quantities and the contract price.

ii) In case of item rate tenders an increase or decrease of more than 25% in the quantity of items below plinth level and 5% of the items for above plinth level any major item or abnormally high value item of contract due to variations in the site conditions or change in the drawings and design. A major contract item is an item which is equal to or greater than 5% of the total contract cost as per agreement. The items appearing as minor item in the original contract shall be construed as becoming a major item when increased to the extent that the total cost of the item is equal to greater than 5% of the total agreement value. Abnormally high value items are those whose quoted rates are more than 20% of the updated estimated rates of the Company.
iii) The sub clause (ii) as above shall be applicable for item rate tenders only and not applicable for percentage tenders for works based on standard schedule of rates of the company.

5.4 The variation in quantity of abnormally low value items for item rate tenders shall not be permitted below 25% of the items below plinth level and 5% of the items above plinth level of the agreement schedule of quantity, but in exception cases with the written instruction of Engineer-in-charge. Abnormally low value items are those whose quoted rates are less than 20% of the updated estimated rates of the Company. Therefore, quantity variation, if required, in respect of Abnormally High Rates & Abnormally Low Rates items may be allowed upto the % (percentage) mentioned above of the tender quantity beyond which rate analysis will be resorted to based on current market price and payment for extra quantity over the permitted quantity of ±25% and ±5% would be made on the basis of the analysed rate or quoted rate whichever is less.

5.5 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.

5.6 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 in case of non-availability of a portion of the site or for any other 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 omitting the part of the work or extra charges/damages shall be made by the contractor on these grounds.

5.7 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.
6.0 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 construction 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 or handing over reasonable number of working drawings to the contractor, 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 to forfeit the Earnest Money deposited by him.

6.2 If the contractor fails to maintain 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, pay as compensation/ Liquidated Damages @ half percent (1/2 %) of the contract price per week of delay. The aggregate of such compensation/ compensations shall not exceed 10 (ten) percent of the total value as shown in the contract. This will also apply to items or group of items for which separate period of completion has been specified. The amount of compensation may be adjusted or setoff against any sum payable to the contractor under this or any other contract with the company.

6.2.1 The company, if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time of completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension granted being with L.D, the company will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the contractor as agreed.
damages equivalent to half percent of the contract value of the works for each week or part of the week subject to a ceiling of 10% of the contract price.

6.2.2 The company, if not satisfied that the works can be completed by the contractor, and in the event of failure on the part of the contractor to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the contract.

6.2.3 The company, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.

6.3 In the event of such termination of the contract as described in clauses 6.2.2 or 6.2.3 or both, the company, shall be entitled to recover L.D. upto ten percent (10%) of the contract value and forfeit the security deposit made by the contractor besides getting the work completed by other means at the risk and cost of the contractor.

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 or other causes related to 'Force Majeure Conditions'.
c. civil commotion, strikes or lockouts affecting any of the trades employed on the work
d. non-availability of stores which are the responsibility of the company to supply
e. non-availability or breakdown of tools and plant to be made available or made available by the company
f. 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
g. non-availability of working drawings/work programme in time, which are to be made available by the company during progress of the work
h. 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 including reasonable mobilisation time (if required for completion of work after Force Majeure event is over) for completion of the work. Such extension shall be communicated to the contractor in writing by the company through the Engineer-in-charge within one 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.

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 completion. Such extension of time shall be without prejudice to Company's right to levy compensation under the relevant clause of contract.

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 cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition. In the event of delay
lasting over two months, 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/ contractor shall be liable to pay extra costs (like increase in rates, remobilisation 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 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.

6.8 Whenever time extension is given to the contractor for reasons for delay solely attributed to the company (for all the cases including where higher prices have been awarded), price variation may have to be allowed depending on the conditions of the contract. In order to determine the above, a hindrance register will be maintained which will be jointly signed by both the parties at the time of periodical review meetings to be held at least once in three months by the Engineer-in-Charge/ Designated Office-in-Charge whose decision in these cases will be final. The delays will be determined solely on the basis of this register, and that any refusal on the part of the contractor to sign the register would mean that the delay, if it occurs will be solely attributed to him.

Hindrance register is signed by both the parties. The contractor should also be given permission to write his observations/disagreement in the register.

In case the contractor has a different opinion for hindrance and a dispute arises, then the matter would be referred to the higher authority whose decision will be final and binding on the contractor & the decision to be communicated within 15 days.
7.0 **SUPPLY OF MATERIALS**

The contractor shall at his own expense, provide all materials required for the work and the rates quoted by the contractor shall be for finished work inclusive of all materials required for completion of the work as specified in the contract. The company may, of its own or at the request of the contractor, supply such materials as may be specified, if available, at rate/rates to be fixed by the Engineer-in-charge.

7.1 For the materials which the company has agreed to supply for the contract, the contractor shall give in writing of his requirements in accordance with the agreed phased programme to the Engineer-in-charge sufficiently in advance. The value of materials so supplied shall be set off or deducted from the payment to be made for the items of work in which such materials have been consumed, or from any sum then due or to become due to the contractor thereafter.

7.2 The contractors shall keep accurate record of materials issued by the company, maintain proper accounts for the receipts and issues to the work/contract and shall be open to check by the Engineer-in-charge or his authorised representative. The contractor shall ensure that such materials are consumed for the contract only and the register for receipts and issues of such materials shall be signed both by the representatives of Engineer-in-charge and the contractor.

7.3 All materials, tools and plants brought to site by the contractor including the materials supplied by the company shall be deemed to be held in lieu by the company and the contractor shall not have the right to remove the same from the site, without the written permission of the Engineer-in-charge. The company shall not however be liable for any loss, theft or damage due to fire or other causes during this period of lien.

7.4 The contractor shall bear the cost of loading, transporting to site, unloading, storing under cover as required, etc., as may be necessary for the use and keeping the materials in good condition.

7.5 Any surplus materials remaining after completion or termination of the contract, shall be returned by the contractor at his cost to the place of issue and the Engineer-in-charge shall accept the same at the rate not exceeding the rate at which these were originally issued.
taking into consideration the deterioration or damage, if any, that may have been caused during the custody of the contractor. In the event, the contractor fails to return the surplus materials out of those supplied by the company, the Engineer-in-charge may, in addition to any other liability which the contractor would incur in this regard, by notice in writing require the contractor to pay the amount at double the issue rate for such unreturned surplus materials.

7.6 On completion or on termination of the contract and advance, if any, in respect of materials brought to site paid by the company if fully recovered, the contractor shall be entitled to remove at his expense all surplus materials originally supplied by him and upon such removal, the same shall become the property of the contractor.

7.7 All charges on account of octroi, terminal or sales tax and other duties on materials obtained for the works from any source (excluding materials supplied by the company) shall be born by the contractor.
8.0 QUALITY ASSURANCE - MATERIALS AND WORKMANSHIP

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 drawings, specifications, instructions of the Engineer-in-charge. The Engineer-in-charge may issue from time to time further drawings, detail instructions/directions in writing to the contractor. All such drawings, instructions/directions shall be consistent with the contract documents and should be reasonably inferable therefrom, along with clarifications/ explanations thereof, if necessary. However, the contractor will be solely responsible for design and erection of all temporary structures required in connection with the work.

8.1 (i) The contractor shall be responsible for correct and complete execution of the work in a workmanlike manner with the materials as per specification which shall be subject to the approval of the company. All work under execution in pursuance of the contract shall be open to inspection and supervision by the Engineer-in-charge or by his authorised representative or any other official of higher rank or any other person authorised by the company in this behalf and the contractor shall allow the same.

(ii) The contractor shall give a clear notice period offering the materials/ equipments for inspection by the Company and they will not be despatched unless they are inspected and cleared for despatch by the representative of the company. The company may in exceptional cases waive this requirement with sufficient reasons wherever required.

8.2 All materials to be provided by the contractor shall be in conformity with the specifications/schedule of work as per the contract and the contractor shall furnish proof, if so required by the Engineer-in-charge for his satisfaction that the materials so comply.

8.3 The contractor shall immediately after the award of contract draw up a schedule giving dates for submission of samples/shop drawings (viz. Bar-bending drawings/schedules) as required or necessary by the specification for approval of Engineer-in-charge who shall approve after amendments, if any, promptly so that there is no delay in the progress of the work of the contractor or of the work of any of the subcontractor. On receipt of samples/shop drawings as per schedule, the Engineer-in-charge shall arrange to check with reasonable promptness ensuring conformity of the samples with the required specification and complying with the requirements as per contract documents.
keeping in view that the work shall be in accordance with the samples approved by him. The contractor shall be bound to furnish fresh samples, if disapproved by the Engineer-in-charge, for his approval. However, EIC's approval of any sample, design/drawings (permanent/temporary structures) shall not alter contractor's full responsibility whatsoever for the performance and safety of executed job.

8.4 (i) The company, through the Engineer-in-charge, shall have full power to reject any materials or work due to a defect therein for not conforming to the required specification, or for materials not being of the required quality and standard or for reason of poor workmanship or for not being in accordance with the samples approved by him or for any other reason. The contractor shall forthwith remedy the defect/replace the materials at his expense and no further work shall be done pending such rectification/replacement of materials, if so instructed by the Engineer-in-charge. In case of default on the part of the contractor, the Engineer-in-charge shall be at liberty to procure the proper materials for replacement and/or to carry out the rectification in any manner considered advisable under the circumstances and the entire cost for such procurement/rectification shall be borne by the contractor.

(ii) However wherever deviations in respect of material and workmanship (or both) have for good and sufficient reasons, recorded in writing, been accepted by the company, the cost implications as a result of deviations in such cases will invariably be taken into account under 'deviation of work'.

8.4 The Engineer-in-charge shall be entitled to have tests (all mandatory tests as per relevant BIS or other approved specifications) carried out at the cost of the contractor for any materials, according to the standard practice followed for such tests, other than those for which satisfactory proof has already been furnished by the contractor who shall provide at his expense all facilities which the Engineer-in-charge may require for the purpose. All such expenses borne by the contractor are not to be paid for separately by the employer and shall be assumed covered in accepted item rate prices. The cost of any other tests, if so required by the Engineer-in-charge, shall be borne by the contractor only if test results disclose that the said materials are not in accordance with the provisions of the contract. The cost of materials consumed in such tests shall however be borne by the contractor.
9.0 MEASUREMENT AND PAYMENT

Except where any general or detailed description of the work in the bill of 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 Bureau of Indian Standard.

9.1 All items of work carried out by the contractor in accordance with the provisions of the contract having a 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 therefrom.

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

9.3 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.

9.4 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.

9.5 Payment on Account - The contractor shall submit interim bill/bills for the work carried out 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.
9.6 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.

9.7 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.

9.8 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 from the amount retained as per Clause 4.5 or the contractor shall pay the amount of overpayment on demand.

9.9 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.
10.0 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. obtain a contract with the company as a result of ring tendering or other non-bona fide method of competitive tendering.

or

e. transfers, sublets, assigns the entire work or any portion there-off without the prior approval in writing from the Engineer-in-charge. The Engineer-in-charge may give a written notice, cancel the whole contract or portion of it in default.
10.1 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 reorganisation, 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 the legal representative or to the partnership concern.

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

a. to take possession of the site and any materials, constructional plant, implements, stores, etc. thereon.

b. to carry out the incomplete work by any means at the risk and cost of the contractor

c. to determine the amount to be recovered from the contractor for completing the remaining work or in the event the remaining work is not to be completed the loss/damage suffered, if any, by the company after giving credit for the value of the work executed by the contractor up to the time of cancellation less on a/c payments made till date and value of contractor's materials, plant, equipment, etc., taken possession of after cancellation.
d. to recover the amount determined as above, if any, from any money due to the contractor or 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.

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 10.1(d).

10.3 Suspension of work - The contractor shall on receipt of the order in writing of Engineer-in-charge (whose decision shall be final and binding on the contractor), suspend the progress of work or any part thereof for such time in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage, or endanger the safety thereof for any of the following reasons:

a) on account if any default on the part of the contractor, or
b) for proper execution of the works, or part thereof reasons other than the default of the contractor or,
c) for safety of the works, or part thereof.

The contractor shall, during such suspension properly protect and ensure the works to the extent necessary and carry out the instruction of the Engineer-in-charge. If the suspension is ordered for reasons (b) & (c), the contractor shall be entitled to an extension of time equal to the period of every such suspension, plus 25% for completion of the item or group of items of the work for which a separate period of completion as specified in the contract and of which the suspended work forms a part.

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 termination or suspension of the contract, on account of default on the part of the contractor, as narrated hereinbefore, the security deposit and other dues of this work or any other work done under this company shall be forfeited and brought under the absolute disposal of the company provided, that the amount so forfeited shall not exceed 10% of the contract value.”

10.4 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
a. 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.

b. to pay reasonable amount assessed and certified by the Engineer-in-charge of the expenditure incurred, if any, by the contractor on preliminary works at site. e.g. temporary access roads, temporary construction for labour and staff quarters, office accommodation, storage of materials, water storage tanks and supply for the work including supply to labour/staff quarters, office, etc.

c. to pay for the materials brought to site or to be delivered at site, which the contractor is legally liable to pay, for the purpose of consumption in works carried out or were to be carried out but for the foreclosure, including the cost of purchase and transportation and cost of delivery of such materials. The materials to be taken over by the company should be in good condition and the company may allow at its discretion the contractor to retain the materials in full or part if so desired by him and to be transported by the contractor from site to his place.

d. to take back the materials issued by the company but remaining unused, if any, in the work on the date of abandonment/reduction in the work, at the original issued price less allowance for any deterioration or damage caused while in custody of the contractor

e. to pay for the transportation of tools and plants of the contractor from site to contractor's place or to any other destination, whichever is less.

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 in terms of part 10.4(b),(c) and (e) above, 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.

If the contractor fails to complete the work and the order is cancelled, the amount due to him on account of work executed by him, if payable, shall be paid to him only after due recoveries as per the provisions of the contract and that too after alternative arrangements to complete the work has been made.
11.0 DEFECT LIABILITY CERTIFICATE / COMPLETION CERTIFICATE

Except in cases where the contract provides for "Performance Test" before issue of Defect Liability Certificate (Taking Over Certificate with list of defects), in which case the issue of Defect Liability Certificate shall be in accordance with the procedure specified therein, the contractor shall give notice of completion of work, as soon as the work is completed, to the Engineer-in-charge. The Engineer-in-charge shall within ................. days from the receipt thereof inspect the work and ascertain the defects/deficiencies, if any, to be rectified by the contractor as also the items, if any, for which payment shall be made at reduced rate. If the defects, according to the Engineer-in-charge are of a major nature and the rectification of which is necessary for the satisfactory performance of the contract, he shall intimate in writing the defects and instruct the contractor to rectify the defects/ remove deficiencies within the period and in the manner to be specified therein before issue of Defect Liability Certificate. In the event there are no defects or the defects/deficiencies are of a minor nature and the Engineer-in-charge is satisfied that the contractor has already made arrangements for rectification, of in the event of contractor's failure to rectify the defects for any reason whatsoever, the defects can be rectified by the company departmentally or by other means and the 50% of the security deposit of the contractor shall be sufficient to cover the cost thereof, he shall issue the Defect Liability Certificate indicating the date of completion of the work, defects to be rectified, if any, and the items, if any, for which payment shall be made at reduced rate including reasons therefor and with necessary instructions to the contractor to clear the site/place of work or all debris/waste materials, scaffoldings, sheds, surplus materials etc. making it clean and usable by the company.

11.1 In cases where separate period of completion for certain items or groups of items are specified in the contract, separate Defect Liability Certificate (Taking Over Certificate with list of defects), for such items or groups of items may be issued by the Engineer-in-charge after completion of such items on receipt of notice from the contractor only in the event the work is completed satisfactorily in every respect. Refund of security deposit and payment of final bill shall, however, be made on completion of the entire contract work, but not on completion of such items of work.
11.2 Before the date fixed for completion of work, the work as well as the site of work are to be made clean after removal of rubbish, scaffolding, surplus materials, temporary structures etc.

11.3 In case of contractor's failure, the Engineer-in-charge shall have right to get the work done at the cost of the contractor.

11.4 The contractor shall submit completion plans in the shape of "As Built Plans" in respect of all services, like electrical layouts, cable layouts, etc. as per actual execution. All such plans are to be supplied in triplicate copies.

12.0 ADDITIONAL RESPONSIBILITIES OF THE CONTRACTOR

The cost on account of "Additional Responsibilities of the Contractors" under this clause is deemed to be included in the tendered rates.

i. The company reserve the right to let other contractors also work 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 keep on the work, during the progress a competent Superintendent and necessary assistants who shall represent the contractor (s) in his/their absence. Important instructions shall be confirmed to the contractor(s) in writing. If the contractor/contractors in course of the works/find any discrepancy between the drawing, forming part of the contract documents and the physical conditions of the locality of any errors 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 as indicated above will be done at the risk of the contractor/contractors.

iii. The contractor/contractors shall employ only competent, skilful and orderly men to do the work. The Engineer-in-charge shall have 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. The contractor shall further be responsible for making
arrangements at his own cost for accommodation and other essential needs of the staff and workers under his employment.

iv. Precautions shall be exercised at all times for the protection of persons (including employees) and property. The safety required or recommended 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.

All scaffoldings, ladders and such other 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 no case any structure condemned by the Engineer-in-charge or his authorised representatives shall be kept on the work and such structures must be pulled down within three hours of such condemnation and any certificates or instructions, however, shall in no way detract the contractor(s) from his/their responsibility, as an employer, as the company shall in no way be responsible for any claim.

The contractor/contractors shall at all times exercise reasonable precautions for the safety of employees in the performance of his/their contract and shall comply with all applicable provisions of the safety laws drawn up by the State or Central 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.

v. 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.

vi. The contractor/contractors shall arrange to construct for the sanitary necessities of all persons employed on the work and maintain the same 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 works under these items shall be covered by the contractor's/contractors' tendered rates.

vii. The contractor/contractors shall furnish to the EIC 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.

viii. All duties, taxes and other levies payable by the contractor under the contract, or for any other cause as applicable on the last date of submission of tender shall be included in the rates, prices and the total Bid Price submitted by the bidder. All incidentals, overhead 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 tender and/or any increase over the rate existing on the last date of submission of tender shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.

a. In case of manufacture of bricks or collection of minor minerals in area (both virgin and non-virgin), acquired by the Company under the Coal Act, the contractor will have to produce a royalty clearance certificate from the District Authorities before full and final payment.

b. In case the company land is used for manufacture of bricks or extraction of gravel, etc., the contractor will have to pay compensation to the company (apart from the liability of the contractor to make the payment of royalty etc. to the State Government) at the same rates of royalty fixed by the State Government or an appropriate deduction may be made in the rate to be paid to the contractors.

ix. 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.

x. 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.
xi. 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.

xii. The work shall not be sublet to any other party, unless approved by Engineer-in-charge, in writing.

xiii. No fruit trees or valuable plant or trees with trunk diameter exceeding 150 mm dia. 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/contractors dues at the rate to be decided by the company. The rates quoted are supposed to include clearance of shrubs and jungles and removal of such trees upto 150 mm dia, as will be permitted by the Engineer-in-charge in writing.

xiv. 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 or the minimum wages fixed by the respective State Government as may be in force. The contractor/contractors shall make necessary payments of the Provident Fund for the workmen employed by him for the work as per the laws prevailing under provisions of CMPF and Allied Schemes and Miscellaneous provisions Act 1948 or Employees Provident Fund and Miscellaneous Provisions Act 1952 as the case may be.

xv. 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 including payment of provident fund etc. considered necessary as per prevalent Statutes, Acts and Laws and the company may arrange for witnessing the payment to the labourer by its representatives.

xvi. The contractor shall in addition to any indemnity provided by law, indemnify and keep indemnified

a. the company or any agent or employee of the company against any action, claim or proceeding relating to infringement or use of any patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or material included in the contract.

However, the amount so paid shall be reimbursed by the company in the event such infringement has taken place in complying with the specific directions issued by
the company or the use of such article or material was the result of any drawing and/or specifications issued by the company after submission of tender by the contractor.

The contractor must be notified immediately after any claim being made or any action brought against the company, or any agent or employee of the company in respect of any such matter.

b. the company against all losses and claims for injuries or damage to any third party or to any property belonging to any third party which may arise out of or in consequence of the construction or maintenance or performance of the work under the contract and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto

c. the company against all claims, damages or compensation under the provisions of payment of Wages Act, 1938, Minimum Wages Act 1948, Employer's Liability Act 1938, The Workmen's Compensation Act 1923, Industrial Disputes Act 1947, The Employees State Insurance Act 1948, CMPF and Allied Schemes and Provisions Act 1948, EPF and Miscellaneous Provisions Act 1952 and Maternity Benefit Act, 1961 or any modifications thereof or of any other law relating thereto and rules made thereunder from time to time, as may be applicable to the contract, which may arise out of or in consequence of the construction or maintenance or performance of the work under the contract and also against costs, charges and expenses of any suit, action or proceedings arising out of any accident or injury.

xvii 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.

The contractor/contractors shall take following insurance policies during the full contract period at his own cost:

a. In the case of construction works, without limiting the obligations and responsibilities under the contract, the contractor shall take insurance policy for the works and for all materials at site so that the value of the works executed and the materials at site up to date are sufficiently covered against risk of loss/damage to the extent as permissible under the law of insurance. The contractor shall arrange
insurance in joint names of the company and the contractor. All premiums and other insurance charges of the said insurance policy shall be borne by the contractor.

The terms of the insurance policy shall be such that all insurance claims and compensations payable by the insurers, shall be paid to the Employer and the same shall be released to the contractor in installments as may be certified by the Engineer-in-charge for the purpose of rebuilding or replacement or repair of the works and/or goods destroyed or damaged for which payment was received from the insurers. Policies and certificates for insurance shall be delivered by the contractor to the EIC for his approval before the starting date. Alterations to the terms of an insurance shall not be made without the approval of EIC.

b. Where any company building or part thereof is used, rented or leased by the contractor for the purpose of storing or using materials of combustible nature, the contractor shall take separate insurance policy for the entire building and the policy shall be deposited with the company.

c. 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.

d. 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 subcontractors 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.

e. 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.

xviii Daily work programme with progress of the previous day and deployment of labour related to work programme and attendance of workmen deployed during the
previous day shall be maintained in a register. This register shall be signed by authorized representative of the contractor which will then be checked and signed by the owner's representative. Every three months this register shall be deposited to the owner which shall then be owners property.

xix  Anything of historical or other interest or of significant value unexpectedly discovered on the site shall be the property of the owner. The contractor shall notify the EIC of such discoveries and carry out the EIC's instructions for dealing with them.

xx. **Approval by the Nodal Officer or his Nominee:** The Contractor shall submit specifications and drawings showing the proposed Temporary Works to the Nodal Officer/Engineer-in-charge or nominee, who is to approve them if they comply with the specifications and drawings. The Contractor shall be responsible for design of Temporary Works. The Nodal Officer/Engineer-in-charge or his Nominee’s approval shall not alter the Contractor’s responsibility for design of the Temporary Works.

xxi. **Operating and Maintenance Manual:** If “as built” drawings and/or operating and Maintenance Manuals are required the contractor shall supply them by the date stated in the contract. If the contractor does not supply the drawings and/or Manuals by the dates stated in the contract, or they do not receive the Nodal Officer or his nominee’s approval, the Nodal Officer or his Nominee shall withhold the amount stated in the contract from payments due to the contractor.
13.0 LIABILITY FOR ACCIDENTS
The company (BCCL) will not be responsible for any accident/ loss during work to any workman / staff or any one whose job is assigned by the Contractor.

14.0 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, 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 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.

If differences still persist, the settlement of the dispute with Govt. Agencies shall be dealt with as per the Guidelines issued by the Ministry of Finance, Govt. of India in this regard. In case of parties other than Govt. Agencies, the redressal of the dispute may be sought in the Court of Law.

15.0 DEFECTS LIABILITY PERIOD
In addition to the defect/s to be rectified by the contractor as per terms of the contract, the contractor shall be responsible to make good and remedy at his own expense the defect/s mentioned hereinafter within such period as may be stipulated by the Engineer-in-charge in writing.

a. Any defect/s in the work detected by the Engineer-in-charge within a period of six months ( for civil works) / twelve months ( for electrical and mechanical works ) from the date of issue of Defect Liability Certificate (Taking Over Certificate with list of defects)

b. In the case of building works or other works of similar nature any defect in the work detected by the Engineer-in-charge within period of six months from the date of issue of Defect Liability Certificate or before the expiry of one full monsoon period i.e. June to September whichever is later in point of time.

The defect liability period shall be deemed to have been extended in (a) and (b) above till the rectification of the defects by the contractor to the satisfaction of the Engineer-in-charge.
**ADDITIONAL TERMS & CONDITIONS OF CONTRACT**

The following additional terms & conditions are also acceptable to the Company. The tenderers are requested not to quote any additional conditions in their tender.

1. **MOBILISATION ADVANCE**
   i) No mobilization advance is payable for works whose estimated value is less than Rs.100.00 lakhs
   ii) For contracts valuing more than Rs.100.00 lakhs, mobilization advance will be paid up to 5% of the contract value subject to submission of Bank Guarantee in the prescribed format for equal amount.
   iii) The mobilization advance shall be recovered from the bills of the contractors from the second running account bill onwards @ 20% of the advance amount paid.
   iv) The value of Bank Guarantee may be reduced to the extent such advance is recovered by the company subject to the conditions that value of Bank Guarantee amount at any time is more than the recoverable outstanding advance. Bank Guarantee shall be irrevocable and from a Nationalised Bank/Scheduled Bank.
   v) Interest on mobilization advance will be charged as per the rate of CIL’s borrowing rate under cash credit arrangement as varying from time to time.

2. **PRICE VARIATION CLAUSE**
   If the prices of materials (not being materials supplied at fixed issue rates by the company) and of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed hereafter.

   a) The amount of the contract shall accordingly be varied, subject to the conditions 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. The clause shall not be applicable for works for which the stipulated period of completion is 6 months or less.
   b) The base date for working out such price variation shall be the last date on which the price bids or revised price bids were stipulated to be received.
   c) The compensation of Price variation shall be worked out at quarterly intervals and shall be with respect to the cost of work done during the previous three months. The first such payment shall be made at the end of three months after the month(excluding)in which the tender was accepted and thereafter at three month'.
   d) 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.
2.1. **PRICE VARIATION FOR LABOUR**

The amount paid to the contractor for the work done shall be adjusted for increase or decrease in the cost of labour and the cost shall be calculated quarterly in accordance with the following formula:

\[
VL = W \times \frac{A}{100} \times \frac{L - Lo}{Lo}
\]

Where:

- **VL** = Variation in labour cost i.e. increase or decrease in the amount in rupees to be paid or recovered.
- **W** = Value of work done during the period under reckoning to which the price variation relates as indicated in the clause no.2.4 of the ADDITIONAL TERMS AND CONDITIONS OF CONTRACT’.
- **A** = Component of labour expressed as percentage of the total value of work adopted from Table-1
- **Lo** = Minimum wages for unskilled workers payable as per the Minimum Wages Act/Rules of the State or Central Government, whichever is more, applicable to the place of work as on the last date stipulated for receipt of the Price bids or Revised Price bids whichever is later.
- **L** = Revised minimum wages of unskilled workers corresponding to Lo during the period to which the variation relates.

2.2 **PRICE VARIATION ON MATERIALS:**

The amount to be paid to the contractor for the work done shall be adjusted for increase or decrease in the cost of materials and the cost shall be calculated quarterly in accordance with the following formula:

\[
Vm = W \times \frac{B}{100} \times \frac{M - Mo}{Mo}
\]

Where:

- **Vm** = Variation in material cost i.e. increase or decrease in the amount in rupees to be paid or recovered.
- **W** = Value of work done during the period under reckoning to which the price variation relates as indicated in clause no.2.4 of the ADDITIONAL TERMS AND CONDITIONS OF CONTRACT’.
- **B** = Component of material expressed as percentage of the total value of work adopted from Table-1
- **M** = Average All India Wholesale Price Index for all commodities for the period to which price variation relates as published by the RBI Bulleting, Ministry of Industry & Commerce, Govt. of India.
- **Mo** = All India Wholesale Price Index for all commodities as published by the RBI Bulletin, Ministry of Industry & Commerce, Govt.of India, relating to the last date on which
2.3 PRICE VARIATION ON POL:

The amount to be paid to the contractor for the work done shall be adjusted for increase or decrease in the cost of POL and the cost shall be calculated quarterly in accordance with the following formula:

\[
V_f = \frac{C (F - F_0)}{W \times 100}
\]

Where:

\(VF\) = Variation in the cost of fuel, oil & lubricants increase or decrease in the amount in rupee to be paid or recovered.
\(W\) = Value of work done during the period under reckoning to which the price variation relates as indicated in the clause no.2.4 of the ‘ADDITIONAL TERMS AND CONDITIONS OF THE CONTRACT’
\(C\) = Component of POL expressed as percentage of the total value of work adopted from Table-1.
\(F\) = Average Index Number for Wholesale Price for the group of fuel, power, light and lubricants as published by Economic Advisor, Ministry of Industry, Govt. of India prevalent on the last date of receipt of price bids whichever is later.

2.4 WHILE CALCULATING THE VALUE OF ‘W’ THE FOLLOWING MAY BE NOTED:

The cost on which the escalation/price variation shall be payable shall be reckoned as 85% of the cost of work as per the bills to which escalation relates, and from this amount the value of materials supplied or services rendered at the prescribed charges under the relevant provisions of the contract, and proposed to be recovered in the particular bill, shall be deducted before the amount of compensation for escalation/price variation is worked out. In the case of materials brought to site for which any secured advance is included in the bill, the full value of such materials as assessed by the Engineer-in-Charge (and not the reduced amount for which secured advance has been paid) shall be included in the cost of work done for operation of this clause. Similarly when such materials are incorporated in the work and the secured advance is deducted from the bill, the full assessed value of the materials originally considered for operation of this clause should be deducted from the cost of the work shown in the bill, running or final. Further the cost shall not include any work for which payment is made at prevailing market rate.

2.5 in materials price and/or wages of labour before mentioned would be made in case of contracts In the event the price of materials and/or wages of labour required for escalation of the work decreases, there shall be downward adjustment of the work so that such price of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formulae hereinbefore stated under this clause shall mutatis/ mutandis apply provided that no such adjustment for decrease in which the stipulated period of the completion of the work is less than six months.
### Table -1 Value of A,B & C in the Price variation formula in the Additional Terms and Conditions of Contract

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Particulars</th>
<th>A (Labour Component)</th>
<th>B (Material component)</th>
<th>C (POL component)</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>For building works</td>
<td>25</td>
<td>75</td>
<td>NIL</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>For Road works</td>
<td>15</td>
<td>80</td>
<td>05</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>For external sewerage</td>
<td>10</td>
<td>90</td>
<td>NIL</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Electrification</td>
<td>75</td>
<td>25</td>
<td>NIL</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Sanitary and external</td>
<td>15</td>
<td>85</td>
<td>NIL</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Electrification (Through labour rate contract)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>For steel structural works</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>For steel structural works with Department free supply of rolled Syteel sections(through labour rate contract.)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Department free supply of rolled Syteel sections(through labour rate contract.)</td>
<td>25</td>
<td>75</td>
<td>NIL</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Syteel sections(through labour rate contract.)</td>
<td>35</td>
<td>65</td>
<td>NIL</td>
<td></td>
</tr>
</tbody>
</table>

For all other works not listed above, the component of labour, material and POL of the total cost of work shall be as specifically indicated in the tender document.

The price variation clause as stated above will be applied for extended time frame of a contract by following the principles as under:

i) Normally, if and when it is understood that a contract is not going to be completed within the scheduled time period, the contract is kept operative by extending the time of completion provisionally. During this provisional extended period the operation of the Price Variation Clause will remain suspended.

ii) If and when it is decided at the end of the successful completion of the work that the delay was due to causes not attributable to the contractor, then the Price Variation Clause will be revived and applied as if the scheduled date of completion has been shifted to the approved extended date.

iii) If it is decided at the end of successful completion of the work that the delay was due to the fault of the contractor then the Price Variation Clause will be revived and no payment will be made to the contractor on this account. Additionally the Clause related to compensation for delay will be applied.
iv) In some cases the total delay may be partially due to causes not attributable to the contractor and partially due to his fault. It may be difficult to exactly quantify the total delay proportionately in such cases. The Price Variation Clause under such condition will be made operative for the entire extended time period by freezing the relevant indices on the date of the scheduled date of completion as originally fixed in the contract/agreement. At the same time the Clause related to the compensation for delay will also be applied.

3 PERFORMANCE AND PERFORMANCE GUARANTEE:

3.1 Tests:
The final test as to the performance and guarantees shall be conducted at site, by the Company. Such tests shall be commenced within a period of 2(two) months after successful completion of Trial Operations. Any extension of time beyond the above 2(two) months shall be agreed upon.

The test shall be binding on both the parties of the contract to determine the compliance of the equipment with the performance guarantee.

The available instrumentation and control equipment will be used as far as practicable. However, unmeasurable parameters shall be taken into account in a reasonable manner by the Engineer in Charge for the requirement of these tests. The tests will be conducted at the specified load points and as near the specified cycle conditions as practicable. The Engineer in Charge will apply proper corrections in calculations, to take into account conditions which do not correspond to the specified conditions.

Any special equipment tools and tackles required for the successful completion of the performance and Guarantee Test shall be provided by the contractor, free of cost.

The guaranteed performance figures of the equipment shall be provided by the contractor during these performance and Guarantee Tests. Should the results of these tests show any decrease from the guaranteed values, the contractor shall modify the equipment as required to enable it meet the guarantees. In such cases, performance and guarantee tests shall be repeated within one month, from the date of equipment is ready for re-test and all cost for modifications including labour, materials and the cost of additional testing to prove that the equipment meets the guarantees, shall be borne by the contractor.

The specific tests to be conducted on equipment have been brought out in the Technical Specifications.

Performance and Guarantee Test shall make allowance for instrumentation errors as may be decided by the Engineer-in-charge.

In the event of an emergency where, in the judgment of the Engineer-in-Charge, delay would cause serious loss or damage, repairs or adjustments may be made by the Engineer in Charge or a third party chosen by the Engineer-in-Charge without advance notice to the contractor and the cost of such work shall be paid by the contractor.

3.2 Performance guarantees:

As a Contract Security, the successful Bidder, to whom the work is awarded, shall be required to furnish a Performance Guarantee from a nationalized bank, in the form as given in the instructions to Bidders, in favour of the Company. The guarantee amount shall be equal to 10%(ten percent) of the contract, price and it shall guarantee the faithful performance of the contract in accordance with the terms and conditions specified in these documents and specifications. The guarantee shall be valid upto 90 (ninety days) after the end of guarantee period. The guarantee amount shall be payable to the owner without any conditions whatsoever.
The performance guarantee shall cover additionally the following guarantees to the owner:
- the successful bidder guarantees the successful and satisfactory operation of the equipment furnished and erected under the contract, as per the specifications and documents.
- the successful bidder further guarantees that the equipment provided and installed by him shall be free from all defects in design, material and workmanship and shall upon written notice from the owner fully remedy free of expenses to the owner such defects as developed under the normal use of the said equipment within the period of guarantee specified in the relevant clause of the General Terms and Conditions.

The Performance Guarantee will be returned to the Contractor without any interest at the end of the Guarantee period.

The contractor shall warrant that the equipment will be new and in accordance with the Contract Documents and be free from defects in materials and workmanship for a period of 12(twelve) calendar months commencing immediately upon the satisfactory completion of the Trial Operations. The contractor’s liability shall be limited to the replacement of any defective parts in the equipment of his own manufacture or those of his sub contractors, under normal use and arising solely from faulty design, materials and/or workmanship provided always that such defective parts are repairable at the site and are not in the meantime essential in the commercial use of the plant. Such replaced defective parts shall be returned to the contractor unless otherwise arranged. No repairs or replacement shall normally be carried out by the Engineer-in-Charge when the plant is under the supervision of the contractor’s supervisory engineers.

In the event of an emergency where, in the judgment of Engineer-in-Charge delay would cause serious loss or damage, repairs or adjustments may be made by Engineer-in-Charge or a third party chosen by the Engineer-in-Charge without advance notice to the contractor and the cost of such work shall be paid by the contractor, or by the surety, in the event such action is taken by the Engineer-in-Charge, the contractor will be notified promptly and he shall assist wherever possible in making the necessary corrections. This shall not relieve the contractor’s liability under the terms and conditions of the contract.

If it becomes necessary for the contractor to replace or renew any defective portions of the plant under this clause, the provisions of this clause shall apply to the portions of the plant so replaced or renewed until the expiration of 12(twelve) months from the date of such replacement or renewal, if any defects be not remedied within a reasonable time, the Engineer may proceed to do the work at the contractor’s risk and costs, but without prejudice to any other rights which the owner may have against the contractor in respect of such defects.

The repaired or new parts will be furnished and erected free of cost by the contractor. If any repair is carried out on his behalf at the site, the contractor shall bear the cost of such repair. The cost of any special or general overhaul rendered necessary during the maintenance period due to defects in the plant or defective work carried out by the contractor shall be borne by the contractor.

The acceptance of the equipment by the engineer in Charge shall in no way relieve the contractor of his obligation under this clause.

In the case of those defective parts which are not repairable at site but are essential for the commercial operation of the equipment, the contractor and the Engineer in Charge shall mutually agree to a programme of replacement or renewal which will minimize to the maximum extent, in the operation of the equipment.

At the end of the guarantee period, the contractor’s liability ceases except for latent defects. In respect of goods supplied by Subcontractors to the contractor where a longer guarantee (more than 12 months) is provided by such sub contractors, the owner shall be entitled to the benefit of such longer guarantee.
**Scope of work**

(i) The work is to excavate earth (all kind of soil and hard rock requiring blasting) from Companies land and/or from the land arranged by the management and dump the same outside the excavated area as per instruction of Engineer-In-charge.

(ii) The area required to be excavated shall be shown in the drawing given by the Engineer-In-charge and/or his authorized representatives.

(iii) The area thus setout shall be cleared from all obstruction such as rubbish of all kind of vegetations, bush. No payment shall be made for this to the contractor.

(iv) After clearance of site, a central line of excavation will given by the Engineer-In-charge or his authorized representative and it will be responsibility of the contractor to go ahead with further detailed lay out, bench marks etc (the permanent bench marking by constructing pillars, center shall be permanently laid by the contractor at his own cost and shall remain at places till handing over the work)

(v) The excavation shall include the removal of materials whatever mentioned and whether wet or dry exactly in accordance with the all levels and contours shown on the plan or as directed by the Engineer-In-Charge. No extra payment will be allowed for removal of semi liquid mud/sludge during the entire excavation of soil/or rock and the rate quoted for the respective item of work shall be deemed to have been covered the same. It shall be taken to the exact level and gradient of the lowest floor and side shall be cut by maintaining the statutory benches as required for the purpose.

(vi) The Company (BCCL) shall provide the required land for execution entirely/in a phased manner and/or restrict the magnitude of work depending upon the availability of the land for the purpose for which contractor will have no claim on BCCL and no compensation on this ground will be paid to the contractor

(vii) The cost of manpower and materials required for making pillars etc for survey measurement shall be on account of contractor and rate quoted by the tenderer deemed to have included the cost.
BANK GUARANTEE PROFORMA FOR

EARNEST MONEY DEPOSIT/ BID SECURITY

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

(TO BE ISSUED BY ANY SCHEDULED BANK
AUTHORISED BY RBI TO ISSUE A BANK GUARANTEE)

To:
Bharat Coking Coal Limited,
Koyla Bhavan, Koyala Nagar, Dhanbad 826005

WHEREAS ________________ [name and address of Bidder] (hereinafter called “the Bidder”) shall be submitting its Bid dated _________ [date of the Bid] for the work. __________ [name of the work] (hereinafter called “the Bid”).

KNOW ALL MEN by these present that we, _____________ [name of the bank] of __________ [name of the country] ________________ having our registered office at . . . . . . . . [address of the bank] (hereinafter called “the bank”), are bound unto the Bharat Coking Coal Limited, Koyla Bhavan, Koyala Nagar, Dhanbad 826005 (hereinafter called “the Employer”) for the sum of . . . . . . . . . [amount of the Guarantee in words and figures] for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said bank this _______ day of ________20___.

We, _____________ [name of the bank] undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand. The employer has to only mention that the amount claimed by it is due to the occurrence of any
one or both the conditions mentioned in 1 and 2, given hereafter, specifying the occurred condition or conditions.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of Bid Validity specified by the Employer on the bid form.

2. If the Bidder withdraws, having been notified of the acceptance of its bid by the Employer during the period of Bid Validity,

   a) by failing or refusing to execute the Contract Agreement when required or
   b) by failing or refusing to furnish the Performance Security (if any) in accordance with the Bid conditions.

This guarantee will remain in full force up to and including the date _____________ and any demand in respect thereof should reach the Bank not later than the date of expiry of this guarantee.

For and on behalf of the Bank.

Signature _________________________

Name _________________________

Designation _________________________

Common Seal of Bank _________________________
BANK GUARANTEE PROFORMA FOR

PERFORMANCE SECURITY/GUARANTEE

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

(TO BE ISSUED BY ANY NATIONALISED/SCHEDULED BANK
AUTHORISED BY RBI TO ISSUE A BANK GUARANTEE)

To:
Bharat Coking Coal Limited,
Koyla Bhavan, Koyla Nagar, Dhanbad 826005

In consideration of the Bharat Coking Coal Limited, having its Registered office at Koyla Bhavan, Koyla Nagar, Dhanbad 826005 (hereinafter called to as the “Employer” which expression shall unless repugnant to the context or meaning thereof, include all successors, administrators and assigns) having awarded to ______________ [Name & Address of the Contractor] (hereinafter called to as “Contractor” which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns) the work ______________ [Name of the Work] by issue of Letter of Award No. ________ [Work Order/Letter of Intent No.] and the same having been unequivocally accepted by the Contractor resulting into a Contract Agreement dated __________ valued at ________________ [value of Work Order] (hereinafter called ‘the Contract’) and the Employer having agreed to accept Performance Bank Guarantee of ___ [indicate figure]% of the Contract Sum ________________ [amount in figures and words] from a Nationalised/Scheduled Bank for due performance of the work executed by the Contractor as per the terms & conditions contained in the said Contract.

We, ____________________ [name of the Bank], of ____________________ [address of the Bank] (hereinafter called to as “Bank” which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer immediately on demand and or, all money payable by the Contractor to the extent of ________________ [amount of guarantee in figures and words ], at
any time from _________ to _________ without any demur, reservation, recourse, contest or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrecoverable and shall continue to be enforceable as per the terms & conditions contained in the said Contract.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time, to extend the validity of time of Performance of the Contract by the Contractor. The Employer shall have the fullest liberty without affecting this Guarantee, to postpone, from time to time, the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forebear or to enforce any covenants contained or implied in the Contract, between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to matter aforesaid or any of them or by reason of any other act of forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank. The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor in first instance, without proceeding against the Contractor and notwithstanding any security or other Guarantee that the Employer may have in relation to the Contractor’s liabilities.

Dated this ______________day of _______________, 20___ at ________________

For and on behalf of the Bank.

Signature   _________________________
Name    _________________________
Designation   _________________________

Common Seal of Bank   _________________________
AGREEMENT FORM
(On Non- Judicial Stamp Paper)

This agreement, made the __________ day of __________ 200... between Bharat Coking Coal Limited, Koyla Bhavan, Koyala Nagar, Dhanbad 826005 (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) Scope of work, 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

The Common Seal of _____________________________________________

was hereunto affixed in the presence of: _____________________________

Signed, Sealed and Delivered by the said _____________________________

________________________________________________________________

in the presence of: ________________________________________________

Binding Signature of Employer _______________________________________

Binding Signature of the Contractor _________________________________
INSTRUCTIONS AND IMPORTANT NOTES TO BIDDERS:-

1. Bidders are required to quote the quantities, Rate per unit, amount etc. in the respective column. Unit price should be in words as well as in figures.

2. Quantity should be as per scope of work and bill of quantities defined in the tender document and should cover all requirements of the system.

3. The rate should be quoted in accordance with the technical specification, scope of work, time schedule, bill of quantity and form of price bid.

4. The bidders downloading tender document from website note the following in addition:

   The company shall not be responsible for any delay/ difficulties/ inaccessibility of the downloading facility for any reason whatsoever.

   The bidders, who will download the tender documents from the website of the company, will be required to pay the cost of tender documents (application fee) by bank draft as per NIT along with the tenders in separate envelope.

   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 document is found to be done at the time of opening of tender.

   The bank draft towards the cost of tender document (application fee) and the undertaking of the tenderer as mentioned above shall be submitted in a separate envelop marked “Cost of Tender Document and the Undertaking” and not with part-I/ EMD.

   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 on the tenderers. No claim on this account will be entertained.
PRICE BID

PART-II
Bharat Coking Coal Limited

Tender Document

Part - II

1. Name & Place of Work: - Diversion of Chatkari Jore at Pandebera
   Section of Kujama Colliery of Bastacola Area, BCCL

2. Ref. No. BCCL/GM (CMC)/ Jore Diversion/ 2008/1129
   Dt 19.12.2008

   3. Estimated Cost: - Rs.1,93,92,207.52= (Rs One Crore Ninety Three
      Lakhs Ninety Two Thousand Two Hundred Seven and Paisa Fifty Two) only
PRICE - BID

Part – II  : - Contains 05(Five) Pages.

Name of Work : - Diversion of Chatkari Jore at Pandebera Section of Kujama Colliery of Bastacola Area, BCCL.

Date & Time of submission of Tenders : - Up to 3.30 P.M. on 02.02.2009

Name & Address of the Tenderer : - ________________________________
to whom issued

______________________________

______________________________

Date of issue: - ________________________________

Application fee of Tender Document :- Rs. 1500/ Set

Bank draft / Cash Receipt No. & Date: - ________________________________

Signature of the officer issuing Tender Papers
P/1
BHARAT COKING COAL LIMITED

PART----II (PRICE BID)


1. Name & address of the Tenderer :- ----------------------------------
   ----------------------------------
   ----------------------------------

2. Name of person /official (with designation) authorised to submit Price Bid:
   :- ----------------------------------

1. Amount of Earnest Money / Bid Security: -- Rs 1,93,900/-

Name and place of work :- BCCL/GM(CMC)/Jore Diversion/2008/1129 Dt.19.12.2008

I/ We have agreed to do the above mentioned work as per my/our quoted rates as under with due consideration of various stipulations given in the Part-I & Part-II of the tender document governing my / our quoted rates irrespective of whether all are specifically mentioned in the description of item or not.

I / We also hereby declare to abide by all the terms and conditions and various stipulations of the tender document (Part- I & Part- II).

(Rates quoted in figures as well as in words and the amount worked out for each item accordingly and duly totaled ).

Signature of the Tenderer
BILL OF QUANTITY / SCHEDULE OF QUANTITIES:

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Description of Item</th>
<th>Quantity</th>
<th>Unit</th>
<th>Rate (Rs)</th>
<th>Amount (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Earth work in excavation in foundation trenches or drains (not exceeding 1.5m in width or 10 sqm on plan) including dressing of sides and ramming of bottoms, 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 soil.)</td>
<td>23293.20</td>
<td>CUM</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Excavation work in foundation trenches or drains not exceeding 1.5m in width or 10 sqm on plan including dressing of sides and ramming of bottoms, 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. (Hard rock requiring blasting)</td>
<td>81986.80</td>
<td>CUM</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of the Tenderer

“The quoted offer should be exclusive of Service Tax. Notwithstanding the provisions as stipulated at clause 12(VIII) of General Terms and Conditions of the Tender Document, if Service Tax is legally payable by the Tenderer in relation to this Contract, the same will be reimbursed by BCCL on production of documentary evidence of having made such payment”

Signature of the Tenderer