

**REGISTRATION  
OF  
CONTRACTORS  
FOR  
HIRING  
OF  
LIGHT MOTOR VEHICLES  
ON  
SCHEDULE  
RATES  
AS FIXED BY  
BCCL**



(FOR REGISTRATION)

ALL PAGES TO BE SIGNED WITH DATE AND SEAL BY THE PROSPECTIVE  
APPLICANT AS A TOKEN OF ACCEPTANCE OF THE TERMS AND  
CONDITIONS CONTAINED IN THE BOOK & SUBMITTED AS ENCLOSURES

AND

THE SAME SHALL BE BINDING DURING THE CURRENCY OF THE  
REGISTRATION



## **Registration of Contractors**

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**BCCL**

**BHARAT COKING COAL LIMITED**  
 ( A Subsidiary of Coal India Limited )  
 Administration Department.  
 Koyla Bhawan : Koyla Nagar  
 Dhanbad : 826005  
 JHARKHAND

Ref.No.BCCL/Dy.GM(A)/Regn./ CTP / 2010/ 06

Date:08.04.2010

**Notice Inviting Application for Registration of Contractors for hiring of commercial light vehicles for different Units /Areas/ HQ of BCCL**

Bharat Coking Coal Limited invites applications from bonafide contractor(s) for registration on satisfying the eligibility criteria mentioned hereunder and in the prescribed application forms for hiring of different categories of light commercial Non –AC vehicles.

Whenever called upon through invitation of discount bids, such registered contractors may quote their discount offer over the scheduled of rates as bench mark for engagement of different types of light commercial vehicle for different category of deployment as desired.

Registration shall be valid for 5(five) years from the date of registration.

**Types of work and category**

The registration of contractor(s) shall be made for hiring of different types of light commercial vehicles under different category of deployment as mentioned hereunder:

Types of vehicles	Age of vehicles	Category of deployment
Diesel Car (Non-AC) (a) Ambassador (b) Indica/ equivalent	<u>upto 2 yr. old vehicle</u> <u>or</u> <u>upto 5 yr. old vehicle</u> <u>or</u> <u>upto 10 yr. old vehicle</u>	Half day or Full day
Petrol Car (Non – AC) (a) Ambassador	<u>upto 2 yr. old vehicle</u> <u>or</u> <u>upto 5 yr. old vehicle</u> <u>or</u> <u>upto 10 yr. old vehicle</u>	Half day or Full day
Soft top Jeep	<u>upto 2 yr. old vehicle</u> <u>or</u> <u>upto 5 yr. old vehicle</u> <u>or</u> <u>upto 10 yr. old vehicle</u>	Half day or Full day

Signature of applicant with date and seal

Types of vehicles	Age of vehicles	Category of deployment
Hard top Jeep / SUV (Bolero/ Sumo/ equivalent)	<u>upto 2 yr. old vehicle</u> <u>or</u> <u>upto 5 yr. old vehicle</u> <u>or</u> <u>upto 10 yr. old vehicle</u>	Half day or Full day
Ambulance (Non-AC) (Maruti OMNI or equivalent)	<u>upto 2 yr. old vehicle</u> <u>or</u> <u>upto 5 yr. old vehicle</u> <u>or</u> <u>upto 10 yr. old vehicle</u>	Half day or Full day

POL will be provided by BCCL as per the company norms.

#### Eligibility criteria

Applicants desirous of registration should fulfil the following:

Registration fee to be submitted along with applications (non-refundable)	Minimum number of light commercial vehicle to be owned
Rs.1000/-	1(one)

#### Registration fee

Registration fee of Rs.1000/- (Rupees one thousand) only , which is non refundable, is to be deposited in the form of bank draft / banker's cheque drawn in favour of the Bharat Coking Coal Limited on any scheduled bank, payable at its branch at Dhanbad with the application form. Application without registration fee shall be rejected.

#### Availability of forms

The application forms / document may be obtained on payment of Rs.100/- (Rupees one hundred) only which is non-refundable by cash or bank draft drawn in favour of the Bharat Coking Coal Limited on any scheduled bank, payable at its branch at Dhanbad from the following place/s from 26.04.2010 to 25.05.2010 from 10AM to 1.00PM (on all working days ).

- (i) Office of the Dy.General Manager(Admn), BCCL, Koyla Bhawan, P.O.

BCCL Township, Koyla Nagar, Dhanbad and

The application forms/ document is also available on the website of BCCL at <http://bccl.cmpdi.co.in>. The applicants downloading the application form / document from website should note the following the following in addition:

Signature of applicant with date and seal

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 application form/ document.

The applicants, who will download the application form/document from the website of the company, will be required to pay the cost of application form/document (application fee) of Rs.100/-(rupees one hundred) only by bank draft as per NIA 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 filled in application in a separate sealed envelope superscribed as "Cover containing Demand Draft towards cost of application Document for registration of contractor vide NIA No. .... dated.....". Any Bank Draft prepared after the scheduled closure date of the sale of application documents is not acceptable and in such case the application is liable to be rejected. If the cost of downloaded application form / document is not submitted with the filled in application, this shall stand rejected outright without any reference or correspondence.

The applicants will be required to submit an undertaking that they will accept the application form/document as available in the website and their application shall be rejected if any tampering in the application form/document is found to be done at the time of opening of application.

In case of any discrepancy between the application form/document downloaded from the website and the master copy available in the office, the later shall prevail and will be binding on the applicants. No claim on this account will be entertained.

Instruction to applicants

1. The registration is without prejudice to the companies right to publication of open general notice in news paper inviting tenders from time to time for individual work and to the company's general terms and conditions of contract. The registered contractors may purchase tender documents for submission of tenders on receipt of intimation of issue of tender notice or in response to the company's open general notice inviting tenders , who shall be considered along with the other tenders received by the company.
2. Only one application can be submitted by the applicant.
3. The applicant shall furnish further documentary evidence, clarifications if required by the company, in support of its eligibility.
4. The applicants who shall be registered by the company after scrutiny of the applications will be informed their registration.

Signature of applicant with date and seal

Receipt of application form /document :

The application form /document, for registration in the prescribed proforma duly filled in and completed in all respect, will be received in the Office of SE(E&M),CTP, BCCL, Koyla Bhawan from 03.05.2010 to 31.05.2010 till 3.00PM in the Office of General Manager(Admn.),BCCL Koyla Bhawan, Dhanbad.

The company reserves the right to reject any / all application/s without assigning any reasons whatsoever and the company's decision in the matter of registration shall be final.

-sd-  
General Manager(Admn.)

**Distribution :-**

PRO, BCCL- with a request to upload NIA and application document as above on company's website in full. The downloading facility should be available during the period of sale of application document and to publish the extract of this NIA as under, as directed by FDs, in local as well as National dailies as per norms of the company and also advise the publishers concern to send the paper cutting to the NIA inviting authority.

**Notice Inviting Application for registration of contractors.**

Ref.No.BCCL/Dy.GM(A)/Regn./CTP/2010/06

Dated.08.04.2010

General Manager(Admn.), BCCL, Koyla Bhawan, Dhanbad, invites applications for registration of contractors for hiring of **Light Commercial Vehicles** under SOR in BCCL.

**Availability of application form/document :**

From 26.04.2010 to 25.05.2010 From 10.00AM to 1.00PM (on all working days)

**Receipt of applications :**

From 03.05.2010 to 31.05.2010 till 3.00PM.

For further details kindly visit <http://bccl.cmpdi.co.in>

-s/d-  
General Manager(Admn.)

CC: D(T)OP, D(T)P&P, D(P), D(F) and CVO.

CC: CGM(Cordn.)/CGM(E&M)/CGM(Finance)/ GM(CMC)/ GM(IE)

CC: GM(system) – with a request to display this NIA in BCCL website. The downloading facility should be available during the period of sale of application document only.

CC: Sr.ES to CMD – for kind information of CMD.

CC: Koyla Bhawan Notice Board.

Signature of applicant with date and seal

# BCCL



**BHARAT COKING COAL LIMITED**  
( A Subsidiary of Coal India Limited )  
Administration Department.  
Koyla Bhawan : Koyla Nagar  
Dhanbad : 826005  
JHARKHAND

## APPLICATION FORM FOR REGISTRATION OF CONTRACTORS,

NIA No. BCCL/GM(A)/Regn./ CTP /

Date.....

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(FOR OFFICE USE ONLY)

Issued to :-

..... Cash Receipt No.:.....

..... Date:..... For Rs. 100.00

Date of issue:.....

Date of submission :    /    /    up to 3.00 PM

( Signature of issuing authority)

Signature of applicant with date and seal

# BCCL



**BHARAT COKING COAL LIMITED**  
( A Subsidiary of Coal India Limited )  
Administration Department.  
Koyla Bhawan : Koyla Nagar  
Dhanbad : 826005  
JHARKHAND

## **APPLICATION FORM FOR REGISTRATION OF CONTRACTORS**

Notice No: BCCL/GM(A)/Regn./ CTP /

Date.....

### **PARTICULARS TO BE FURNISHED BY THE APPLICANT**

1. Name and Full Address of the Applicant :

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2. Date of commencement of business :

3. Ownership status

- Whether proprietorship (furnish copy of affidavit)
- Whether partnership (furnish copies of deed)
- Whether company (furnish copies of Memorandum and Article of Association)
- Whether Govt./ Semi Govt. Organisation.

4. Type of work for registration : Hiring of different types of light commercial vehicles under different category of deployment.

5. Registration fee of Rs.1,000/- (Rupees one thousand )only which is non-refundable submitted in the form of bank draft / banker's cheque drawn in favour of the Bharat Coking Coal Limited on any scheduled bank, payable at its branch at Dhanbad. (*Applications without registration fee shall be rejected outright without any reference or correspondence*).

DD/BC No.	DD/BC date	Amount in Rs.	Drawn on bank

6. Details of experience during past 7 financial years (if any)

Sl. No.	Year	Name of work with work order reference and brief description	Value of work (Rs.)	Name of employer	Date of commencement of work	Date of completion of work

Attach copies of (i) work order, (ii) Satisfactory completion certificate

Signature of applicant with date and seal



## 7. technical resources :

Particulars	Page reference
a) List of drivers available with the applicant with their valid driving license	From page..... to .....

### (b) List of Light Commercial Vehicles

SL.No.	Regn. No. of Vehicle	Make	Model/ Yr. Of Mfg.	Road Tax Paid Upto	Insurance Valid Upto	Fitness/ permit valid upto

8. Other details :

Particulars	Page reference
(a) Details of Enlistment, if any, in CIL or its Subsidiary Co./Central Govt./State Govt Undertaking /Reputed private co./school/colleges(if any) :	From page..... to .....
(i) Name of the Organisation :	
(ii) Nature of Enlistment :	
(iii) Enlistment No. & Date :	From page..... to .....
(b) Certificate of registration as per statutory requirement under contract labour laws, as may be applicable (if any)	
(c) Name of bankers :	
(d) Bank A/c No.	

Signature of applicant with date and seal

Particulars	Page reference
(e) Type of account i.e. savings or current :	
(f) Permanent I.Tax A/c. No. (PAN) :	page..... to .....
(g) Affidavit in the prescribed format as provided (without this, the application is liable to be rejected.	From page..... to .....
(h) Any other particulars as may be relevant.	From page..... to .....

**NOTES :**

1. Separate sheet may be attached furnishing details indicating the relevant item No. in the application form, if necessary.
2. The notice Inviting Application for registration in response to which this application is submitted, is without prejudice to the company's right to the publication of open general notice from time to time for individual work and to the general terms and conditions of contract as applicable thereon.
3. Each application should be submitted in a separate closed cover indicating name and address of applicant at the left side bottom , superscribing " Application for registration of contractors " addressed to the General Manager(Admn.), BCCL, Koyla Bhawan, Dhanbad – 826005.
4. Erasures / overwritings , if any, may disqualify the applicant. Corrections, where necessary, shall be made by crossing out and re-written attested with full signature and date.
5. application should be properly filled up in English / Hindi and submitted as per instruction. Otherwise the application is liable for rejection.
6. Only one application can be submitted by the applicant along with requisite registration fee.
7. Application for registration should be submitted for the jobs required as specified in the notice inviting application and as per instructions contained therein.
8. canvassing in any form is prohibited and application submitted by the applicants who resort to canvassing is liable to be rejected.

Signature of applicant with date and seal

Format for Affidavit  
On Non-Judicial Stamp Paper

**AFFIDAVIT**

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

1. We are submitting application for the registration as contractor for light commercial vehicle under SOR against Notice Inviting Application No..... dated .....
2. None of the partners of our firm is relative of employee of Bharat Coking Coal Limited.
3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this application is complete , correct and true.
4. All documents / credentials submitted along with this application 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 application/ 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.

Date:

Signature of the applicant.

Seal of Notary

**ANNEXURE - B****GENERAL INFORMATION**

**1.0** This shall be known as SOR-LCV-2010 for hiring of different types of Light Commercial Vehicles under different category of deployment as mentioned hereunder:

Types of vehicles	Age of vehicles	Category of deployment
Diesel Car (Non-AC) (a) Ambassador (b) Indica/ equivalent	<u>upto 2 yr. old vehicle</u> <u>or</u> <u>upto 5 yr. old vehicle</u> <u>or</u> <u>upto 10 yr. old vehicle</u>	Half day or Full day
Petrol Car (Non – AC) (a) Ambassador	<u>upto 2 yr. old vehicle</u> <u>or</u> <u>upto 5 yr. old vehicle</u> <u>or</u> <u>upto 10 yr. old vehicle</u>	Half day or Full day
Soft top Jeep	<u>upto 2 yr. old vehicle</u> <u>or</u> <u>upto 5 yr. old vehicle</u> <u>or</u> <u>upto 10 yr. old vehicle</u>	Half day or Full day
Hard top Jeep / SUV (Bolero/ Sumo/ equivalent)	<u>upto 2 yr. old vehicle</u> <u>or</u> <u>upto 5 yr. old vehicle</u> <u>or</u> <u>upto 10 yr. old vehicle</u>	Half day or Full day
Ambulance (Non-AC) (Maruti OMNI or equivalent)	<u>upto 2 yr. old vehicle</u> <u>or</u> <u>upto 5 yr. old vehicle</u> <u>or</u> <u>upto 10 yr. old vehicle</u>	Half day or Full day

POL will be provided by BCCL as per the company norms as follows :

- i) Car ( Non AC)
  - a. Petrol : 10KM/ ltr.
  - b. Diesel : 12KM/ltr.
- ii) Jeep ( Non AC)
  - a. Diesel : 10KM/ltr.
- iii) Trekker
  - a. Diesel : 8KM/ltr.
- iv) Maruti Omni AC Ambulance
  - a. Petrol : 14KM/ltr

Lubricant will be provided as per prevalent practice.

Signature of applicant with date and seal

- 2.0** The schedule of rates are firm and valid for two years. They shall be revised after every two years.
- 3.0** The existing SOR-LCV-2010 does not include toll tax. If toll tax is payable in some cases to Govt. / Semi Govt./ Local Authority, the same shall be reimbursed on production of the documentary evidence of having made such payment to the appropriate authority.
- 4.0** Similarly if service tax is applicable the same shall be reimbursed to the contractor by concerned authority of BCCL on production of documentary evidence of having made such payment to the appropriate authority or to be dealt as per extent rules.

Signature of applicant with date and seal

## **ANNEXURE - B**

### **AWARD PROCEDURE**

1. Prior approval of concerned Functional Director is to be taken for number of vehicles (category wise) to be hired. The hiring of vehicles should be within budget provision.
2. Works on SOR for a predefined execution period can be awarded to only registered eligible SOR contractors after calling Notice of discount bid with copies to all eligible registered contractors through post and also to be displayed in notice boards by the concerned area.
3. No work on SOR can be awarded over and above the then prevailing approved and notified schedule of rates.
4. Work to be distributed judicially amongst registered SOR contractors in case more than one contractor is interested to do the job and have quoted same lowest rates.
5. works to be awarded by concerned area/ unit/ Hqr. CGMs / GMs as per delegation of power as in force from time to time.

**Signature of the applicant with seal and date**

**GENERAL TERMS AND CONDITIONS**

**1. DEFINITIONS :**

- i. The word “Company” or “Employer” or “Owner” wherever occurs in the conditions, means the Bharat Coking Coal Limited, represented at the headquarters of the Company by the Chairman Cum Managing Director and represented at areas of the company by Chief General Manager/ General Manager or their authorised representative or any other officer specially deputed for the purpose.
- ii. The word “Principal Employer” wherever occurs, means the authorised representative or any other officer specially deputed by the Company for the purpose.
- iii. The word “contractor”/“contractors” wherever occurs means the successful SOR registered contractor .....
- iv. ‘Accepting authority’ shall mean the management of the company and includes an authorised representative of the company or any other person or body of persons empowered in this behalf by the company.
- v. A ‘FULL DAY’ shall mean a day of 24 hours from time of engagement and ‘HALF DAY’ shall mean 12 hours from time of engagement.
- vi. Engineer-in-charge/Designated Officer-in-charge who is of an appropriate seniority will be responsible for supervising and administering the contract, certifying payment due to the contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. Engineer-in-charge/Designated Officer-in-charge may further appoint his representatives i.e. another person/ Project Manager or any other competent person and notify to the contractor who is directly responsible for supervising the work being executed at the site, on his behalf under the Delegation of Powers of the company. However, overall responsibility, as far as the contract is concerned will be that of the Engineer-in-charge/Designated Officer-in-charge.
- vii. The ‘contract’ shall mean the notice inviting discount bids, the offer as accepted by the company and the formal work order/ agreement executed between the company and the contractor together with the documents referred to therein including general terms and conditions, special conditions, if any, schedule of quantities with rates and amounts, schedule of work.

Signature of the applicant with date and seal

- viii. The 'works' shall mean the works required to be executed in accordance with the contract or parts thereof as the case may be and shall include all extra or additional or any work of emergent nature, which in the opinion of the Engineer-in-charge, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.
- ix. 'Schedule of Rates' referred to in these conditions shall mean the standard schedule of rates prescribed by the company and the amendments issued from time to time.
- x. 'Contract price' shall mean
  - (a) in the case of lump sum contracts the total sum for which offer is accepted by the company.
  - (b) in the case of other types of contracts the total sum arrived based on the individual rates quoted by the contractor for the various items shown in the 'Bill of quantities' of the tender documents as accepted by the company with or without any alteration as the case may be.
- xi. 'Written notice' shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the Corporation/Company for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

## **2.CONTRACT DOCUMENTS :**

The following documents shall constitute the contract documents :

- ( i ) LOA / Work order/Articles of Agreement,
- ( ii ) Notice Inviting Discount Bids,
- ( iii ) Letter of Acceptance of offer indicating deviations, if any, from the conditions of contract incorporated in the Bid/Tender document issued to the bidder,
- ( iv ) Conditions of contract, including general terms and conditions, additional terms and conditions, special conditions, if any etc. forming part of the work order/ Agreement,
- ( v ) Scope of works/Bills of quantities and
- ( vi ) Finalised work programme.

None of these documents shall be used by the contractor for any purpose other than this contract and the contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.

Signature of the applicant with date and seal



**It may be noted that only Work-orders are to be issued in case of awards valuing upto Rs.5.00 lakhs and Agreements to be executed for all awards valuing above Rs.5.0 lakhs.**

### **3.DISCREPANCIES AND ADJUSTMENTS THEREOF :**

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

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

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

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

a. discrepancy between description in words and figures the rate which corresponds to the words quoted by the contractor shall be taken as correct.

b. discrepancy in the amount quoted by the contractor due to calculation mistake of the unit rate and quantity, the unit rate shall be regarded as firm and amount corrected.

c. discrepancy in totaling or carry forwards in the amount quoted by the contractor shall be corrected.

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

### **4. SECURITY DEPOSIT :**

4.1 Security Deposit shall consist of two parts;

a) Performance Security (initial security deposit) to be submitted at award of work and

b) Retention Money to be recovered from running bills.

The security deposit shall bear no interest.

Signature of the applicant with date and seal

4.2. For the contracts having contractual value of less than Rs. One crore the following will be made applicable.

Security deposit shall be @ 5% of the awarded value. Initial Security Deposit of 1 % of the awarded value of the contract will have to be deposited by the awardee contractor immediately after the receipt of the letter of acceptance/work order. The balance 4 % of the amount as retention money shall be recovered @ 5 % from the running bill, till the amount thus recovered covers the 5 % of the awarded value.

4.3. For the contracts having contractual value of Rs. One crore and above the following will be made applicable.

Security deposit shall be @ 10% of the awarded value. Initial Security Deposit of 5 % of the awarded value of the contract will have to be deposited by the awardee contractor immediately after the receipt of the letter of intent/work order. The balance 5 % of the amount as retention money shall be recovered @ 5 % from the running bill, till the amount thus recovered covers the 10 % of the awarded value. Total of performance security(initial security ) and retention money should not exceed 10 % of the contract amount.

4.4 Performance Security should be submitted in any of the form given below :

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

4.5If performance security is provided by the successful bidders in the form of bank guarantee it shall be issued either –

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

4.6. Refund of performance security :

The performance security (initial security) deposit will be released after successful completion of work.

Signature of the applicant with date and seal

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

#### **5. Penal Provision**

5.1. The contractor's failure to report with his vehicle along with the driver in proper running condition within 15 minutes from the daily scheduled reporting time shall be considered as delayed reporting in duty. In the event of the delayed reporting the contractor shall without prejudice to any other right or remedy available under the law to the company on account of such breach become liable to pay penalty of 10% of the daily hire charges for the day on which such late reporting has been noted.

If the average daily reporting for duty during the calendar month is less than stipulated days indicated in the detailed tender notice, penalty as detailed below will be levied.

5.2. If the average daily reporting for duty during the calendar month is more than 80 % and less than 100 % of stipulated number of days per calendar month, penalty equal to 10 % of the contract value of the short fall during the calendar month shall be levied.

5.3. If the average daily reporting for duty during the calendar month is less than 80 % of stipulated number of days per calendar month, penalty equal to 20 % of the contract value of the short fall during the calendar month shall be levied.

5.4. The aggregate of the penalties so levied shall not exceed 10 % of the total contract value.

5.5. The company may waive the payment of compensation i.e. penalty imposed, depending upon merit of the case, on request received from the contractor.

Signature of the applicant with date and seal

5.6. On happening of any events causing delay as stated here under, the contractor shall intimate immediately in writing to the Engineer-in-charge :

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

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

The contractor may request the company in writing within 14 days of happening of such event causing delay/ absence from duty. The company may, considering the eligibility of the request, give a fair and reasonable dealing of the contract which shall be communicated to the contractor in writing by the company through the Engineer-in-charge within 1 month of the date of receipt of such request.

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

5.7. For delays / absent arising out of Force Majeure, the bidder/ contractor will not claim extension in completion date of contract.

## **6. COMPLIANCE OF INSTRUCTION / CONTRACT :**

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

## **7. PAYMENT :**

7.1. Payment on Account - The contractor shall submit monthly 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 work carried out as per records relevant for the purpose.

Signature of the applicant with date and seal

7.2. 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, penalties, taxes and such other amounts as may be deductible or recoverable in terms of the contract.

7.3. 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.

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

**8. Paying Authority :-**The paying authority shall be the Finance manager(Pay) for Hqr. and for area / unit concerned area / unit Finance Manager.

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

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

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

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

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

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

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

9.1 The contract shall stand terminated under the following circumstances :

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

b. In the case of the contractor being a company, its affairs are under liquidation either by a resolution passed by the company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or 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.

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

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- 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).

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

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.

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

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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.

**10. COMPLETION CERTIFICATE :**

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

**11. 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, he/they shall be responsible for compliance with all the requirements imposed by the Workmen's Compensation Act or any other similar laws in force, and shall indemnify the company against any claim on this account.

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

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- 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.
- vi. All duties, taxes and other levies payable shall be the responsibility of the contractor.

However, such duties, taxes, levies etc. which is notified after registration of SOR contractors or any increase over the rate existing at the time of registration of SOR contractors shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.

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 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.

ix. 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.

x. 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.

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.

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xi. 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. 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.

## **12. SETTLEMENT OF DISPUTES**

It is incumbent upon the contractor to avoid litigation and disputes during the course of execution. However, if such disputes take place between the contractor and the department, effort shall be made first to settle the disputes at the company level.

The contractor should make request in writing to the Engineer-in-charge for settlement of such disputes/ claims within 30 (thirty) days of arising of the cause of dispute/ claim failing which no disputes/ claims of the contractor shall be entertained by the company.

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

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## **ANNEXURE - A**

### **SPECIALTERMS & CONDITIONS**

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

2. The vehicle/s deployed in any other unit of the company or any subsidiary of Coal India Limited, shall not be diverted for the work without the approval of the company. Similarly, the vehicle deployed for the work shall not be diverted to any other unit without the approval of the General Manager.

3. Vehicles in good and safe running condition having valid fitness certificate permits/ licenses etc. and in respect of which the required taxes/ fees have been deposited and which are properly covered by insurance, shall be deployed for the work.

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

4. The contractor shall at his own cost, arrange for regular checking/ maintenance/ repair of the vehicle/s and keep them in good and safe conditions at all times.

Proper records of such checking/ maintenance/ repair shall be maintained in a Log Book kept on the vehicle for the purpose, which shall be readily available for inspection whenever required.

5 Only experienced, skilled and disciplined drivers of sound health, good behavior and antecedents having valid and requisite driving license shall be deployed by the contractor for driving the vehicles deployed for the work.

In no case any un-authorised driving of the vehicle shall be permitted by the contractor.

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6. The driver deployed on vehicle hired will be in proper outfit and in uniforms as prescribed by the management while on duty. The uniform and accessories is to be provided by the contractor at their own cost. The driver deployed must be non-alcoholic and medically fit. In case of negligence, dereliction of duty, disorderly behaviour , other misconduct by the driver of the agency, the contractor will take back the driver concern immediately and will send suitable replacement within 24(twenty four)hours.
- 7.The contractor shall bring/ take back and arrange for the transportation of the vehicles/ men and materials required for the work at his own cost.
- 8.Contractor's vehicle should ply only on specified routes as per the instruction of the controlling authority.
- 9.The Company shall have no responsibility/ liability whatsoever for any accident/ damage to the contractor's vehicle in transit or while engaged in the work
10. The contractor shall issue an identity card/ employment card to each employee with photograph duly attested by him which the employee shall always carry with him, while on work and produce for inspection whenever required.
11. The contractor shall not engage any person of less than 18 years of age or females during night hours as required by relevant law.
- 12.The responsibility of the contractor in respect of all payments to his employees will be complete and absolute. The Company shall have no liability whatsoever in this regard and shall be fully indemnified by the Contractor against any claim arising out of any non-payment/ short-payment/ dispute/ award.
13. **The various mines / units of Bharat Coking Coal Limited are spread in two neighbouring states i.e. Jharkhand and West Bengal, so whenever required the hire vehicle should have permit for both the states i.e. Jharkhand and West Bengal.**
- 14.In case of emergency like breakdown of law & order or natural calamity/mine accident etc. the agency will deploy on a short notice, reasonable number of additional vehicles as per instruction of BCCL.
15. All payments to the employees of the contractors is to be made through cheques or bank.

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# BCCL



**ANNEXURE - B**  
**BHARAT COKING COAL LIMITED**  
( A Subsidiary of Coal India Limited )  
Office of the CGM/GM  
.....Area/unit

Ref.No.BCCL/

Date:.....

## **NOTICE INVITING DISCOUNT BIDS**

Sealed discount bids is/ are invited from eligible SOR registered contractors of BCCL for hiring of light commercial vehicles for following location.

Work No.	Type of vehicle	Age of vehicle	Category of deployment	Estimated value (Rs.)	Period of deployment	Location of work

Availability of bid document : Bid documents comprising of this alongwith respective bill of quantities for the above may be collected from the office of the ..... and the office of the undersigned during working hours on any working day free of cost within 10(ten) days of issue of this notice.

Date of receipt of discount bids : On ..... up to .....  
(Receipt date should preferably be four to five days from the date of closure of issue of documents.)

Date of opening of discount bids : The discount bids shall be opened at .....hrs. on ..... in the office of the CGM/GM.....Area/Department.

Validity period of discount bid offers : The rates offered shall remain valid for four callender months from the date of opening of discount bids.

### General instructions for submission of discount bids :

1. The contractor is required to submit their discount offer in sealed cover giving reference to this notice number and date as well clearly superscribing the cover with the name of the work separate cover is to be used for each cover.

Signature of the applicant with date and seal

2. The bidder is encouraged to visit and examine the place of works and its surroundings and obtain all information that may be necessary for submitting the bids. The cost of visiting the site shall be at the bidders own expense and it shall be deemed that the bidder has visited the place/ area.
3. The bidder shall offer for the work as described in the bill of quantity submitted by the bidder. However, the employer reserves the right to allot part of the work at the discretion and no claims , whatsoever, shall be entertained in this regard.
4. The bidder shall fill in rates and prices for all items of works described in the bill of quantities. Corrections if any shall be made by crossing out ,initialling, dating and rewriting.
5. Any bid received by employed after the deadline prescribed by the discount bid notice due to any reason whatsoever will not be acceptable.
6. Information relating to the examination, clarification, evaluation and comparison of bids and recommendation for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the employers processing of bids or award decision may result in the rejection of their bids.
7. Bids determined to be substantially responsive will be checked by the employer for any arithmetical errors. Errors will be corrected by the employers 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 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.
- © Discrepancy in totalling or carry forward in the amount quoted by the contractor shall be corrected.
8. The tendered so corrected and altered shall be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the bidder alongwith. 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.

Signature of the applicant with date and seal

9. 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 conformed by registered letter. This letter (herein after 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 ( herein after and in the contract called “ the contract price”). The notification of award will constitute the formation of contract subject only to the furnishing of a performance security/ initial security deposit in accordance with the conditions of SOR-LCV-2010.

10. 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.

11. Penal action in case of failure on the part of the bidder , the registration of the SOR contractor shall stand cancelled and withdrawn in case the successful bidder fails within the specified time limit to furnish the required performance security/ initial security deposit, sign the agreement and the bidder does not start the work within stipulated time. Once the SOR registered contractor is penalised on this count , he may as a special case appeal to the Director concerned, BCCL for re-registration for which the de-listed SOR contractor will have to deposit Rs.1,000/- towards re-registration fee(non-refundable) on receipt of demand from BCCL management to deposit the same. However, re-registration of a delisted SOR contractor will be on the sole discretion of BCCL management.

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

CGM/GM,.....Area/Unit

Distribution:

All Directors at Hqr./CVO

GM(CMC)/ GM(Admn.), Koyla Bhawan – for display in notice board.

CGM/ GM, All Areas / washery Zones – with a request to display on area notice boards.

All eligible registered contractors by post. However, BCCL is not responsible for non receipt of this notice by any SOR registered contractor due to postal delay.

**ANNEXURE - B**

(specimen form contents)

**BILL OF QUANTITY** for the work of hiring of light commercial vehicle for the office of .....

Issued to M/s..... on dated

.....

Work No.	Particulars of the work	No. of vehicles to be hired	SOR rate (Rs/day)	SOR estimated amount(Rs.)
	Hiring of light commercial vehicle for use in the office of ..... Type of vehicle :  Age of vehicle:  Category of deployment :  Period of deployment : :			

POL will be provided by the company as per prescribed norm of SOR.

Discount over estimated amount .....% (to be stated both in words and figure by the bidder.

Date:

Signature of the bidder with date and seal.



**ANNEXURE - C**

**FORM OF AGREEMENT**

(on Non Judicial Stamp Paper of appropriate value)

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 / work order;
- (ii) Notice to proceed with the work ;
- (iii) Contractor's Bid
- (iv) General and Special terms & conditions including important correspondences.
- (v) Specifications
- (vi) 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.

Signature of the applicant with date and seal

Note : ( Not to be typed in agreement )value of Non Judicial stamp papers to be submitted by the contractor within the stipulated period for execution of the agreement.

Upto Rs. 5.00 lakhs – no agreement is required, only work order to be issued to the contractor.

Above Rs. 5.00 lakhs and upto Rs.10.00 lakhs –	Rs.100/-
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Above Rs. 10.00 lakhs and upto Rs.25.00 lakhs –	Rs.250/-
---	----------

Above Rs. 25.00 lakhs and upto Rs.50.00 lakhs –	Rs.500/-
---	----------

Above Rs. 50.00 lakhs and upto Rs.100.00 lakhs –	Rs.750/-
--	----------

Above Rs. 1.00 crore (Rs.100.00 lakhs) –	Rs.1000/-
--	-----------

These values may be changed which shall be binding on all SOR registered agencies.

Signature of the applicant with seal and date

**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 of 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 ----- 200

Signature of the authorised Person.

For and on behalf of the Bank.

Place:

Under Jurisdiction of Dhanbad Court only.

### Approved schedule of rates of SOR-LCV-2010

ITEM	upto 2 yr. old vehicle		Above 2 yr. & upto 5 yr. old vehicle		Above 5 yr. & upto 10 yr. old vehicle	
	<u>Half deployment</u>	<u>Full deployment</u>	<u>Half deployment</u>	<u>Full deployment</u>	<u>Half deployment</u>	<u>Full deployment</u>
	<u>cost per day (Rs.)</u>	<u>cost per day (Rs.)</u>	<u>cost per day (Rs.)</u>	<u>cost per day (Rs.)</u>	<u>cost per day (Rs.)</u>	<u>cost per day (Rs.)</u>
<b>Diesel Car (Non-AC)</b>						
(a) Ambassador	333	395	318	381	294	357
(b) Indica/ equivalent	288	351	278	340	260	322
<b>Petrol Car (Non – AC)</b>						
(a) Ambassador	310	373	297	360	276	339
<b>Soft top Jeep</b>	318	380	306	368	286	349
<b>Hard top Jeep / SUV (Bolero/ Sumo/ equivalent)</b>	345	407	331	393	308	370
<b>Ambulance (Non-AC) (Maruti OMNI or equivalent)</b>	234	296	226	289	214	276

**POL will be provided by BCCL as per the company norms as follows:**

- i) Car ( Non AC)
  - a. Petrol : 10KM/ ltr.
  - a. Diesel : 12KM/ltr.
- ii) Jeep ( Non AC)
  - b. Diesel : 10KM/ltr.
- iii) Trekker
  - c. Diesel : 8KM/ltr.
- iv) Maruti Omni AC Ambulance
  - d. Petrol : 14KM/ltr

**One litre Mobil will be provided after 500KM run.**

The validity of the above schedule of rates for deployment of light commercial vehicles in BCCL will be for two years from the date of implementation.