

# **TENDER DOCUMENT**

**FOR**

## **PREPARATION OF STOWING MATERIAL FROM OVER BURDEN OF MINES FOR STOWING IN MINES OF BCCL**

**NIT No: - BCCL/GM(CMC)/F-NIT/Stowing Material/2011/324 Date 13.06.2011**



### **Bharat Coking Coal Limited**

(A Subsidiary of Coal India Ltd)  
Contract Management Cell  
Level – V, Koyla Bhawan, Koyla Nagar  
Dhanbad-826005.  
Phone/Fax No : 0326-2230206

## **Index**

<b>SECTIONS</b>	<b>Description</b>	<b>Page no</b>
<b>PART – I</b>	Tender issue details	<b>3</b>
	Tender Notice	4 - 8
	TECHNICAL TERMS AND CONDITIONS	9 - 23
	COMMERCIAL TERMS AND CONDITIONS	24 - 30
	PRICE / RATE	31
	Forms of Bid Qualification information, Affidavit, Formats, Proforma etc Technical and Commercial, Integrity Pact	32-47
<b>PART – II</b>	Price bid submission details	48
	Scope of work / Bill of quantities	49-50



**Bharat Coking Coal Limited**  
**(A Subsidiary of Coal India Ltd)**  
**Koyla Bhawan, Koyla Nagar, Dhanbad**

**TENDER DOCUMENT**

**PART – I**

Contain 45 marked pages

**Name of Work:** PREPARATION OF STOWING MATERIAL FROM OVER BURDEN  
OF MINES FOR STOWING IN MINES OF BCCL

**NIT No:** - BCCL/GM (CMC)/F-NIT/Stowing Material/2011/ 324 Date 13.06.2011

Date and Time of Submission of Tender: As per NIT

Date and Time of Opening of Tender (Part – I): As per NIT

Name & address of Tenderer : .....

To whom issued .....

Date of Issue :

Cost of Tender Document : As per NIT

Ref. of Cost of Tender Document.

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

Signature of the Official  
Issuing the Tender Document with Seal



**BHARAT COKING COAL LIMITED**  
(A SUBSIDIARY OF COAL INDIA LIMITED)  
**CONTRACT MANAGEMENT CELL**  
Level – V, Koyla Bhawan, Dhanbad - 826005.

**NOTICE INVITING TENDER**

NIT No. BCCL/ CMC/ F- NIT / Stowing Material /2011/ 324

Date 13.06.2011

**1. Invitation of bid**

Sealed tenders are invited from reputed and experienced Contractors for the following work:

Name and description of work:	Quantity of work	Estimated Cost	Cost of Tender Document	EMD	Contract Period
Preparation of stowing material from over burden of mines for stowing in mines of BCCL	49,38,000cum	` 80,83,31,984/-	` 5000/- (non refundable)	` 1243600/-	6½ (Six and half) year

**NOTE: Award will initially be for 2 (two) years and on the basis of satisfactory performance, the period may be extended for next 4 (four) years.**

**2. Introduction:**

- 2.1 Bharat Coking Coal Limited (BCCL) intends to prepare Stowing Material contractually from Over Burden of its mines for the purpose of stowing.
- 2.2 Bharat Coking Coal Limited (BCCL) invites Bids from reputed and experienced Contractors, for Preparation of Stowing Material from Over Burden as detailed in the Bid Document.

**3. Scope of work:**

- a. Drawing of over burden (excluding top soil, sub soil & clay) from OB dump yard within 1 Km (from the plant boundary) and preparation of stowing material from overburden, segregation of combustible material, crushing the stone to the specified size, washing crushed material to bring it to specified quality and stacking the stowing material in stack yards within 1.0 Km from the plant premises and dumping the rejects in specified sites within 1 km from plant boundary.

Six months has been considered for installation and commissioning of the Plant/system. Six Years will be the effective production period of the contracts per clause no 13.0, if the work is extended after 2 years of successful completion of first award to the satisfaction of the company.

- b. Preparation of 49,38,000 cum of stowing material in six years as specified in the tender document, disposal of clay and other rejects outside the plant at the sites shown by BCCL within 0-1 km distance from the plant boundary.

c. Specification of the stowing material to be prepared :

SNo	Parameter	Value
1	Specific Gravity (gm/cc)	2.5
2	Bulk Density (gr/cc)	1.5
3	% of particles 600 – 150 microns size (Rest of the stowing material can be 150 – 53 microns size)	84% - 96%
4	Clay content	Below 1.5%
5	Porosity	40%
6	Boulders/pebbles	Nil
N.B.-(% means % of total volume)		

The stowing material so prepared shall be suitable for stowing operations of BCCL mines and flow smoothly through Bunkers, hoppers, chutes troughs, cones, pipes and pipe fittings. To get first hand information, the bidder is advised to visit mines and Stowing systems in BCCL.

On gaining experience, joint exercise shall be conducted to modify the standards stipulated to suit to the requirement cited above.

Sample of the finished material should be tested by the contractor for specification checking at CIMFR, Dhanbad or Indian School of Mine University, Dhanbad quarterly at his own cost and report be submitted to the authority/Engineer in Charge.

In case the system of preparing like nature of stowing materials fails, the contractor shall take out the establishment at his risk and cost and BCCL shall not be in any way responsible for the same.

#### 4. Availability of Bid Documents

- a) Tender documents including terms and conditions of work, shall be available on any working days in working time from 27.06.2011 to 13.07.2011 from the following places on payment of cost of Tender Document either in cash or by Bank Draft drawn in favour of "Bharat Coking Coal Limited" on any scheduled Bank payable at its branches at Dhanbad ,
  - I. Office of the General Manager (CMC), Level- V, Koyla Bhawan, Koyla Nagar, Dhanbad – 826005, Jharkhand.
  - II. Office of the Chief Sales Manager, BCCL, Sales & Marketing Deptt., 6, Lyons Range, Kolkata – 700001.
- b) Tender Documents can also be downloaded directly from the Web-site of BCCL at <http://bccl.cmpdi.co.in> and such tenderers, while submitting their tenders will have to enclose a Bank Draft towards cost of Tender Document along with their tenders in a separate envelope marked "Cost of Tender Documents and the Undertaking" and not with Part-I / EMD. 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.

#### 5. General Instructions for Submission of Tender

- a) Tenderer is required to submit his offer in sealed covers as detailed here after in clause of NIT "Receipt to Tenders".
- b) 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.
- c) 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 drawn in favour of Bharat Coking Coal Limited on any scheduled Bank payable at its branch at Dhanbad at the time of submission of tenders.
- d) 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.
- e) The bank draft towards the cost of tender documents (application fee) and the undertaking of the tenderer (as stated above) shall be submitted in a separate envelope marked "Cost of Tender Documents and the Undertaking" and not with Part-I / EMD.

- f) In case of any discrepancy between the tender documents downloaded from 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.
- g) For detailed information and items of work, please see Tender Document on our website or contact Office of the General Manager (CMC), BCCL, Level-V, Koyla Bhawan, Koyla Nagar, Dhanbad – 826005.

#### 6. Application Fee For Tender Document:

The application fee for tender documents shall be ` 5000/- (Rupees Five Thousand) only, payable either in cash or by bank draft/demand draft drawn in favour of Bharat Coking Coal Limited, on any scheduled bank payable at its branch at Dhanbad.

#### 7. Earnest Money:

Earnest money/Bid security of ` 12,43,600/- (Rupees Twelve Lakhs Fourty three thousand Six hundred) only is to be deposited in the form of irrevocable Bank Guarantee (from any Scheduled Bank **payable at its branches at Dhanbad / Kolkata**) with validity of 28 (Twenty eight) days beyond the validity of the Bid in the format given in the Bid Document. Certified Cheques and Demand Drafts will also be acceptable as Earnest Money/Bid Security drawn in favor 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 finalization of the tender and shall bear no interest. Earnest money/Bid security is to be deposited in a separate sealed envelope and not with Part-I or Part-II.

#### 8. Eligibility Criteria

- a) The intending bidder must have in its name as a prime contractor, experience of having successfully executed /executing of similar nature (production of stowing material, normally free from combustible material, from OB or sand stone crushing with washing facility for production of item of specified quality) valuing 65% of the annualised value of the work or the estimated value of work whichever is less, put to tender, in any year during last 7(seven) years ending last day of month previous to the one in which bid applications are invited.

In case 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 as a sub contract is in compliance with the provisions of such sub contract in the original contract awarded to prime contractor.

Joint ventures are also acceptable. The requirement in respect of Joint Ventures is detailed in tender document.

The intending bidder must conform to the Technical Specifications as detailed in the Tender Document.

BCCL may consider the performance of the works earlier awarded and executed in this respect by the bidders including safety record while awarding the contract.

- (b) The bidder must produce evidence of adequacy of a minimum working capital (either 20% of the annualised value of the work or the estimated value of work whichever is less) for this contract. In case of obtaining lines of credit the certificate from scheduled Bank should be produced.
- (c) The fleet requirement is indicated as below

Description	Minimum Fleet requirement for the work
Tipper (Nos / Capacity)	41 Nos/ 410 Te
Pay Loader (Nos / Capacity)	3 Nos 2.5 cum each
Excavator (Nos / Capacity)	2 Nos 3.00 cum each

The bidder is required to give an undertaking in the form of an affidavit in the prescribed format given in Annexure-D of tender document to deploy matching equipments/tippers/Payloaders/Excavator as per NIT either owned or hired.

## **9. Submission of bids**

Sealed Tenders/Bids have to be submitted by the tenderers in four envelopes duly sealed separately and put in one outer cover envelope duly sealed with. The covers should be super scribed as

1. Cost of Tender Document and undertaking ( incase tender is downloaded from website)
2. Earnest Money/Bid Security Deposit
3. Techno-commercial Bid ( Part-I)
4. Price Bid (Part-II)

All the envelopes including top cover envelope should be super scribed with name of work, NIT No. and date, full name, address and telephone nos of the tenderer.

After opening main cover the envelope containing cost of Tender Document & envelope containing Earnest Money will be opened first and if found in order in all respect as per requirement of NIT then only the Techno-Commercial Bid (Part –I ) of the tender will be opened otherwise tender will be rejected without opening Part - I.

## **10. Validity Period of Offer-**

The rates offered in Part II should be valid for four calendar months from the date of submission of the tender.

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

## **11. Pre Bid Meeting**

- (i) A Pre Bid Meeting will be held on 20.07.2011 at 11.30 AM along with intending tenderers in the Office of the General Manager (CMC), BCCL , Level-V, Koyla Bhawan, Koyla Nagar, Dhanbad-826005, Jharkhand.

## **12. Reciept of Tenders**

Tender will be received in sealed cover on 27.07.2011 up to 15.30 hours at

- (i) Office of the General Manager (CMC), Level-V, Koyla Bhawan, Koyla Nagar, Dhanbad-826005, Jharkhand
- (ii) Office of the Chief Sales Manager, BCCL, Sales & Marketing Deptt., 6, Lyons Range, Kolkata-700001

## **13. Opening of Bids**

Part –I of tender will be opened at 16:00 hrs on 29.07.2011 at the office of the General Manager (CMC), BCCL, Level-V, Koyla Bhawan, Koyla Nagar, Dhanbad-826005

14. 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.
15. Initially a work order for 2(two) years will be issued to the successful bidder. On successful completion of this work to the acceptance of the company only, another work order for 4(four) years will be issued.

**16. Integrity Pact**

Bidders are required to sign the integrity pact as per format (Annexure – F) given in the tender document part-I. Following is the Independent External Monitor for the purpose.

Sri D. Bandopadhyay, IAS (Retd.), GD-89, Sector III, Salt Lake, Kolkata - 700016

17. The bidders are required to furnish PAN based Registration No. of Service Tax.

**OUR AIM – QUALITY COAL TO CONSUMERS**

-sd-  
General Manager (CMC)

**DISTRIBUTION:**

Sri D Bandhopadhyay, **IAS (Retd), GD-89, Sector -III, Salt Lake , Kolkata-700016**

**GM(System)** – With a request to upload this NIT and Tender document in company's website in full. The downloading facilities of NIT and Tender document should be available during sale period. Soft copy enclosed.

**PRO**– with a request to publish abridged NIT as enclosed in Local as well as National dailies as per norms of the Company and also arrange to send the paper clippings to GM (CMC).

**Inspector, CISF**- with a request to deploy security personnel at the office of GM (CMC), Level-V, Koyla Bhawan on receipt date of tender from 9.30 A.M to 5.00 P.M and on opening date of tenders from 3:00 PM till end of the meeting.

Cc: D (T) OP/D (T) P&P/D (F)/D (P)/CVO.

CC: CGM (Cordn)/GM (Finance)/CGM (S&M)/GM (Excvn)/ GM (IE) / GM(System)

Cc: Sr.ES to CMD for kind information of CMD.

Cc: GM (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: Chief Sales Manager, Sales & Marketing Dept, BCCL, 6, Lyons Range, Kolkata – for necessary action.

Cc: CGM (Production), CIL, Kolkata.

Cc: General Manager (Contract Management Cell), ECL/WCL/CCL/SECL/ NCL/MCL.- for wide publicity.

-sd-  
**General Manager**  
**Contract Management Cell**



**1.0 SCOPE OF WORK**

- a. Drawing of over burden (excluding top soil, sub soil & clay) by contractor from OB dump yard from within 1Km ( from the plant boundary) and preparation of stowing material from overburden, (on cost per cubic meter of stowing material supplied) -, segregation of combustible material ,crushing the stone to the specified size , washing crushed material to bring it to specified quality and stacking the stowing material in stack yards within 1.0Km outside the plant premises and dumping the rejects in specified sites within 1 km outside plant boundary. Six months has been considered for installation and commissioning of the Plant. 6 (Six) Years will be the effective production period of the contracts per clause no 13.0, if the work is extended after 2 years of successful completion of first award to the satisfaction of the company. The date of commencement of the work will be date of issuance of work order or date of handing over of the site whichever is later. The site of work will be Kuya OCP of Bastacolla Area. The site of work will be Kuya OCP of Bastacolla Area.

BCCL may collect finish product/ stowing material from the discharge point of the plant directly and in such cases deduction in respect of the quantity of stowing material need not to be transported by the contractor at 0-1 Km lead, under scope of this work, will be made from the contractor's running bill. The bidder should quote rate for transportation of stowing material at the lead of 0-1 Km outside the plant boundary separately.

- b. Preparation of 49,38,000 cum of stowing material in six years as specified in clause no 1d below
- c. Disposal of clay and other rejects outside the plant at the sites shown by BCCL within a distance of 0 – 1 km (from the plant boundary).
- d. Specification of the stowing material to be prepared

SNo	Parameter	Value
1	Specific Gravity (gm/cc)	2.5
2	Bulk Density (gr/cc)	1.5
3	% of particles 600 – 150 microns size (Rest of the stowing material can be 150 – 53 microns size)	84% - 96%
4	Clay content	Below 1.5%
5	Porosity	40%
6	Boulders/pebbles	Nil
N.B.-(% means % of total volume)		

- e. The stowing material so prepared shall be suitable for stowing operations of BCCL and flow smoothly through Bunkers, hoppers, chutes troughs, cones, pipes and pipe fittings. To get first hand information, the bidder is advised to visit mines and Stowing plants / system in BCCL.
- f. On gaining experience, joint exercise shall be conducted to modify the standards stipulated to suit to the requirement cited above.
- g. Sample of the finished material should be tested by the contractor for specification checking at CIMFR, Dhanbad or Indian School of Mine University, Dhanbad quarterly at his own cost and report be submitted to the authority/Engineer in Charge along with quarter ending bill.
- h. In case the system of preparing like nature of stowing materials fails, the successful bidder shall take out their establishment at their risk and cost and company shall not be responsible for the same.
- i. The contractor must conform with the technical specification as detailed in 1.d above.
- j. Excavator has been considered for Loading of OB & Payloader for loading of Rejects.

**1.1 SHEDULE OF WORK AND GUARANTEED QUANTITY OF STOWING MATERIALS TO BE PREPARED**

- a. Approximate quantity of stowing material required per annum will be decided by the Engineer In charge subject to total requirement of 49,38,000 cum in the total tender period of six years. Company will have the right to enhance or reduce the daily quantity and subsequent total quantity as per the prevailing requirement for the period over and above the total quantity as mentioned above during the total period of contract of six and half years. Six months has been considered for installation and commissioning of the Plant. 6 (Six) Years will be the effective production period of the contract. The successful bidder shall take all reasonable means to prepare the stowing material to meet daily requirement.

- b. The bidder shall give due considerations to the stoppages during rainy season while estimating annual capacity and sufficient stock for regular supply.
- c. The contractor shall maintain sufficient stock in stock yards to meet daily requirement.
- d. The contractor shall build up sufficient stock in stock yards to meet the requirement during rainy season.
- e. Annual quantity of stowing material to be supplied or period of contract may vary on mutual agreement.

## **1.2 BCCL SCOPE**

- a. BCCL will allocate a maximum of 4 hectares of land at free of cost to set up plant, within 1Km from OB dump site at **Bastacolla Area** of BCCL.
- b. BCCL will provide raw water at nearest possible water source, contractor will have to arrange pumping and pipeline etc. for carrying water to the plant
- c. BCCL will provide electric power free of cost at 3.3 KV / 550V / 440 V at the plant site and at pumping site as per requirement. Contractor will have to arrange for switch gears and other necessary equipments/ devices for safe use of the power. Internal Power distribution will be the responsibility of the contractor.

## **1.3 CLARIFICATION OF BIDDING DOCUMENTS**

- a. A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing 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 dead line for the submission of Bids. Employer's response will be published in the official web site of BCCL, including a description of the inquiry but without identifying its source.
- b. A Pre Bid Meeting to clarify the issues and to answer questions on any matter that may be raised at that stage will be held on 20.07.2011 at 11.30 AM along with intending tenderers in the Office of the General Manager (CMC), BCCL , Level-V, Koyla Bhawan, Koyla Nagar, Dhanbad-826005, Jharkhand.

## **1.4 CORRECTION OF ERRORS**

- i) 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 carry 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.
- ii) 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.

## **1.5 BIDDERS QUALIFICATION**

### **1.5 A ELIGIBLE TENDERERS :**

- a) The Invitation for Bids is open to all Bidders eligible to participate as per qualifying criteria laid down separately.
- b) i) A Consortium or a Joint Venture company may undertake the contract.  
In case the bidder is a consortium of two or more parties, as members, either of the members or combination of members together should meet the eligibility criteria. Members of the consortium shall enter into a Memorandum of Understanding (MOU) for the purpose of this

project, which shall be submitted by the bidder along with tender. If the successful bidder is a Joint Venture or a Consortium, then all partners of the Joint Venture or all members of the consortium shall be required to be signatories to the contract agreement. **The Consortium shall comply with the following requirements:**

- ii) Authorization in favour of leader of the Consortium shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorised signatories of each Consortium member and shall be responsible for the scope of the work of individual companies and the lead member will be solely responsible and liable for execution of the project and fulfillment of all the contract obligations and also responsible for acts of the other members of the consortium For the purpose of submission of tender, consent letters from consortium members need to be submitted.
- c) 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.

Joint Venture Details:

Name of all partners of a joint venture
1. Lead Partner.
2. Partner.
3. Partner.

Notes:

Joint ventures must comply the following requirements.

Following are the minimum qualification requirements for joint ventures.

- i) The qualifying criteria parameter e.g. experience, financial resources and the fleet strength of the individual partners of the JV will be added together.
- 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 prequalification of a Joint Venture does not necessarily prequalify 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 prequalify if they meet all the prequalification requirement, subject to 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 prequalified) 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.
  - xi) Documentary evidence of formation of the joint venture company must be included with the bid.
  - xii) A party can be a member in only one Joint Venture Company. Bids submitted by other Joint Venture Company including the same party as member will be rejected. Separate bid by a member of a Joint Venture Company will not be accepted.
- d) All application must be supported by documentary evidence in respect of Clauses as well as by
    - i. Audited Balance Sheet of the Company ( in case of JV or Consortium of each constituent) for the last three years and
    - ii. List of Client(s) to whom similar natured work has been executed or in execution.
  - e) 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 ( Annexure – A).
  - f) The intending tenderer will have to furnish the details along with the tender as per the format provided in the bid document ( Annexure – B).
  - g) The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.
  - h) Prior permission is required to be taken from the principal employer for engagement of sub-contractors for the contract/contracts

#### **1.5 B) QUALIFICATION OF THE TENDERER:**

If the employer has not undertaken pre-qualification of potential bidders, 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 tenders's letter head):

- i) Copies of original documents defining the 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.
- ii) Experience of having successfully executed similar works.
- iii) Experience in works of similar nature and size, 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;
- iv) Major items of loading / unloading / transportation and other equipment proposed to carry out the Contract;
- v) Evidence of adequacy of a minimum working capital (either 20% of the annualized value of the work or the estimate value of the work whichever is less) for this contract. In case of obtaining credit; the certificate from scheduled Bank should be produced.
- vi) Authority to seek references from the Bidder's bankers;
- vii) Proposals for subcontracting components of the works amounting to more than 10 percent of the Contract price;
- viii) Permanent Income TAX Account No. (PAN);
- ix) 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.
- x) Bidders Pan based Registration No. of Service Tax.
- xi) Details as per Annexure C for e-payment.

**xii) SCIENTIFIC INVESTIGATION AND TECHNOLOGY PROPOSED**

- a. The bidder shall clearly indicate the proposed technology for preparation of stowing material from and illustrate with sketches and diagrams where ever required.
  - b. The bidder shall clearly indicate the specifications of all equipment proposed to be utilized by the bidder.
  - c. The bidder shall clearly indicate the operational plan for maximizing the recovery percentage. This is one of the items for the Technical evaluation.
  - d. The bidder shall clearly indicate the proposed method & waste water treatment plan.
  - e. The bidder shall give break up and reasonableness of the price quoted.
- xiii) All the payment will be made by Electronic Mode through bank. The intending bidders must furnish the details as per proforma given in Annexure – C in triplicate as an item of requirement of the tender for e-payment and enclose with the Part-I of the tender.

**1.5 C) ONE BID PER BIDDER:**

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 consortium or a public limited firm. A Bidder who submits or participates in more than one Bid (other than as a sub contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

**1.5 D) COST OF BIDDING**

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.

**1.5 E) LANGUAGE OF BID:**

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

**1.5 F) AMMENDMENT OF BIDDING DOCUMENTS:**

- a) Before the deadline for submission of Bids, the Employer may modify the bidding documents by issuing addenda.
- b) Any addendum thus issued shall be part of the bidding documents and shall be published in the official website of BCCL.

**1.5 G) DOCUMENTS COMPRISING THE BID:**

- a. The Bid, comprising of following, will be submitted by the bidder as follows:
  1. Cost of Tender Document and undertaking (in case of tender is downloaded from website)
  2. Earnest Money / Bid Security Deposit
  3. Techno-commercial Bid (Part-I). Part I of the bid to be submitted in inner sealed envelope comprising of
    - i. Letter of the bidder submitting the bid in the form and as stipulated in the bid document
    - ii. Qualification information as indicated in the bid document and Documents as required in accordance with stipulations of the bid document and any other materials required to be completed and submitted by bidder in accordance with these instructions.
    - iii. The original bid document issued to the bidder / downloaded from website duly signed by authorized signatory of the bidder on all pages as proof of accepting the conditions of contract (excluding the price bid).
  4. Price Bid (Part-II)
- b. Part II of the bid to be submitted in the inner sealed envelope comprising of Priced Bill of Quantities.
- c. All the inner sealed envelopes will then be placed in one outer envelope, sealed and marked properly and submitted to the Employer at its address before the deadline for submission of the bid as described in Clause 15 (I).

#### **1.5 H) FORMAT AND SIGNING OF BID:**

- a) The Bidder shall prepare the bidding documents comprising the Bid as described in Clause 1.5 (G)
- b) All documents of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the Bid document shall be initialed by the person or persons signing the Bid.
- c) 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 initialed by the person or persons signing the Bid. Erasing or overwriting in the Bid document may disqualify the bidder.

#### **1.5 I) DEADLINE FOR SUBMISSION OF BIDS:**

- a) Bid shall be submitted at the address specified in NIT not later than the specified time and date (AS PER 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.
- b) The Employer may extend the deadline for submission of Bids by issuing an amendment in accordance with Clause 1.5 (F), 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.

#### **1.5 J) LATE BIDS:**

Any Bid received by the Employer after the deadline prescribed in Clause 1.5 (I) due to any reason whatsoever will not be accepted.

#### **1.5 K) MODIFICATIONS AND WITHDRAWAL OF BIDS:**

- a) Bidders may modify or withdraw their Bids by giving notice in writing before the deadline prescribed in Clause 15 ( I ) in case the bidder has submitted the bid well before the deadline.
- b) Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 1.5 (G), 1.5(H), 2.3 and 1.5(I), with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL", as appropriate.
- c) No Bid may be modified after the deadline for submission of Bids.
- d) Withdrawal of a Bid between the deadline for submission of Bids and the expiration of the period of bid validity specified in the Bidding Data or as extended pursuant to Sub-Clause 2.3 (a) may result in the forfeiture of the Bid Security pursuant to Clause 2.2 (a).

#### **1.5 L) BID OPENING:**

- a) After opening of outer envelope of the bids, in the presence of the bidders or their representatives, who choose to attend at the time and in the place specified in Clause 1.5 (I), the employer will first open (1) envelope containing cost of Tender document and undertaking (in case tender document is downloaded from website) and (2) Envelope containing Earnest Money. If these are found to be in order, as per requirement of NIT, then only the techno-commercial bid (Part-I) of the tender including modification made pursuant to clause 1.5 (K), shall be opened. Otherwise the tender will be rejected without opening part-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.
- b) The Part-II of the bids of the bidders, which are substantially responsive and confirms to the terms and conditions, will be opened after evaluation of Part I offer and notified to the bidders who fulfill the requisite qualifying criteria laid down in the bidding document. 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.

- c) Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 1.5 (K) shall not be opened.
- d) The Bidders' names, the Bid Prices, the total amount of each Bid and 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.

#### **1.6 SITE VISIT, SCIENTIFIC INVESTIGATION AND TECHNOLOGY PROPOSED**

- a) Site visit is a prerequisite for the bidder to clearly understand the work involved and infrastructural facilities available at the site.
- b) The bidder shall undertake grain size, clay content, physic - chemical and flow characteristic etc. studies required on overburden available with BCCL at his cost to get a fair idea about the percentage of recovery.
- c) The bidder shall clearly indicate the proposed technology for preparation of stowing material from and illustrate with sketches and diagrams where ever required.
- d) The bidder shall clearly indicate the specifications of all equipment proposed to be utilized by the bidder.
- e) The bidder shall clearly indicate the operational plan for maximizing the recovery percentage. This is one of the items for the Technical evaluation.
- f) The bidder shall clearly indicate the proposed method & waste water treatment plan.
- g) The bidder shall give break up and reasonableness of the price quoted.

#### **1.7 STACKING OF STOWING MATERIAL AND MEASUREMENT**

- a. The bidder shall stack the stowing material prepared from OB preferably in rectangle/square shape with a minimum of 1 Mtr. height. Large stacks shall be made of about 1000 Cu.Mtrs or more in the area shown by BCCL which is within 1 Km from the plant ( from the plant boundary).
- b. Monthly measurements of stowing material prepared from OB and stacked will be conducted by BCCL to determine volume of the stowing material supplied and stacked by contractor for making payment.
- c. The contractor or his representative shall attend the monthly stack measurements; BCCL shall give prior notice in this regard. If the contractor or his authorized representative does not attend for witnessing for any reason what so ever in spite of given prior notice, BCCL conduct survey and the same shall be binding on the contractor and the bidder cannot dispute survey measurements.
- d. Stock measurements will be cross checked by the volume of the stowing material transported in trucks by dip stick method at the time of actual dispatch. The contractor or his authorized representative shall witness the measurements. BCCL will take measurements. In case of shortage proportionate recovery will be made from monthly running bills.
- e. If the contractor or his authorized representative does not witnessing for any reason what so ever, BCCL takes measurements and the same shall be binding on the contractor and the contractor cannot dispute survey measurements or truck measurement.
- f. The survey measurements record and truck measurements record shall be certified by the BCCL authorities and contractor for releasing of payments.
- g. For the tippers taking load directly from bunker will be measured by dip stick both at plant end and at receiving end, the minimum will be considered for payment. For the stock prevailing it will be measured and reconciled with transported quantity from the stock and supplied quantity to the stock jointly with concerned Area Survey Officer and payment for stock to be released accordingly.
- h. All the records of such measurements should be religiously and regularly maintained in bound paged register and duly signed.

## 1.8 PAYMENTS

- a. The contractor should raise the monthly bills considering the quantity of stowing material supplied to individual units and the taxes applicable except income tax.
- b. For payment, the stowing material prepared, stacked and measured will be made on monthly basis on submission of bills (except final bill) duly deducting Income Tax and other dues as applicable. Final bill will be settled within 3 months from the date of successful completion of the work. Refund of security deposit will be considered only after returning the land in non encumbered condition.
- c. The contractor shall furnish certificates on regular basis as desired during the execution of the work issued by an authorized official stating that the successful bidder has remitted the wages to the workmen through banks, deducted employees CMPF/EPF contribution and deposited along with employer's matching share with the concerned Regional Commissioner, CMPF/EPF.
- d. The contractor shall submit documentary proof of having remitted the Service Tax and to the extent directly related to the services rendered by him under the contract.
- e. Diesel Escalation will be paid as per terms of the contract.
- f. 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 prevailing or issued by the Indian Standard Institution.
- g. Payment on Account - The contractor shall submit interim bill/bills for the work carried out/materials provided in accordance with the contract. The Engineer-in-charge shall then arrange for verification of the bill/bills with reference to the measurements taken or to be taken or any other records relevant for the purpose.
- h. 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.
- i. 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.
- j. The company reserve the right to recover/enforce recovery of any overpayments detected after payment as a result of post-payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed claims, if any, of the contractor exceeds the amount of such overpayment and irrespective of the facts whether such disputed claims of the contractor are the subject matter of arbitration or not. The amount of such overpayments may be recovered from the subsequent bills under the contract, failing that from contractor's claim under any other contract with the company or from the contractor's security deposit or the contractor shall pay the amount of overpayment on demand.
- k. Paying authority will be the Area Finance Manager of the concerned Area. Payment to the contractor shall be released against the bill by the finance department after verifying the documents mentioned at above clauses.
- l. To avoid inconvenience in production of current month's documents mentioned at above clauses, first month bill will be released without production of these documents and subsequent month's bills will be released only on production of the said documents pertaining to previous month. For settling the final bill, the last month document shall be enclosed.
- m. Bidder is required to clearly mention/specify the transport component involved for
  - (i) transportation of OB/Sand Stone,
  - (ii) transportation of prepared stowing material to stock of plant and
  - (iii) transportation of the rejects in the process of preparation of stowing material from O.B./Sand Stone in its quoted price.
- n. Transportation charge for transportation of prepared stowing material to stock of plant will not be paid for the quantity received by BCCL directly from the discharge point/bunker



### **1.9 (a) VARIOUS WORKS TO BE CARRIED OUT BY CONTRACTOR**

- a. Proper measures shall be taken for effective dust suppression at the plant site.
- b. Contractor shall safe guard arrangement made by BCCL at the plant. If any damage is caused, the cost will be recovered from the running bills.
- c. In the process production of free silica has to be within safety limit prescribed by CIMFR or ISM, Dhambad.
- d. The contractor should ensure keeping the environment safe and must obtain environment clearance from the appropriate authority in this respect as per requirement. Contractor shall always keep company harmless and indemnified against all type of litigations.

### **1.9(b) General Responsibilities of the Contractor**

- i. The company reserve the right to let other contractors in connection with the project and the contractor/contractors shall co-operate in the works for the introduction and stores and materials and execution of his/their works.
- ii. The contractor/contractors shall employ only competent, 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.
- iii. Precautions shall be exercised at all times for the protection of persons ( including employees) and property. The safety required or recommendation by all applicable laws, codes, statutes and regulations will be observed. In case of accidents, the contractor shall be responsible for compliance with all the requirements imposed by the Workmen's Compensation Act or any other similar laws in force, and shall indemnify the company against any claim on this account.

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

- iv. The contractor/contractors shall familiarise themselves with and be governed by all laws and rules of India and Local statutes and orders and regulations applicable to his/their work.
- v. The contractor/contractors shall furnish to the Engineer-in-charge or his authorised representative with work reports from time to time regarding the contractor/contractors organisation and the progress made by him/them in the execution of the work as per the contract agreement.
- vi. All duties,taxes and other levies payable by the contractor under the contract or any other cause as applicable on the last date of submission of the tender shall be included in the rates, prices and the total bid price submitted by the bidder. All incidentals, overheads etc. as may be attended upon execution and completion of work 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 the tender shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities upon proper and valid assessments.

- vii. 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.
- viii. 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.
- ix. The work shall not be sublet to any other party, unless approved by Engineer-in-charge, in writing.
- x. 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 payment 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. The payment of wages to the contract workers should be made strictly through bank cheques, in case of contract for a period of more than six months.
- xi. All accounts shall be maintained in English and the company shall have the right of access and inspection of all such books of accounts etc. relating to payment of labourer considered necessary and the company may arrange for witnessing the payment to the labourer by its representatives.
- xii. **Insurance** - The contractor shall take full responsibility to take all precautions to prevent loss or damage to the works or part thereof for any reasons whatsoever (except for reasons which are beyond control of the contractor or act of God, e.g. flood, riots, war, earthquake, etc.) and shall at his own cost repair and make good the loss/damage to the work so that on completion, the work shall be in good order and condition and in conformity with the requirements of the contract and instructions of the Engineer-in-charge, if any :
- xii a). The contractor shall at all times during the pendency of the contract indemnify the company against all claims, damages or compensation under the provisions of the Workmen's Compensation Act and shall take insurance policy covering all risk, claims, damages or compensation payable under the Workmen's Compensation Act or under any other law relating thereto.
- xii b). The contractor shall ensure that the insurance policy/policies are kept alive till full expiry of the contract by timely payment of premiums and shall not be cancelled without the approval of the company and a provision is made to this effect in all the policies, and similar insurance policies are also taken by his sub-contractors if any. The cost of premiums shall be borne by the contractor and it shall be deemed to have been included in the tendered rate.
- xii c). In the event of contractor's failure to effect or to keep in force the insurance referred to above or any other insurance which the contractor is required to effect under the terms of the contract, the company may effect and keep in force any such insurance and pay such premium/premiums as may be necessary for that purpose from time to time and recover the amount thus paid from any moneys due by the contractor.
- xiii. The Contractor / contractors shall at all times ensure that all dumpers / tippers engaged in mining related activity are provided / fitted (i) Full cabin canopy, (ii) tail lamp guard kit, (iii) propeller shaft guard, (iv) blind spot mirror, (v) body locking device, (vi) reflex reflector on body, (vii) seat belt reminder, (viii) limiting speed device, (ix) audio-visual alarm during reverse gear with flasher, (x) provision of two brakes, (xi) exhaust / retard brake, (xii) body lifting position locking arrangement and (xiii) semi automatic fire suppression system in addition to other safety features.

- xiv. The contractual agency shall comply with all safety aspects and different statutes of DGMS regarding safety of men and equipment. In case the executing authority finds any deviations, such vehicles / equipments should be stopped forthwith and alternative vehicle / equipments are to be deployed by the executing contractor immediately.
- xv. Contractor shall ensure training as per vocational training rule in the companies training center and the concern trainee will be entitled for receiving stipend as per VTC rule and it will be contractors responsibility.
- xvi. Formal agreement is to be made with the successful bidder on award of work.

### **1.9(c) Responsibilities of contractor:**

- (i) The contractor must take reasonable care for the health and safety of people who are at the employer's place of work and who may be affected by the contractor's acts or omissions.
- (ii) The contractor must comply with any requirement under the Act or regulations in the interest of health, safety and welfare of his employees or any other person.
- (iii) Every person deployed by the contractor must wear safety gadgets provided by the contractor.

### **1.10 VARIOUS SAFETY GADGETS TO BE PROVIDED BY CONTRACTOR:**

- a. Bidders are requested to note that various safety appliances mentioned hereunder are to be provided to their employees and in the equipment as a part of overall work and rate quoted by the bidders at para 3.0 shall be inclusive of provision of these safety appliances; No separate rates will be paid for any other appliances.
- i. The contractor shall provide all safety appliances to all the employees and the equipment such as Miners Helmet, Miners Safety Shoes, Dust Mask, Miners Safety Belt, Audio visual alarms on moving machinery, Fire extinguishers etc. and ensure that they are put into use as required under law.
- b. Contractor's responsibilities
  - i. Prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with the same.
  - ii. Provide a copy of the SOP to the person designated by the mine authorities who shall be supervising the work.
  - iii. Keep an up-to-date SOP and provide a copy of changes to a person designated by the mine authorities.
  - iv. Ensure that all works are carried out in accordance with the applicable laws and SOP and for the purpose he shall deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner.
  - v. For any work of a specified scope/nature, develop and provide to the mine owner a site specific code of practice.
  - vi. Ensure that all sub-contractors, who may be, engaged by him comply with the provisions of contract and shall be liable for ensuring compliance of all safety laws by him including sub-contractors if any.

All persons deployed by the contractor for working in a mine must undergo vocational training, initial and periodical medical examination. They should be issued identification cards stating the name of the successful bidder.

### **1.11 STATUTORY RULES:**

- a. The contractor shall comply all applicable Statutory Rules, Regulations, Acts and permissions etc. from time to time for carrying out the subject work. The successful bidder shall obtain permission from DGMS and other statutory authority in this respect as per requirement.
- b. The contractor shall pay wages to the employees not less than the wages prescribed under minimum wage act and the payment to the employees shall be made through bank as indicated in the prescribed column of wage sheet.
- c. 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 payment 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.

- d. The contractor shall possess a license as required under Contract Labour (Regulation and abolition) Act, 1970 and Contract Labour (Regulation and Abolition) Central Rules 1971 and satisfy all the provisions of the Act.
- e. The contractor should follow rules, if any, imposed by local/state/ central authorities.
- f. The contractor should indemnify the company (BCCL) from any liability be falling on BCCL due to any commission/ omission by himself or by his representative or by his employee or by any third party in execution of contract. If the company (BCCL) is made liable for such claims by the court or authority, the same should be reimbursed to the company (BCCL) by the contractor, as if the company (BCCL) has paid on their behalf.
- g. During the course of execution of the work, if any accident occurs whether major or minor, the contractor should inform the same immediately without any delay to the colliery manager/ project officer/ agent/general manager concerned to take steps in accordance with the mines act and other relevant laws, otherwise, the contractor or his supervisory staff will be prosecuted for violation of the mines act and other relevant laws.
- h. The contractor should furnish Certificate of registration as per statutory requirements under Contract Labour Laws as may be applicable.
- i. The terms and conditions, if any, that will be stipulated from time to time by Government authorities concerned, will be binding on the contractor.
- j. All statutory requirements are to be fulfilled by the contractor including labour license, rules and regulation of DGMS and other statutory authorities including those of State Govt., Central Govt, and BCCL.
- k. Supply of all safety appliances required for the working personnel shall be in the scope of the contractor.
- l. The Contractor shall maintain at his own cost all security arrangement for protection of the Plant including places where work is being carried out.
- m. The contractor shall ensure insurance of all personnel engaged by him for any accident during operation and maintenance of the plant.
- n. The contractor shall ensure that the persons deployed by them comply with the Mines Act and any other Law for the time being in force.
- o. This will be the contractor's responsibility to ensure that personnel engaged by him in the work posses requisite statutory certificates.

#### **1.12 OTHER TERMS AND CONDITIONS:**

- a. The contractor should not engage workmen below 18 years of age.
- b. All the contractor's workmen should undergo "Initial Medical Examination" before engaging them on the work. PME should be done after completion of 5 years of engagement of the worker for the work site.
- c. Contractor shall ensure training as per vocational training rule in the companies training center and the concern trainee will be entitled for receiving stipend as per VTC rule. The cost of "stipend "paid during the training period shall be factored into while quoting the price bid. To extend the facility to impart VTC training to contractor's workers before they are deployed in the mine. Training card shall be issued on completion of said training. It should be made mandatory on the contractor that only training card holder is allowed to work in the mine where outsourcing work is being carried out. Regular checking will be carried out by Area safety Officer to ensure that only training card holder is allowed to work.
- d. No payments will be made for mobilization of equipment.
- e. All fossils, coins, articles of value or antiquity, structure and other remains or things of Geological or Archeological interest, discovered on the site shall be the absolute property of the BCCL. ]

### 1.13 FORCE MAJEURE CONDITIONS

- a. The following shall be treated as force majeure conditions.
  - War, Strikes, lockouts, Abnormally Bad Weather, Serious loss or damage by Fire.
  - Natural calamities like Earth Quake, Flood, Fire and Epidemics
- b. The force majeure conditions shall be considered subject to documentary evidence. The force majeure conditions shall be recorded in "site register" maintained by Project authorities at the beginning and at the end of force majeure conditions and signed by the successful bidder and Project authorities. Otherwise such a plea of force majeure cannot be agreed. The force majeure conditions are considered for extension of time for completion of work, not exceeding the period of delay attributable to the causes of force majeure and shall not be considered for exemption of quantities to be executed. The company shall not be liable to pay any extra cost under this condition.
- c. In case BCCL stops the work in the event of violation of any Statutory Rules, such period of stoppage shall not come under force majeure condition.
- d. If any of the force majeure conditions exist in the place of operation of the bidder/contractor even at the time of submission of bid he will categorically specify them in his bid and state wheather they have been taken into consideration in their quotations.

### 1.14 TERMINATION OF WORK:

#### 1.14.1 TERMINATION FOR NOT COMMENCING THE WORK:

BCCL reserves the right to terminate the work in case the successful bidder fails to commence work as indicated at para 1.2.

#### 1.14.2 TERMINATION OF WORK DUE TO POOR PERFORMANCE:

As time is the essence of the contract, in case the successful bidder lags behind the schedules less than 75% of progressive target at any point of time excluding 1st quarter, BCCL reserves the right to terminate the work and award the residual work either in whole or part to any other contractor(s) or BCCL may execute the balance work in whole or part and the penalties mentioned in clause 2.8 shall be levied.

#### 1.14.3 TERMINATION OF WORK DUE TO UNFORESEEN CIRCUMSTANCES:

BCCL reserves the right to terminate the contract at any stage, if the work is to be stopped due to imposition of any law/ change in law brought by Government or court directives. In such event payments will be made only for the portion of the work executed on the principle of quantum merit. No payment will be made for shifting of equipment or personnel of the contractor.

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

- a. makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the Engineer-in-charge, then on the expiry of the period as specified in the notice. **Or**
- b. commits default/breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the Engineer-in-charge, then on the expiry of the period as may be specified by the Engineer-in-charge in a notice in writing. **Or**
- c. fails to complete the work or items of work with individual dates of completion, on or before the date/dates of completion or as extended by the company, then on the expiry of the period as may be specified by the Engineer-in-charge in a notice in writing. **Or**

- d. shall offer or give or agree to give any person in the service of the company or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/acts of favour in relation to the obtaining or execution of this or any other contract for the company .  
**Or**
- e. obtains a contract with the company as a result of ring tendering or other non-bonafide method of competitive tendering.  
**Or**
- f. transfers, sublets, assigns the entire work or any portion thereof without the prior approval in writing from the Engineer-in-charge. The Engineer-in-charge may be giving a written notice, cancel the whole contract or portion of it in default.

**1.14.4A** 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 legal representative or to the partnership concern.

**1.14.4B** On cancellation of the contract or on termination of the contractor, the Engineer-in-charge shall have powers:

- a. to carry out the incomplete work by any means at the risk of the contractor
- b. 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 upto 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.
- c. to recover the amount determined as above, if any, from any moneys 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 9.1(d).

**1.14.4C** Suspension of work - The company shall have power to suspend the progress of the work any part thereof and the Engineer-in-charge may direct the contractor in writing to suspend the work, for such period and in such manner as may be specified therein, on account of any default on the part of the contractor, or for proper execution of the work for reasons other than any default on the part of the contractor, or on ground of safety of the work or part thereof. In the event of suspension for reason other than any default on the part of the contractor, extension of time shall be allowed by the company equal to the period of such suspension.

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.

- 1.14.4D Foreclosure of contract in full or in part - If at any time after acceptance of the tender, the company decides to abandon or reduce the scope of the work for any reason whatsoever the company, through its Engineer-in-charge, shall give notice in writing to that effect to the contractor. In the event of abandonment/ reduction in the scope of work, the company shall be liable to pay the contractor at the contract rates full amount for works executed and measured at site upto the date of such abandonment/ reduction in the work.

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

#### **1.15 EXPERIENCE:**

The bidder shall have experience preferably in carrying out the works preparation of stowing material/sand from OB or similar nature of works like crushing of stone along with washing or other arrangement to segregate the desired final product. Experience in this regard for the work executed as sub-contractor to others will also be considered. Documentary proof issued by the agency originally awarded the contract in this respect should be submitted. (Bidders are requested to furnish details as per Annexure-A1 with necessary enclosures) For substantiating past experience, the bidders should submit the work orders, certificate of actual works already executed and TDS certificates.

#### **1.16 SITE VISIT:**

Bidders are advised to visit the site to study the actual working conditions and go through the plans/ drawings connected to the present work etc.

#### **1.17 SETTLEMENT OF DISPUTES:**

The dispute or difference of opinion arising between the BCCL and the successful bidder in respect of site plans, specifications, measurements, manner of execution or anything connected with the work, not specially provided for here under or in respect of meaning of any clause of the terms and conditions of Tender document shall be decided by 'CIVIL COURT' of competent jurisdiction at Dhanbad district only and not by arbitration.

#### **1.18 PAST PERFORMANCE:**

BCCL shall consider the performance of the works earlier executed in this respect by the bidders.

### **PERSONAL DETAILS OF THE BIDDER(S):**

- a. The bidders shall give their personal details along with a passport size photograph duly attested by a Gazetted Officer as per the proforma given in Annexure 'A4'
- b. In case the bidder is a Partnership firm, the personal details of all the Partners along with passport size photographs duly attested by a Gazetted Officer as per the proforma given in Annexure 'A - 4'shall be given.
- c. In case the bidder is a registered company, the personal details of all the Board of Directors respectively along with passport size photographs duly attested by a Gazetted Officer as per the proforma given in Annexure 'A4'shall be given.

## COMMERCIAL TERMS AND CONDITIONS

The Commercial bid shall be submitted in Part –I as per format given in Annexure – B and undertaking

### 2.1 a) APPLICATION FEE FOR TENDER DOCUMENT

The application fee for tender documents shall be Rs 5000/- ( Rupees Five Thousand ) only, payable either in cash or by bank draft/demand draft drawn in favour of Bharat Coking Coal Limited, on any scheduled bank payable at its branch at Dhanbad.

### 2.1 b) Availability of Bid Documents

Bid Documents including terms and conditions of work, shall be available on payment of cost of tender document from the places during the period as stated below

Date – From 27.06.2011 to 13.07.2011 (AS PER NIT) (in 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

Tender Documents can also be down loaded directly from BCCL Web site <http://www.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. 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.

### 2.2 EARNEST MONEY DEPOSIT:

- a. Earnest money/Bid security of **Rs. 1243600/-** ( Rupees Twelve lack forty three thousand six hundred )only is to be deposited in the form of irrevocable Bank Guarantee (from any Scheduled Bank payable at its branches at Dhanbad / Kolkata) with validity of 28 (Twenty eight) days beyond the validity of the Bid in the format given in 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. Earnest money/Bid security is to be deposited in a separate sealed envelop and not with Part-I or Part-II. No interest will be paid by BCCL on EMD.
- b. EMD in any other form will not be accepted. Tenders WITHOUT EMD shall not be considered and the offers stand disqualified.
- c. EMD of unsuccessful bidders, will be refunded only after awarding the contract on successful bidder/ after finalization of the tender.
- d. The Bid Security / EMD of the successful Bidder will be discharged when bidder has signed the agreement and furnish the required Performance Security / Security Deposit.

### 2.2 a) FORFEITURE OF EMD

EMD will be forfeited: if the bidder–

- a. Withdraws his offer during the validity of the offer.
- b. Submits two offers before opening the tender.
- c. Modifies the offer after opening the tender and during the offer validity period.
- d. If discrepancy is found in the tender submitted compared with the master copy or the uploaded document for the said tender.
- e. 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.
- f. If the bidder does not accept the correction of the bid price pursuant to clause 1.4B
- g. If any document submitted on verification found forged or fake.



## 2.3 SUBMISSION OF BIDS

- 2.3.1 Sealed Tenders/bids have to be submitted by the tenderers in four envelopes duly sealed separately and all four envelopes should be put in one cover sealed envelope duly sealed indicating full address and Telephone nos. of the tenderer. Four envelopes i.e, (1) Envelop for cost of tender document and undertaking (in case tender is down loaded from web site), (2) Envelop for Earnest Money Deposit, (3) Envelop for Techno Commercial Bid (Part – I) and (4) Envelop for Price Bid (Part – II). After opening the main cover the Envelop containing cost of tender document and Envelop containing Earnest Money has to be opened first, and if these are found in order as per requirement of NIT, then only the Techno Commercial Bid (Part – I) of the tender is to be opened, otherwise the tender is to be rejected without opening Part – I.

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.

The Techno Commercial Bid (Part – I), should contain the detailed Technical and Commercial terms of the offer, but should not contain the price. The Price Bid (Part – II), should contain the price offered. Both the parts should be properly marked as per the above scheme and enclosed in two different sealed envelopes. The envelopes should also be marked as per above scheme for their identification. All envelopes must be sealed and super scribed with Tender Notice No., Date, Name of work, contents of the envelope and due date and time of opening. The name, address and Telephone number of the bidder must be indicated on the body of the entire envelopes.

- 2.3.2. The company shall not be responsible for any delay/difficulties/inaccessibility of the downloading facility for any reasons whatsoever. The down loading facility shall be available during the sale of tender paper.

The bidders who down load the tender documents from the website of the company will be required to pay the cost of the tender documents (application fee) by a Bank Draft/Demand Draft drawn in favour of Bharat Coking Coal Limited, on any scheduled bank payable at its branch at Dhanbad at the time of submission of the tender. Without this the tender will be out rightly rejected.

The bidder will be required to submit an undertaking that they will accept the tender documents as available in the website and their tender shall be rejected if any tampering in the tender documents is found to be done at the time of opening of the tender.

The Bank Draft towards the cost of tender documents (application fee) and the under taking of the tenderer (as stated above) shall be submitted in a separate envelop marked “Cost of Tender Document and the Undertaking” and not with Part-I or EMD and definitely not with Part-II.

In case any discrepancy between the tender documents downloaded from 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.

- 2.3.3 Part-I (Technical & Commercial Bids) will be opened on scheduled date and time in presence of the authorized representative of the tenderers who may like to attend the tender opening.

- 2.3.4 Part-II (Price Bid) of only those tenderers whose techno-commercial offers are acceptable and are qualified in part-I of tender, will be opened. The date and time of opening of such price bids will be communicated accordingly.

- 2.3.5. All envelopes containing the tenders shall be properly sealed. Envelopes stapled shall not be accepted.

- 2.3.6 All the communications including the clarifications, undertakings, informations etc. in respect of this offer should be typed or written in indelible ink in the letter head of the tenderers. If firm's letter heads are not sufficient to accommodate total details and if bigger papers are used, such sheets along with other pages of the offer should be signed and stamped by company's authorized signatory. All documents of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the Bid document shall be initialed by the person or persons signing the Bid.

- 2.3.7 Tenderers should sign with seal on all pages of their tender including all enclosures submitted with the tenders except printed leaflets / catalogues. **Tender received without signature and seal on all pages shall be rejected.**

- 2.3.8 Tenders have to be deposited in person by the tenderer in the Tender Box kept at the specified places for receipt of Tenders.
- 2.3.9 Tenders after due date and time of receipt of tenders shall not be accepted under any circumstances.
- 2.3.10 BCCL reserves the right to reject or accept or withdraw the tender in full or part as the case may be without assigning reason thereof.
- 2.3.11 If any information is not submitted as per NIT sequence/serial number-wise, it may be understood that the tenderer has not submitted the same and his offer may be considered as incomplete and hence may not be considered as an acceptable offer.
- 2.3.12 No deviations of the terms and conditions of the tender document is acceptable. Tender with Terms and conditions which are in deviations of the terms and conditions of the tender document issued/Published for this work by BCCL are liable for rejection without making any back reference to the tenderer.
- 2.3.13 BCCL reserves the right to shorten/extend the period for contract while concluding the contract. BCCL also reserves the right to short close the contract in case of breach of terms and conditions of the contract by the tenderer.
- 2.3.14 Part II of the Offer shall be opened only in respect of such Bids who are found eligible after scrutiny of Part - I.
- 2.3.15 Acceptance by the Tenderer of conditions of contract as per Tender Documents (attach signed copies of the bid document issued to them along with the tender as proof of acceptance).
- 2.3.16 All the documents are to be submitted under the Signature of the tenderer.

### 2.3 ( a ) VALIDITY PERIOD OF OFFER

The rates offered in Part II should be valid for four calendar months from the date of submission of the tender.

### 2.3 (b) PRE BID MEETING

A Pre Bid Meeting will be held on \_\_\_\_\_ along with intending tenderers at Koyla Bhawan, BCCL at 11.30 AM

### 2.3 (c) RECIEPT OF TENDERS

Tender will be received in sealed cover on ----(As per NIT) up to 3.30 P.M in

- i) Contract Management Cell, BCCL, Level-V, Koyla Bhawan, Dhanbad-826005
- ii) Office of the Chief Sales Manager, BCCL, 6, Lyons Range,Kolkata-700001

### 2.3 (d ) OPENING OF BIDS

Bids will be opened at **15:30** hrs on ----(As per NIT) at the office of the General Manager (CMC), BCCL, Level-V, Koyla Bhawan, Koyla Nagar, Dhanbad-826005

## 2.4 PERFORMANCE SECURITY / SECURITY DEPOSIT

### a) Security deposit shall consist of two parts:

- i) Performance Security to be submitted at award of work and
- ii) Retention Money to be recovered from running bills.

The security deposit shall bear no interest.

### b) Performance security should be 5% of annualized value 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

- Bank guarantee in the form given in the bid document (from any Scheduled Bank payable at its branches at Dhanbad / Kolkata).
- 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.

- c) If performance security is provided by the successful bidders in the form of bank guarantee it shall be issued either-
- i) at Bidder's option by a nationalized/Scheduled Indian Bank or
  - ii) 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.

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.

- d) Retention Money should be deducted at 5% from running bills. Total of performance security and Retention Money should not exceed 10% of annualized value of contract amount or lesser sum indicated in the bid document.
- e) Security deposit will be refunded after the expiry of contract period on satisfactory completion of the allotted work duly certified by the Mine Authority.
- f) After completion of the contract the contractor should hand over the land back to BCCL within 60 days in non encumbered condition which was given to him by BCCL for execution of the work.
- g) Total Performance security of 10% will be refunded to the contractor on the completion of the work subject to fulfillment of (f) above. (The date of completion of the work will be certified by the Engineer-in-charge)
- h) The refund of security deposit shall be subject to company's right to deduct/appropriate its dues against the contractor under this contract or under any other contract. On completion of the work and certified as such by the Engineer-in-charge, the security deposit remaining with the company shall be refunded. However, for contracts of more than 1(one) year period, Security Deposit accrued by paying the running bill at 95%, may be refunded annually on submission of Bank Guarantee of equivalent amount subject to satisfactory performance of the contractor during the year
- i) Refund of Security Deposit will be considered only after returning the land given to the contractor by BCCL for execution of the work in non encumbered condition.

## 2.5 TAXES & DUTIES

- a. All applicable taxes and duties imposed by Local, Municipal, Provincial, State or Central Authorities as on the date of closing of tender, except service taxes ,if any , shall be payable by contractor.
- b. Introduction of any new taxes / duties or upward revision of applicable rates during the scheduled contract period will be to BCCL's account, except taxes under Income Tax Act.
- c. Introduction of any taxes / duties or upward revision of applicable rates beyond the scheduled contract period i.e. the extended contract period with penalty will be to contractor's account. However, withdrawal of any taxes / duties or downward revision of applicable rates even beyond the scheduled contract period i.e. the extended contract period by levying penalty will be to BCCL's account.
- d. Income Tax will be deducted from the running bills of successful bidder as per provisions of Income Tax Act and rule made there under from time to time.
- e. Any Taxes or duties which are to the account of BCCL will be reimbursed only on production of documentary proof of their payment, upon valid assessment order.
- f. The bidders are required to furnish PAN based Registration No. of Service Tax.

- g. The quoted offer should be exclusive of Service Tax. Service Tax will be paid extra, as applicable. However, tenderer has to furnish a certificate at the time of claiming reimbursement stating the rate of Service Tax at which the Service Tax has been paid and confirming that reimbursement for this amount has not been claimed for any place, anywhere in India.

## 2.6 FINANCIAL CAPACITY OF THE BIDDER.

- a. The prospective bidders shall have requisite financial capacity to deploy the required plant/equipment for successful execution of the preparation of stowing material from OB.
- b. The bidder has to demonstrate financial capacity to execute the work by submitting along with the bid an Evidence of adequacy of a minimum working capital (either 20 % of the annualized value of the work or the estimated value of the work whichever is less) for this contract. In case of obtaining lines of credit, the certificate from scheduled bank should be produced.

## 2.7 PENALTIES

- a. **PENALTIES IN CASE OF TERMINATION FOR NOT COMMENCING WORK.**  
In case termination for not commencing the work the security deposit will be forfeited.
- b. **PENALTY FOR LAGGING BEHIND MONTHLY SCHEDULE AND NOT SUPPLYING THE GUARANTEED QUANTITY:**
- i. In case the supply of stowing material is less than 90%, of guaranteed monthly quantity, penalty shall be levied @ 1% on the value of unprepared quantity of stowing material subject to force majeure conditions. Force majeure conditions, if any, in each month will be taken into account and such period will be added to the completion schedule to decide actual work completion date. The penalties so levied will be recovered from monthly work done bills / pending bills.
  - ii. However, during the first month, penalties shall be levied in case the quantity of stowing material prepared is less than 70% and thereafter 90% for all other months.
- c. **PENALTIES FOR NOT COMPLETING THE WORK IN SCHEDULED TIME**
- i. In case the contractor fails to prepare the total awarded quantity of stowing material at the end of scheduled contract period (including extended period for additional quantity if any) penalty @15% on the value of the unprepared quantity of stowing material shall be levied.
  - ii. The successful bidders should prepare the total scheduled quantity of stowing material within the scheduled period including period extended proportionate to the excess quantities prepared over and above the scheduled quantity subject to force majeure period. The incomplete quantum of work at the end of the scheduled period (including extended period for additional qty) shall attract penalty @ 1% per week or part thereof, subject to a maximum of 15% of the value of the unprepared quantity of stowing material.
- d. **PENALTIES IN CASE THE SUCCESSFUL BIDDER LEAVES BEFORE SCHEDULED CONTRACT PERIOD OR TERMINATION OF THE CONTRACT DUE TO POOR PERFORMANCE**
- i. In case the successful bidders fails to produce the total awarded quantity of stowing material and leaves before the schedule period, a penalty of 15% on the value of unproduced quantity of stowing material against the schedule shall be levied.
  - ii. In case the contract is terminated due to poor performance, a penalty of 15% on the value of unproduced quantity of stowing material against the schedule shall be levied.
  - iii. In addition to the above penalty, the security deposit and further security deposit will be forfeited.
  - iv. In case, the amount available against the running bills of contract is not sufficient to recover the penalties, the balance amount due to BCCL will be recovered from the running bills of the contractor of other works.

## 2.8 PRICE VARIATION CLAUSE FOR DIESEL

For the transportation of O.B, transportation of prepared stowing material and transportation of the rejects in the process of preparation of stowing material the from O.B./Sand Stone, to take care of revision in diesel oil prices, the contractor will be allowed revision in price/rate on pro-rata basis upward / downward as detailed below with the following considerations. This will be applicable only for the transport component of the price/rate quoted, which is required to be clearly specified by the bidder in his offer price.

### 2.8 (1) FOR DUMPING THE STOWING MATERIAL IN THE STOCK

- a) OB will be transported from source to the plant at a distance slab of 0 – 1 km
- b) Finished product i.e. Stowing Material will be dumped at the site fixed by concerned Area Authority within a distance slab of 0 – 1 km beyond plant boundary.
- c) Rejects from the plant will be dumped at the site fixed by concerned Area Authority with in a distance slab of 0 – 1 km beyond plant boundary.
- d) Diesel Price Variation clause for transportation is as follows  
for OB/Sand Diesel Price variation Rate in ` Per Cum =  $D \times R / 9$   
where D = One way distance from source to destination in kilometer.  
R = variation in price of Diesel from the base price (in ` Per Litre)
- e) Final product has been considered as 50 % of the Feed and 50 % of the feed has been considered as Reject. Thereby if Transportation of OB(feed) is considered as 1, Final product will be 0.5 and Reject will be 0.5 and the total contribution for transportation may be consider as ( 1.0 + 0.5 + 0.5 = 2.0 )
- f) The final payment will be made on the final product i.e. the stowing material and three items ( a. Transportation of OB, b. Transportation of Stowing Material and c. Transportation of Reject ) of transportation will be involved for the work so diesel escalation for all the items of transportation to be incorporated with the rate of the final product.
- g) In view of the above Diesel Price variation Rate in Rs. Per Cum for the stowing material may be considered as =  $2 \times D \times R / 9$

For example if there is change in Diesel Price by Rs. 1.00 with transportation is within a distance slab of 0 – 1 km, Average distance for transportation will be 0.5 km  
Variation in rate in ` per Cum for Diesel Price variation will be =  $2 \times 0.5 \times 1 / 9 = ` 0.11$  per Cum.

- h) With the above considerations the Diesel Price variation Rate in ` Per Cum may be taken as Rs. 0.11 per 1 Cum of Stowing Material for an increase / decrease of ` 1.00 per litre of diesel oil over the base price, which will be on the date of submission of the tender and subsequently on the change in diesel price over the base price from the effective date considering the previous one as the base price.

### 2.8 (2) FOR DELIVERING THE STOWING MATERIAL DIRECTLY FROM DISCHARGE POINT:

- i) OB will be transported from source to the plant at a distance slab of 0 – 1 km
- j) Finished product i.e. Stowing Material will be delivered directly from the discharge point.
- k) Rejects from the plant will be dumped at the site fixed by concerned Area Authority with in a distance slab of 0 – 1 km.
- l) Diesel Price Variation clause for transportation is considered as follows  
for OB/Sand Diesel Price variation Rate in Rs. Per Cum =  $D \times R / 9$   
where D = One way distance from Colliery ( here may be termed as source ) to destination in kilometer.  
R = variation in price of Diesel from the base price (in Rs. Per Liter)
- m) Final product has been considered as 50 % of the Feed and 50 % of the feed has been considered as Reject. Thereby if Transportation of OB(feed) is considered as 1, Final product will be 0.0(as Stowing Material will be delivered directly from the discharge point) and Reject will be 0.5 and the total contribution for transportation may be consider as ( 1.0 + 0.0 + 0.5 = 1.5 )

- n) The final payment will be made on the final product i.e. the stowing material and three items ( a. Transportation of OB, b. Transportation of Stowing Material and c. Transportation of Reject ) of transportation will be involved for the work so diesel escalation for all the items of transportation to be incorporated with the rate of the final product.
- o) In view of the above Diesel Price variation Rate in Rs. Per Cum for the stowing material may be considered as  $= 1.5 \times D \times R / 9$   
For example if there is change in Diesel Price by Rs. 1.00 with transportation is with in a distance slab of 0 – 1 km, Average distance for transportation will be 0.5 km  
Variation in rate in Rs.per Cum for Diesel Price variation will be  $= 1.5 \times 0.5 \times 1 / 9 =$  Rs. 0.08 per Cum.
- p) With the above considerations the Diesel Price variation Rate in Rs. Per Cum may be taken as Rs. 0.08 per 1 Cum of Stowing Material for an increase / decrease of Rs. 1.00 per litre of diesel oil over the base price, which will be on the date of opening of the tender and subsequently on the change in diesel price over the base price from the effective date considering the previous one as the base price.

**2.9** 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.

**2.10A EMPLOYER'S RIGHT TO ACCEPT ANY BID, NEGOTIATE AND TO REJECT ANY OR ALL BIDS**

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

**2.10B NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT**

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 cable, telex, or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called "the Contract Price"). 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 2.4. The Agreement will incorporate all agreements between the Employer and the successful Bidder within 28 days following the notification of award along with the letter of Acceptance.

**2.11 LEGAL JURISDICTION**

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.

**2.12 EMPLOYMENT OF LOCAL LABOUR**

Contractor are to employ, to the extent possible, only local project affected people and pay wages not less than the minimum wages fixed by the Law of the Land.

## **PRICE / RATES**

### **2.0 PRICE / RATES**

- a. The Bidder shall quote basic price/rate per cu. m of preparation of stowing material from over burden of BCCL's mines for the purpose of stowing in **BCCL** in `/cum and submit the price bid in the format enclosed for **Price Bid**.
- b. Bidder is required to clearly mention/specify separately the transport component involved in its quoted price for
  - i) transportation of OB/Sand Stone,
  - ii) transportation of prepared stowing material to stock of plant and
  - iii) transportation of the rejects in the process of preparation of stowing material from O.B./Sand Stone
- c. Transportation charge against transportation of prepared stowing material to stock of plant will not be paid for the quantity received by the company directly from the discharge point/bunker

Note : the quoted price shall be inclusive of all works indicated in NIT except for the works which are under the scope of BCCL as indicated at para 1.3 only.

The bidder shall give minimum discount of 2% for the quantities above 3 L cu.m per annum.

The bidder shall give minimum discount of 3% for the quantities above 5 L cu.m per annum.

- (i) BCCL may ask the bidders for the price split up and reasonableness of the quoted rates. If BCCL is not satisfied with the rates, it can reject the offer.

- (ii) PRICE EVALUATION

Technically qualified bids will be evaluated based on the basic price quoted for one cu. m of stowing material preparation from OB in Rupees plus service tax at the prevailing rate as on the submission date of tender will be considered for evaluation.

Example: Say

- i. Basic price/rate per cu. m of stowing material preparation from OB in Rupees: ` 100/.
- ii. Service tax at the prevailing rate of 10.30%: ` 10.30/
- iii. Total cost per cu. m of stowing material preparation from OB in Rupees: Rs110.30/
- iv. Commercial status will be arrived based on the Total cost per cu. m of stowing material preparation from OB

### **3.1 OFFER VALIDITY**

Price quoted in Part II should be valid for four calendar months from the date of submission of the tender.

### **3.2 CURRENCIES OF BID AND PAYMENT**

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

**Annexure A1**

Name of Work: **PREPARATION OF STOWING MATERIAL FROM OVER  
BURDEN OF MINES FOR STOWING IN BCCL.**

NIT No: - BCCL/GM(CMC)/F-NIT/Stowing Material/2011/ -----Date-----

EXPERIENCE OF THE BIDDER OF HAVING SUCCESSFULLY EXECUTED /EXECUTING OF  
SIMILAR NATURE WORK I.E. PREPARATION OF STOWING MATERIAL FROM OB IN ANY  
YEAR DURING LAST 7(SEVEN) YEARS ENDING LAST DAY OF MONTH PREVIOUS  
TO THE ONE IN WHICH BID APPLICATIONS ARE INVITED

Period	Name of the organization with location where the work was done	Quantity of work done	Total value of the work done	Brief description of the work

Note : Documentary proof to be submitted along with the bid

- (i) Copies of work order
- (ii) Certificate of actual works already executed.
- (iii) TDS certificates.



**PROFORMA FOR PERSONAL DETAILS**

Affix  
Passport  
Size photo  
here

1. Name of the Company :

Address :

Permanent :

Local, if any

Contact phone nos. :

3. Authorized representative :

4. Contact Nos.

Telephone :

Cell :

E-mail :

Fax :

Signature of the tenderer with seal

**INTEGRITY PACT**

Between

**BHARAT COKING COAL LIMITED (BCCL)** hereinafter referred to as “The Principal”

And

.....hereinafter referred to as “The Bidder/Contract”

**Preamble**

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

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

**Section 1 – Commitments of the Principal**

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

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

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

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

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

**Section 2 – Commitments of the Bidder/Contractor**

The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

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

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

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

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

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

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

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

If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

### **Section 4 – Compensation for Damages**

If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.

If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

### **Section 5 – Previous transgression**

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

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

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

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

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

### **Section 8 – External Independent Monitor/Monitors**

(three in number depending on the size of the contract)

(to be decided by the Chairperson of the Principal)

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

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

### **Section 9 – Pact Duration**

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

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

### Section 10 – Other provisions

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

-----  
For the Principal

-----  
For the Bidder/Contractor

Place.....

Witness 1 : .....

Date .....

Witness 2 : .....

**COMMERCIAL BID**

(The information to be submitted by the Bidders)

**1. BIDDERS' DETAILS****1.1. Constitution or Legal status of Bidder ( attached copy )**

Place of registration : .....

Principal place of business : .....

Power of attorney of signatory .....( attach)

**a. Detail of Cost of Tender Document** .....**b. EMD Details** .....**c. Turnover during the last six years**

<b>YEAR</b>	<b>ANNUAL TURNOVER ( ` in Crores)</b>
2005-2006 (April 2005 to March 2006)	
2006-2007 (April 2006 to March 2007)	
2007-2008 (April 2007 to March 2008)	
2008-2009 (April 2008 to March 2009)	
2009-2010 (April 2009 to March 2010)	
2010-2011 (April 2010 to March 2011)	

**d. PAN, VAT, ST and IT details of the bidder:****i. In case of Sole proprietor:**

- Income Tax Permanent Account Number (PAN):
- VAT Registration Number:
- PAN based Service Tax Registration Number:
- Copies of Income Tax returns for last three years duly certified by chartered accountant shall be enclosed.

**ii. In case of partnership firm:**

- Copies of Registered partnership deeds.
- Income Tax Permanent Account Number (PAN) of firm as well as individual parties.
- VAT Registration Number:
- PAN based Service Tax Registration Number:
- Copies of Income tax returns of firms as well as individual partners for the last three years duly certified by chartered accountant shall be enclosed.

**iii. In case of limited companies:**

- Certified copy of memorandum and articles of association.
- Certified copies of audited profit and loss account and balance sheet for the last three years.

**e. Evidence of access to financial resources to meet the qualification requirements**

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 transportation work cash flow (copies to be submitted and the following format to be filled up )

Source of financing	Amount in Rs.
1.	
2.	

**f. Details of the bankers :**

Name of the banker	Address of the banker / Telephone/ Fax	Contact name & Title

**g. OTHERS DETAILS:**

- (a) Details of registration/ enlistment with Government organizations/ PSUs/Subsidiaries of Coal India.
- (b) Certificate of registration as per statutory requirements under Contract Labour Laws as may be applicable.
- (c) Certificate of registration with Provident Fund Authorities

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

Note : Separate sheets may be attached to furnish details, if necessary.



**PROFORMA FOR ELECTRONIC MODE PAYMENT****FOR PAYMENT TO SUPPLIERS / CONTRACTORS**

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

( To be submitted in triplicate)

1	<b>VENDOR/SUPPLIER/CONTRACTOR/CUSTOMER'S NAME &amp; ADDRESS</b> ( With Telephone No and Fax)	
2	<b>PARTICULARS OF BANK ACCOUNT</b>	
	<b>A) BANK NAME</b>	
	<b>B) (i) BRANCH NAME</b> (including RTGS code)	
	<b>(ii) ADDRESS</b>	
	<b>(iii) TELEPHONE NO &amp; FAX NO.</b>	
	<b>C) 9 – DIGIT CODE NUMBER OF THE BANK AND BRANCH</b> ( appearing on the MICR cheque issued on the bank) <b>OR</b> <b>5 – DIGIT CODE NO OF SBI</b>	
	<b>D) ACCOUNT TYPE</b> (S.B.Account/Current Account OR Cash Credit with code 10/11/13)	
	<b>E) LEDGER NO/LEDGER FOLIO NO.</b>	
	<b>F) ACCOUNT NUMBER</b> ( Core Banking) & Style of Account ( As appearing in the cheque Book)	
3	<b>DATE OF EFFECT</b>	

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

Date:-

( )  
Signature of the **CUSTOMER/ VENDOR/  
SUPPLIER/CONTRACTOR**

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

( )

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

**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

**PROFORMA OF BANK GUARANTEE IN LIEU OF BID  
SECURITY / EARNEST MONEY.**

**To**  
**M/s. Bharat Coking coal Limited,**  
**Koyla Bhawan, Dist : Dhanbad- 826005.**

**Dear Sir,**

In consideration of the "Bharat Coking coal Limited" having its Registered Office at Dhanbad ( hereinafter called " the Company" which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed to accept from M/s ----- having its registered office at ----- (herein after called "the said tenderer" which expression shall unless repugnant to the subject or context includes its successors and assigns) a Bank Guarantee from a Nationalised /Scheduled Bank in lieu of deposit of Bid Security/ Earnest money in Cash/Bank draft for the due fulfillment of the terms and conditions contained in the tender No----- dated-----, we ----- Bank (hereinafter referred to as the Bank) having its office ----- do hereby undertake to pay to the company an amount not exceeding Rs----- on demand by the company for the reason of any breach by the tenderer of any of the terms and conditions contained in the said Tender. The decision of the company as to whether any such breach having been committed by the tenderer shall be final and binding on us.

1. We----- Bank do hereby undertake to pay an amount due and payable under this guarantee without any demur merely on a demand from the company stating that the amount claimed is due from the tenderer for the reason of breach by the said tenderer of any of the terms and conditions contained in the said tender or for the reason of the tenderer failing to keep the Tender valid. Any such demand made on the Bank shall be conclusive. As regards the amount due and payable by the Bank under this Guarantee shall be restricted to an amount not exceeding Rs-----.
2. We, the said Bank further agree that the Guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect till a demand or claim under this guarantee is made on us in writing on or before the----- . We shall discharge from all liability under this Guarantee thereafter.
3. We, the said Bank lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the company in writing and agree that any change in the constitution of the said tenderer or the Bank shall not discharge our liability hereunder,
4. This Guarantee is issued by Sri----- who is authorised by the Bank.

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

Signature of the authorised person with code No.

For and on behalf of the Bank.

Place:

Under Jurisdiction of Dhanbad Court only.

## PROFORMA OF BANK GUARANTEE FOR PERFORMANCE

To,

\_\_\_\_\_

Re: Bank Guarantee in respect of contract No-----

Dated-----between -----(Name of the company)

And----- (Name of the contractor).

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

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

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

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

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

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

Rs.----- or such lesser amount of the said sum of Rs----- as may be due to the company and as the company may demand. The Guarantee shall remain in force until the dues of the company in respect of the said sum of Rs----- and interest are fully satisfied and the company certifies that the contract has been fully carried out by the contractor and discharged the guarantee.

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

The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above, the Bank shall pay to the company the said sum of Rs ----- or such lesser sum as may then be due to the company and as the company may require.

Notwithstanding anything contained herein the liability of the Bank under this Guarantee is restricted to Rs----- the guarantee shall remain in force till the day ----- of ----- and unless the Guarantee is renewed or claim is preferred against the Bank within six months from the said date all rights of the company under this Guarantee shall cease and the Bank shall be relieved and discharged from all liabilities hereunder except as provided in the preceding clause.

The Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor.

The Bank has under its constitution power to give this Guarantee and Shri----- -- who has signed it on behalf of the Bank has authority to do so.

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

Signature of the authorised Person.

For and on behalf of the Bank.

Place:

Under Jurisdiction of Dhanbad Court only.

FORM OF AGREEMENT  
(on Non Judicial Stamp Paper)

Agreement No. \_\_\_\_\_

This agreement, made the \_\_\_\_\_ day of \_\_\_\_\_ 200...between

\_\_\_\_\_ (name and address of the Employer)

(hereinafter called "the Employer" and

\_\_\_\_\_ (name and address of the

Contractor) (hereinafter called "the Contractor" of the other part )

Whereas the Employer is desirous that the Contractor execute

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

NOW THIS AGREEMENT WITNESSETH as follows :

1. In this agreement , works and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this agreement.

2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants 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 covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of the defects wherein the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

4. The following documents shall be deemed to form and be read and construed as part of this Agreement , viz. :

- (i) Letter of Acceptance ;
- (ii) Notice to proceed with the work ;
- (iii) Contractor's Bid
- (iv) Conditions of Contract
- (v) Specifications
- (vi) Drawings
- (vii) Bill of Quantities and
- (viii) Any other document listed in the bid document/ Contract as forming part of the contract

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

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 \_\_\_\_\_

Under Jurisdiction of Dhanbad Court only.

**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 number ----- dated----- .
2. We will deploy following matching equipments, i.e. tippers/pay loaders either owned or hired as per NIT requirement:

Sl. No.	Name of equipment (Diesel operated)	Nos. Owned	Capacity (each)	Nos. hired	Capacity (each)	Total No.	Total Capacity
1	Tippers/ Dumpers with carrying capacity (in MT )						
2	Pay loaders with bucket capacity (in cum)						
3	Excavator with bucket capacity (in cum)						

3. If any information and document submitted is found to be false/incorrect at any time, BCCL 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

**Bharat Coking Coal Limited**  
(A Subsidiary of Coal India Ltd)  
Koyla Bhawan, Koyla Nagar, Dhanbad

**TENDER DOCUMENT**

**PART – II**

Contain 3 marked pages

**PRICE BID**

(In sealed Cover)

**Name of Work:** PREPARATION OF STOWING MATERIAL FROM OVER  
BURDEN OF MINES FOR STOWING IN MINES OF BCCL

**NIT No:** - BCCL/GM(CMC)/F-NIT/Stowing Material/2011/ 324 Date 13.06.2011

1. NAME OF TENDERER :

2. ADDRESS OF TENDERER:

3. OWNERSHIP STATUS OF TENDERER :

4. NAME OF PERSON/OFFICIAL (with designation) :  
Authorized to submit the Price Bid

5. AMOUNT OF EARNEST MONEY DEPOSIT : As per NIT

6. DATE OF OPENING OF TENDER : As per NIT

Signature of the Official  
Issuing the Tender Document



PRICE BID (in sealed cover)

**Name of Work:** PREPARATION OF STOWING MATERIAL FROM OVER  
BURDEN OF MINES FOR STOWING IN MINES OF BCCL

**NIT No:** - BCCL/GM(CMC)/F-NIT/Stowing Material/2011/ 324 Date 13.06.2011

Period of Work : 6½ (Six and half) year

Quantity of work : 49,38,000 Cum of stowable material

**BILL OF QUANTITY**

<b>SI No.</b>	<b>Description</b>	<b>Rate In ( ` /cum)</b>
1	Composite rate for preparation of one cu. m stowing material from OB including all allied works as indicated in the tender document.	
2	The transport component involved in ( ` /cum) in quoted rate of composite item of work at (1) above  a) Transportation of OB/Sand Stone  b) Transportation of prepared stowing material to stock of plant  c) Transportation of the rejects in the process of preparation of stowing material from O.B./Sand Stone	
3	Discount on quoted rate for the quantities of work above 3 Lakh cu. m and upto 5 Lakh cu. m per annum.	
4	Discount on quoted rate for the quantities of work above 5 Lakh cu.m per annum	

**NOTE:**

- i) The quoted offer should be exclusive of Service Tax. Service Tax will be paid extra, as applicable. However, tenderer has to furnish a certificate at the time of claiming reimbursement stating the rate of Service Tax at which the Service Tax has been paid and confirming that reimbursement for this amount has not been claimed for any place, anywhere in India.

Signature of the tenderer with seal

- ii) All duties, taxes and other levies payable by the contractor under the contract or by any other clause 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 the 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. Similarly, if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. Details of such duties, taxes and other levies along with rates shall be declared by the bidders in their price bid.
- iii) Bidder is required to clearly mention/specify separately the transport component in ( /cum) involved in its quoted rate for composite item of work for
  - a) Transportation of OB/Sand Stone,
  - b) Transportation of prepared stowing material to stock of plant
  - c) Transportation of the rejects in the process of preparation of stowing material from O.B./Sand Stone
- iv) Transportation charge for transportation of prepared stowing material to stock of plant will not be paid for the quantity received by the company directly from the discharge point/bunker.
- v) The bidder shall give minimum discount of 2% for the quantities above 3 Lakh cu. m and upto 5 Lakh cu. m per annum and minimum discount of 3% for the quantities above 5 lakhs cu.m per annum.
- vi) Tenderer should quote rates both in figure and word.

Signature of the tenderer with seal