

Job No. ROCP/ Kus/ CoalTptn/ 10/ 1

BHARAT COKING COAL LIMITED

(A Subsidiary of Coal India Limited)

Kustora Area.

TENDER DOCUMENT

PART - I

**NAME & PLACE OF WORK : Loading in to tipper by Excavator at face
and Transportation of coal from Face to Dump, ROCP, of Kustoe Area.**

**TENDER NOTICE NO.BCCL/KA/AGM/ F-17(A)/ 10/ 146
DATED.05.03.2010**

Estimated Cost : as per NIT

BHARAT COKING COAL LIMITED

(A Subsidiary of Coal India Limited)

Kustore area.

.....

Part - I :: Contains 43 (forty three) marked pages .

Job No. ROCP/ Kus/ CoalTptn/ 10/ 1

TENDER NOTICE NO.BCCL/KA/AGM/ F-17(A) / 10/ 146
DATED. 05.03.2010.

Name of work : - Loading in to tipper by Excavator at face and Transportation of coal from face to Dump, ROCP, Kustore Area.

Date & time of submission of Tenders . : as per NIT.

Date & Time opening Of tender (Part-I) : as per NIT.

Name & address of the

Tenderer to whom issued. _____

Date of issue. _____

Cost of Tender Document : as per NIT (non-refundable)

DD/ Cash Receipt No. & Date _____

Signature of the Officer
Issuing Tender Papers.

Job No. ROCP/ Kus/ CoalTptn/ 10/ 1

Part - I

I N D E X

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BHARAT COKING COAL LIMITED
(A SUBSIDIARY OF COAL INDIA LIMITED)
Office of the General Manager,
Kustore Area

Tender Notice No.BCCL/KA /AGM/F-17(A)/10/ 146, Dated- 05.03.2010

Sealed tenders are invited from reputed and experienced transport contractors for transportation of coal by tipping trucks for the following work/s :

Job No. ROCP/ Kus/ Coal Tptn./10/1 - Loading in to tipper by Excavator at face and transportation of coal from Face to Dump, ROCP, of Kustore Area .

Quantity (te)	Estimated value (Rs.)	Work Period in months	Tender document Cost (Rs.)	EMD (Rs.)	Fleet requirement		Mini. Fleet to be owned by bidder(*)	
					Tipper 16 Te cap.	Excavator 1.6 Te cap.	Tipper 16 Te cap.	Excavator 1.6 Te cap.
320000	7987200	3	1000	79872	8	2	4	1

(*) The minimum fleet requirement to be owned by bidder indicated for the respective works are out of the total fleet requirement for the entire work. Balance fleet requirement can either be owned or hired by the bidder.

Earnest Money

Earnest Money/ Bid Security is to be deposited in the form of irrevocable Bank Guarantee (from Scheduled Bank/ Branch acceptable to the owner) with validity 28 days beyond the validity of the Bid in the format given in the Bid Document. Certified Cheque 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 bidder shall be refundable as promptly as possible after opening of Price Bid and finalization of the tender and shall bear no interest.

Availability of Tender Documents

Tender documents including terms and conditions of work, shall be available from 13.03.2010 to 20.03.2010 on payment, from the Office of the General Manager, Kustore Area, BCCL, P.O. Jharia, Dhanbad-828111, Jharkhand.

General Instructions for Submission of Tender

A Tenderer is required to submit his offer in sealed covers giving reference to this Tender Notice No. and date, containing offers in two parts-I&II as specified in the tender documents. Part I & II should also be in sealed covers clearly super scribing as part I & II on the respective envelopes

The bidders is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for submitting the bid. The cost of visiting the site shall be at the bidder own expense and it shall be deemed that the bidder at visited the site / Area. .

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.

20% of the equipments is to be owned by the tenderer & necessary documents to their affect to be submitted along with tender.

Validity period of offer

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

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

Receipt of Tenders

Completed Tenders paper will be received in sealed covers up to 15. 00 hours on 23.03.2010 in the office of the Addl. General Manager, Kustore Area

Opening of Tenders

Tenders will be opened at 16.00 hours on 23.03.2010 in the office of the Addl. General Manager, Kustore Area, BCCL, P.O. Jharia, Dhanbad-828111, Jharkhand.

The Company is not under any obligation to accept the lowest tender/tenders and reserves the right to reject any or all the 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.

The quoted offer should be exclusive of service tax notwithstanding the provisions as stipulated of general terms & conditions in the tender document, service tax is legally payable by the tenderer in relation to this contract, the same will be reimbursed by BCCL on production of documentary evidence of having made such payment.

Other details may be obtained from detailed tender notice Website no <http://bccl,cmpdi,co-in>.

Our Aim – **QUALITY COAL TO CONSUMERS**

Addl. General Manager
Kustore Area

DISTRIBUTION:

PRO – with a request to publish this NIT in local as well as National dailies as per norms of the Company and also advise the publisher concerned to send the paper cutting to the Tendering Authority.

Cc: D (T) P&P/ D(T)Op/ CVO., BCCL, Koyla Bhawan.

CC: CGM, Kustore Area.

CC:CGM (Cordn)/GM (Finance)/GM (CMC), BCCL, Koyla Bhawan.

Cc:GM (Admn) with a request to display this NIT in Koyla Bhawan Notice Boards.

Cc: G.M. (System), BCCL, for logging of detailed NIT on Website on or before 20.07.2009

Cc: All CGMs/GMs in the Areas including Washery Zones for wide circulation through display in the Notice Boards.

Cc:Inspector, CISF, Kustore area - with request to deploy security personnel during tender receipt and opening.

-INSTRUCTIONS TO BIDDERS-

1. SCOPE OF TENDERER

1.1 The Bharat Coking Coal Limited (referred to as Employer in these documents) invites bids for the works as mentioned in the Notice inviting Tender (NIT). The tenderers should submit tenders for any or all of the works mentioned in the NIT.

1.2 The successful Bidder will be expected to complete the Works by the Intended Completion Date specified in the tender document.

2. ELIGIBLE TENDERERS

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

2.2 All bidders shall provide in their bid Forms of Bid and Qualification Information.

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

2.4 The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.

3. QUALIFICATION OF THE TENDERER

3.1 In the event that prequalification of potential bidders has been undertaken, only Bids from pre-qualified bidders will be considered for award of Contract. These qualified bidders should submit with their Bids any information updating their original prequalification applications or, alternatively, confirm in their Bids that the originally submitted prequalification information remains essentially correct as of the date of Bid submission. The update or confirmation should be provided in the bid.

3.2 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 tenderer's letter head.) :

- a. 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.
- b. experience of having successfully executed similar works during last seven years.
- c. experience in works of similar nature and size for each of the last five years, and details of work under way or contractually committed; and the name and address of clients who may be contacted for further information on those contracts;
- d. major items of loading/unloading/transportation equipment proposed to carry out the Contract;
- e. reports on financial standing of Bidder, such as profit and loss statement and auditor's reports for the past five years;
- f. evidence of adequacy of working capital for this Contract (access to lines of credit and availability of other financial resources);
- g. authority to seek references from the Bidder's bankers;
- h. information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount;
- i. proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price ;
- j. Permanent Income Tax Account No.(PAN) ;
- k. Two or three companies/contractors participating in the bid as Joint Venture should submit Firm-wise participation details, Banker's name, execution of work with details of contribution of each and all other relevant details.

Note: The intending tenderer will have to submit a declaration in support of the authenticity of the credential submitted by them along with the tender in the form of an affidavit as per the format provided in the bid document.]

3.3 To qualify for award of the contract -

- a) The intending tenderer must have in its name as a prime contractor experience of having successfully executed works of similar nature (such as Transportation/ Removal of Coal/ Overburden/ Shale// Extraneous materials/ Sand/ etc) valuing 65% of the annualized value of the work 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.
- b) evidence of possessing adequate working capital (at least 20% of the annualized value of this work) inclusive of access to lines of credit and availability of other financial resources to meet the requirement.
- c) ownership of a fleet of minimum 1/3rd of the tipping trucks/trucks and equipment required for the annualized work.

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

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

3.5 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have: a. made misleading or false representations in the forms, statements and attachments submitted

in proof of the qualification requirements; and/or

- b. record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

standard Notes : I) The qualification criteria shown above are to be considered as a for normal works.

4. ONE BID PER BIDDER

4.1 Each Bidder shall submit only one Bid, either individually, or as a partner in a partnership firm or a partner in a joint venture or a public limited firm. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

5. COST OF BIDDING

5.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.

6. SITE VISIT

6.1 The Bidder, at the Bidder's own responsibility, cost and risk, is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

6.2 It shall be deemed that the tenderer has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he actually visits the site/area or not and has taken all the factors into account while quoting his rates.

7. CONTENT OF BIDDING DOCUMENTS

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

Notice Inviting Tender

Section 1	Instructions to Bidders;
Section 2	Forms of Bid and Qualification Information;
Section 3	Conditions of Contract;
Section 4	Forms of Securities and form of Article of Agreement.
Section 5	Scope of work/Bill of Quantities;

CLARIFICATION OF BIDDING DOCUMENTS

8.1 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 deadline for the submission of Bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry but without identifying its source.

8.2 ...Pre-bid meeting: A pre-bid meeting will be held on.....at.....hrs at the office of.....to clarify the issues and to answer questions on any matter that may be raised at that stage.

9. AMENDMENT OF BIDDING DOCUMENTS

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

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

9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer shall extend, as necessary, the deadline for submission of Bids, in accordance with Sub-clause 18.2 below.

10. LANGUAGE OF BID

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

10.2 In case the bid is signed in a language other than English by the bidder, the total amount of the bid should also be written in the same language.

11. DOCUMENTS COMPRISING THE BID

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

- a. Part I of the bid to be submitted in Ist inner sealed envelope comprising of
 - (i) bid security/earnest money deposit,
 - (ii) letter of the bidder submitting the bid in the form as stipulated in 'Contractor's bid' of the bid document and
 - (iii) 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.

b. Part II of the bid to be submitted in the IIInd inner sealed envelope comprising of Priced Bill of Quantities with the original bid document issued to the bidder duly signed by authorized signatory of the bidder on all pages as proof of accepting the conditions of contract.

c. Both the inner sealed envelopes will then be placed in one outer envelope, sealed and marked properly as per Clause 17 and submitted to the Employer at its address before the deadline for submission of the bid as described in Clause 18.

12. BID PRICES

12.1 The Bidders shall offer for the whole Works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder, however, the Employer reserves the right to allot part of the work at their discretion and no claims, whatsoever, shall be entertained in this regard.

12.2 The Bidder shall fill-in rates and prices for all items of the Works described in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

12.3 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause shall be included in the rates, prices and the total Bid Price submitted by the Bidder. All incidentals, overheads, etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.

12.4 The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document.

13. CURRENCIES OF BID AND PAYMENT

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

14. BID VALIDITY

14.1 Bid shall remain valid for a period not less than four calendar months after the deadline for bid submission specified in Clause 18. A bid valid for a shorter period shall be rejected by the Employer .

14.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid security for a period of the extension, and in compliance with Clause 15 in all respects.

15. BID SECURITY/EARNEST MONEY DEPOSIT

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

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

15.3 The Bid Security/ EMD of the unsuccessful bidder shall be refundable as promptly as possible after opening of Price Bid and finalisation of the tender .

15.4 The Bid Security/ EMD of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security/Security Deposit.

15.5 The Bid Security/Earnest Money may be forfeited:

- a. if the Bidder withdraws the Bid after Bid opening during the period of Bid validity; or
- b. in the case of a successful Bidder, if the Bidder fails within the specified time limit to:
 - (i) sign the Agreement; or
 - (ii) furnish the required Performance Security/ Security Deposit.
- c. if the bidder does not accept the correction of the bid price pursuant to clause 25 of ITB.

15.6 The Bid Security/ EMD deposited with the Employer will not carry any interest

16. FORMAT AND SIGNING OF BID

16.1 The Bidder shall prepare the bidding documents comprising the Bid as described in Clause 11 of these instruction to Bidders.

16.2 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, pursuant to Sub-Clauses 3.3(a). All pages of the Bid document shall be initialed by the person or persons signing the Bid.

16.3 The Bid shall contain no alterations, or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid. Erasing or overwriting in the bid document may disqualify the bidder.

17. SEALING AND MARKING OF BIDS

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

Ist inner sealed envelope will be marked " Part I - Bid for _____ comprising Bid Security/EMD with qualification information "

IInd inner sealed envelope will be marked as " Part II - Price Bid for _____ "

Outer Sealed envelope will be marked as " Bidding Documents for _____."

17.2 The inner envelopes placed in outer envelopes shall :

- a. be addressed to the Employer at the following address:
Chief General Manager Kustore Area, Po. Jharia, Dhanbad.

and

- b. inner and outer envelopes will bear the following additional identification:

Bid for _____ .

Bid Reference No.

DO NOT OPEN BEFORE _____ HRS IST on _____.

17.3 In addition to the identification required in Sub-Clause 17.2 the inner and outer envelopes shall indicate the name and address of the Bidder.

17.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

18. DEADLINE FOR SUBMISSION OF BIDS

18.1 Bids shall be delivered to the Employer at the address specified above no later than _____ Hrs on _____. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be received upto the appointed time on the next working day.

18.2 The Employer may extend the deadline for submission of Bids by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline will then be subject to the new deadline.

19. LATE BIDS

19.1 Any Bid received by the Employer after the deadline prescribed in Clause 18 due to any reason whatsoever will not be accepted.

20. MODIFICATION AND WITHDRAWAL OF BIDS

20.1 Bidders may modify or withdraw their Bids by giving notice in writing before the deadline prescribed in Clause 18 in case the bidder has submitted the bid well before the deadline.

20.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 11, 16, 17 and 18, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL", as appropriate.

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

20.4 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 14.2 may result in the forfeiture of the Bid Security pursuant to Clause 15.

21. BID OPENING

21.1 The Employer will open the Part-I of the bids, including modifications made pursuant to Clause 20, in the presence of the bidders' or their representatives who choose to attend at the time and in the place specified in Clause 18. 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.

21.2 The Part-II of the bids of the bidders, which are substantially responsive and conforms to the terms and condition, 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.

21.3 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 20 shall not be opened.

21.4 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.

22. PROCESS TO BE CONFIDENTIAL

23.1 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

23. CLARIFICATION OF BIDS

23.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing.

24. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

24.1 Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:

- a. meets the eligibility criteria defined in Clause 3;
- b. has been properly signed;
- c. is accompanied by the required securities; and
- d. is substantially responsive to the requirements of the Bidding documents.

24.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents without material deviation or reservation. A material deviation or reservation is one :

- a. which affects in any substantial way the scope, quality, or performance of the works;
- b. which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or
- c. whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

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

25. CORRECTION OF ERRORS

25.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetical errors. Errors will be corrected by the Employer as follows :

- a. where there is a discrepancy between the amounts in figures and in words, the amounts in words will govern; and
- b. where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- c. discrepancy in totaling or 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 alongwith 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.

25.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, shall be considered as binding upon the Bidder.

26. EVALUATION AND COMPARISON OF BIDS

26.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 24.

26.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows :

- a. making any correction for errors pursuant to Clause 25.
- b. making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Clause 20.

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

26.4 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the methods and schedule proposed.

27. AWARD CRITERIA

27.1 Subject to Clause 28, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be:

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

28. EMPLOYER'S RIGHT TO ACCEPT ANY BID, NEGOTIATE AND TO REJECT ANY OR ALL BIDS

28.1 Notwithstanding Clause 27, 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.

29. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

29.1 The Bidder, whose Bid has been accepted, will be notified of the award by the Employer prior to expiration of the Bid validity period by 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").

29.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a Performance Security/Security Deposit in accordance with Clause 30.

29.3 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.

29.4 Upon the furnishing by the successful Bidder of the Performance Security/Security Deposit, the Employer will promptly notify the other Bidder that their Bids have been unsuccessful and refund the Bid Security/Earnest Money Deposit.

30. PERFORMANCE SECURITY/SECURITY DEPOSIT

- 30.1 Security Deposit shall consist of two parts;
- a) Performance Security to be submitted at award of work and
 - b) Retention Money to be recovered from running bills.

The security deposit shall bear no interest.

30.2 Performance Security should be 5% of contract amount and should be submitted within 28 days of receipt of LOA by the successful bidders in any of the form given below

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

The bid security deposited in the form of Bank Guarantee shall be duly discharged and returned to the contractor. The bid security deposited in the form of Demand draft shall be adjusted against the security deposit.

If performance security is provided by the successful 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.

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

30.4 5% Performance Security should be refunded within 14 days of the issue of defect liability certificate (taking over certificate with a list of defects). Retention Money should be refunded after issue of No Defect Certificate.

31. EMPLOYMENT OF LOCAL LABOUR

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

32. LEGAL JURISDICTION

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

FORMS OF BID AND QUALIFICATION INFORMATION
(To be filled in by the bidder)

PART-I
CONTRACTOR'S BID

Sub : BID for the Work _____

To :

Dear Sir,

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

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

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

Yours faithfully,

Authorized Signature : _____
Name and Title of the Signatory : _____
Name of the Bidder : _____ (the Contractor)
Address : _____
Date : _____
(To be filled in by the Bidder)

Enclo :

- i) EMD of Rs. _____ vide _____ dt.
ii)
iii)
iv)

FORMS OF BID AND QUALIFICATION INFORMATION

QUALIFICATION INFORMATION

(In sealed cover)

(The information to be submitted by the Bidders)

1. Bidders' Details

1.1 Constitution or Legal status of Bidder (attach copy)

Place of registration : _____

Principal place of business : _____

Power of Attorney of signatory Bid : (attach)

1.2 Details of the turnover :

Annual Turnover Data (Transportation only)		
Year	Turnover in Rs.	Remarks
1		

1.3 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 :

i) Following are the minimum qualification requirements for joint ventures:

a) The lead partner shall meet not less than 40% of all the qualifying criteria stated in the bid document.

b) The other partners shall meet not less than 30% of all the qualifying criteria stated in the bid document.

ii) The formation of joint venture or change in the joint venture character/ partners after submission of the bid and any change in the bidding regarding joint venture will not be permitted.

iii) Any bid shall be signed so as to legally bind all partners jointly and severally and any bid shall be submitted with a copy of the Joint Venture Agreement (JV Agreement) providing the joint and several liabilities with respect to the contract.

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

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

FORMS OF BID AND QUALIFICATION INFORMATION

- 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.

1.4 Details of experience for similar nature and complexity of work in last 7 (seven) years
Use a separate for each contract.

1.	Number of contract :
	Name of contract :
2.	Name of the employer :
3.	Employers address :
4.	Nature of work and special features if any :
5.	Contractor's role (check one) 1. Sole contractor 3. Partner in Joint venture
6.	Value of the total contract
7.	Date of award :
8.	Date of completion
9.	Specified requirements of work in transportation : a) Coal : b) Sand : c)OB/Matti/Middlings/Washery rejects etc.

1.5 Financial reports of the last five years : balance sheets, profit and loss statement, auditors' report etc. (copies to be submitted and the following format to be filled up)

Financial information in Rs.	Actual : Previous five years					Projected : Next two years	
	1	2	3	4	5	6	7
1. Total assets							
2. Current assets							
3. Total liabilities							
4. Current liabilities							
5. Profits before tax							
6. Profits after tax							

1.6 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.	

FORMS OF BID AND QUALIFICATION INFORMATION

1.7 Details of the bankers

Banker	Name of the banker		
	Address of the banker		
	Telephone		Contact name and title
	Fax		Telex

1.8 Information about current litigation in which bidder is involved :

Year	Award FOR or AGAINST applicant	Name of the client, Clause of Litigation and Matter of dispute	Disputed amount in Rs.

1.9 Details of trucks/tipping trucks/pay loaders/Excavator and other equipment to be used for the work :

a. Owned by the tenderer

Sl. No.	Equipment type and capacity	Registration No.(copy of registration certificate to be enclosed	Make and model	Minimum number
1				

b. Owned by the others to be hired by the tenderers for this work (copy of hiring agreement is to be enclosed)

Sl. No.	Equipment type and capacity	Registration No.(copy of registration certificate to be enclosed	Make and model	Minimum number
1				

1.10 Details of additional transportation/loading equipment already ordered to be purchased new for the project, indicating delivery times required in the form given below :

Sl. No.	Equipment to be purchased (new) - type and capacity	Make and model	Delivery period	Number
1				

FORMS OF BID AND QUALIFICATION INFORMATION

2.0 Permanent Income Tax Account No. (PAN)

3.0 DETAILS OF EARNEST MONEY/PERFORMANCE SECURITY

Details of Certified cheques /Draft / B.G.:

Amount (Rs.) :

4.0 OTHER 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

5.0 Acceptance by the Tenderer of conditions of contract as per Tender Documents (attach signed copies of the bid document issued to them alongwith the tender as proof of acceptance)

Signature of the Tenderer

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

Annexure A.
(Ref. Clause- 3.2 of ITB)

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

CONDITIONS OF CONTRACT

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 or his 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 Bidder/Bidders who has/have deposited the necessary Earnest Money and has/have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or company, as the case may be.
- iv. "The Site" shall mean the site of the contract work including land and any building and erections thereon and any other land allotted by the company for contractor's use.
- v. '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.
- vi. A 'Day' shall mean a day of 24 hours from midnight to midnight.
- vii. 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.
- viii. The 'contract' shall mean the notice inviting tender, the tender as accepted by the company and the formal agreement executed between the company and the contractor together with the documents referred to therein including general terms and conditions, special conditions, if any, schedule of quantities with rates and amounts, Schedule of work.
- ix. 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.
- x. '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.
- xi. 'Contract price' shall mean
- xii. (a) in the case of lump sum contracts the total sum for which tender is accepted by the company.
(b) in the case of other types of contracts the total sum arrived at based on the individual rates quoted by the tenderer for the various items shown in the 'Bill of quantities' of the tender documents as accepted by the company with or without any alteration as the case may be.
- xiii. 'Written notice' shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to

CONDITIONS OF CONTRACT

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) Articles of Agreement,
- (ii) Notice Inviting Tender,
- (iii) Letter of Acceptance of Tender indicating deviations, if any, from the conditions of contract incorporated in the 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 Agreement,
- (v) Scope of works/Bills of quantities and
- (vi) Finalized work programme.

2.1 After acceptance of tender and on execution of contract/issue of work order to proceed with the work, as the case may be, the contractor shall be furnished, free of charge, two copies of contract documents. (certified true copies), excepting those drawings to be supplied during the progress of work. The contractor shall keep copy of these documents on the site/place of work in proper manner so that these are available for inspection at all reasonable times by the Engineer-in-charge, his representatives or any other officials authorized by the company for the purpose.

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

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 tender/tenders submitted, resulting from :

- a. discrepancy between description in words and figures the rate which corresponds to the words quoted by the contractor shall be taken as correct.
- b. discrepancy in the amount quoted by the contractor due to calculation mistake of the unit rate and quantity, the unit rate shall be regarded as firm and amount corrected.
- c. discrepancy in totaling or carry forwards in the amount quoted by the contractor shall be corrected.

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

4. SECURITY DEPOSIT :

4.1. Security Deposit shall consist of two parts;

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

The security deposit shall bear no interest.

CONDITIONS OF CONTRACT

4.2 Performance Security should be 5% of contract amount and should be submitted within 28 days of receipt of LOA by the successful bidders in any of the form given below :

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

The bid security deposited in the form of Bank Guarantee shall be duly discharged and returned to the contractor. The bid security deposited in the form of Demand draft shall be adjusted against the security deposit.

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

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

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

4.5 5% Performance Security should be refunded within 14 days of the issue of defect liability certificate (taking over certificate with a list of defects). Retention Money should be refunded after issue of No Defect Certificate.

4.6 Refund of security deposit - The refund of security deposit shall be subject to company's right to deduct/appropriate its dues against the contractor under this contract or under any other contract. On completion of the entire work and certified as such by the Engineer-in-charge, one half of the security deposit (Performance Security) remaining with the company shall be refunded. However, for contracts of more than 1(one) year period, the 2nd part of 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.

The other half (Retention Money) shall be refunded to the contractor on the expiry of six months from the date of completion as certified by the Engineer-in-Charge, subject to the conditions that any defect/defects in the work, if detected after issue of completion certificate is/are rectified to the satisfaction of the Engineer-in-charge within the said period of six months or on completion of the rectification work as required.

5. DEVIATIONS/VARIATIONS IN QUANTITIES :

Extent and Pricing: The quantities given in the 'Schedule of Quantities' are provisional and are meant to indicate the extent of the work and to provide a uniform basis for tendering and any variation either by addition or omission shall not vitiate the contract.

5.1 The company through its Engineer-in-charge or his representative shall, without radically changing the original scope and nature of the contracted work, have power to make any alterations in or additions to or substitution of the original and instructions that may appear to be necessary or advisable during the progress of the work. The contractor shall be bound to carry out the works in accordance with the instructions given to him in writing by Engineer-in-charge or his representative on behalf of the company.

CONDITIONS OF CONTRACT

Such altered or additional work, which shall form part of the original contract, shall be carried out by the contractor on the same conditions in all respects on which they agree to do the main works and at the same rate/rates as are specified in the contract.

5.2 If the additional or altered work includes any class of work for which no rate/rates is/are specified in the contract, rates for such items shall be determined by the Engineer-in-charge as follows:

- a. the rate shall be derived from the rate/rates for similar or near similar class of work as is/are specified in the contract/tender, failing which
- b. the rates shall be derived from the company's prescribed schedule of rates based on which the estimate for tendering has been prepared plus or minus the percentage by which the tendered amount for the whole work quoted by the contractor is above or below the estimated amount as per the tender documents, failing which
- c. the rate shall be derived from contractor's rate claimed for such class of work supported by analysis of the rate/rates claimed by the contractor. The rate to be determined by the Engineer-in-charge as may be considered reasonable taking into account percentage of profit and overhead not exceeding ten percent or on the basis of market rates, if any, prevailing at the time when work was done.

In the case of composite tenders, where two or more schedule of quantities for similar item description may form part of the contract, the applicable rate shall be taken from the schedule of quantities of that particular part in which the deviation is involved, failing that at the lowest applicable rate for the similar item of work in the other schedule of quantities.

However, the Engineer-in-charge shall be at liberty to cancel the instruction by notice in writing and to arrange to carry out the work in such manner as he /she considers advisable under the circumstances. The contractor shall under no circumstances suspend the work on the plea of non-settlement of rates.

5.3 Alterations in the quantities shall not be considered as a change in the conditions of the contract nor invalidate any of the provision thereof provided that a supplementary work order or agreement for the item/items involved will be necessary when the alterations involved one or more of the followings:

- i) An increase of more than 10% of the total cost of the work calculated from the original tendered quantities and the contract price.
- ii) More than 10% deviation from original awarded value should require approval of next higher authority but total amount should be within the delegated power of the next higher authority.

5.4 The time for completion of the originally contracted work shall be extended by the company in the proportion that the additional work (in value) bears to the original contracted work (in value) as may be assessed and certified by the Engineer-in-charge.

5.5 The company through its Engineer-in-charge or his representative, on behalf of the company, shall have power to omit any part of the work for any reason and the contractor shall be bound to carry out the work in accordance with the instruction given by the Engineer-in-charge. No claim for extra charges/damages shall be made by the contractor on these grounds.

5.6 In the event of any deviation being ordered which in the opinion of the contractor changes radically the original scope and nature of the contract, the contractor shall under no circumstances suspend the work, either original or altered or substituted, and the dispute/disagreement as to the nature of deviation or the rate/rates to be paid thereof shall be resolved separately with the company.

CONDITIONS OF CONTRACT

6. TIME FOR COMPLETION OF CONTRACT - EXTENSION THEREOF, DEFAULTS & COMPENSATION FOR DELAY:

Immediately after the contract is concluded the Engineer-in-charge and the contractor shall agree upon time and progress chart prepared on the basis of a transportation schedule to be submitted by the contractor showing the order in which the work is proposed to be carried out within the time specified in the contract documents. For the purpose of this time and progress chart, the work shall be deemed to have commenced on the expiry of 10 (ten) days from the issue of letter of acceptance/work order or handing over the site of work.

6.1 If the contractor, without reasonable cause of valid reason, commits default in commencing the execution of the work within the aforesaid date, the company shall, without prejudice to any other right or remedy, be at liberty, by giving 15 days notice in writing to the contractor to commence the work, failing which to forfeit the Earnest Money deposited by him.

6.2 In the event of the contractor's failure to comply with the required progress in terms of the agreed time and progress chart or to complete the work and clear the site on or before the date of completion of contract or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the company on account of such breach, shall become liable to pay for penalty as under :

- a) If the average daily progress of work during the calendar months is less than the stipulated rate indicated in the detailed tender notice, penalty as detailed below will be levied.
 - i) If the average daily progress of work executed during the calendar month is more than 80% and less than 100% of stipulated rate of progress, penalty equal to 10% of the contract value of the short fall in work shall be levied.
 - ii) If the average daily progress of work executed during the calendar month is less than 80% of stipulated rate, penalty equal to 20% of contract value of the short fall in work shall be levied.
 - iii) The aggregate of the penalties so levied shall not exceed 10% of the total contract value.

Penalties will be calculated every month and withheld. The contractor shall be allowed to makeup the shortfall in the succeeding month within the stipulated time of completion.

6.3 The company may waive the payment of compensation, depending upon merit of the case, on request received from the contractor if the entire work is completed within the date as specified in the contract or as validly extended without stipulating any penalty.

6.4 Extension of date of completion - on happening of any events causing delay as stated here under, the contractor shall intimate immediately in writing the Engineer-in-charge :

- a. abnormally bad weather
- b. serious loss or damage by fire
- 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 beyond the control of the contractor.

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

The contractor may request the company in writing for extension of time within 14 days of happening of such event causing delay stating also, if practicable, the period for which extension is desired. The company may, considering the eligibility of the request, give a fair and reasonable extension of time for completion of the work. Such extension 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.

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CONDITIONS OF CONTRACT

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

6.5 Provisional extension of time may also be granted by the Engineer in Charge during the course of execution, on written request for extension of time within 15 (fifteen) days of happening of such events as stated above, reserving the company's right to impose/ waive penalty at the time of granting final extension of time as per contract agreement.

6.6 When the period fixed for the completion of the contract is about to expire, the question of extension of the contract may be considered at the instance of the Contractor or the Company or the both. The extension will have to be by party's agreement, expressed or implied.

In case the Contractor does not apply for grant of extension of time within 15 (fifteen) days of hindrance occurring in execution of the work and the Company wants to continue with the work beyond the stipulated date of completion for reason of the work having been hindered, the Engineer-in-charge at his sole discretion can grant provisional extension of time even in the absence of application from the Contractor. Such extension of time granted by the Engineer-in-charge is valid provided the Contractor accepts the same either expressly or implied by his actions before and subsequent to the date of completion. Such extension of time shall be without prejudice to Company's right to levy compensation under the relevant clause of contract.

6.7 (a) The successful bidder/ contractor will advise, in the event of his having resort to this clause by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the clause of delay, within fifteen days of the occurrence and cessation of such Force Major condition. In the event of delay lasting over one month, if arising out of Force Major, the contract may be terminated at the discretion of the company.

(b) For delays arising out of Force Major, the bidder/ contractor will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Major and neither company nor the bidder shall be liable to pay extra costs (like increase in rates, remobilization advance, idle charges for labour and machinery etc.) Provided it is mutually established that the Force Major conditions did actually exist.

(c) If any of the Force Major conditions exists 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 whether they have been taken into consideration in their quotations.

7. QUALITY ASSURANCE :

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 there from, along with clarifications/explanations thereof, if necessary.

8. MEASUREMENT AND PAYMENT :

Except where any general or detailed description of the work in quantities provides otherwise, measurements of work done shall be taken in accordance with the relevant standard method of measurement as applicable to the schedule of quantities/schedule of work /specification to the contract. In the case of items not covered by any of the aforesaid contract documents, measurement shall be taken in accordance with the relevant standard method of measurement issued by the Indian Standard Institution.

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8.1 All items of work carried out by the contractor in accordance with the provisions of the contract having a financial value shall be entered in the Measurement Book/Log Book, etc. as prescribed by the company so that a complete record is obtained of all work performed under the contract and the value of the work carried out can be ascertained and determined there from.

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

8.3 Before taking measurements of any work, the Engineer-in-charge or the person deputed by him for the purpose shall intimate the contractor to attend or to send his representative to attend the measurement. Every measurement thus taken shall be signed and dated by both the parties on the site on completion of the measurement. If the contractor objects to any of measurements, a note to that effect shall be made in the Measurement Book /Log Book and signed and dated by both the parties.

8.4 In the event of failure on the part of contractor to attend or to send his authorised representative to attend the measurement after receiving the intimation, or to countersign or to record objection within a week from the date of the measurement, the measurement taken by the

Engineer-in-charge or by his authorised representative shall be taken to be the correct measurement of the work done.

8.5 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.

8.6 Payment on account shall be made on the Engineer-in-charge certifying the sum to which the contractor is considered entitled by way of interim payment for the work executed as covered by the bill/bills after deducting the amount already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the contract.

8.7 Any certificate given by the Engineer-in-charge for the purpose of payment of interim bill/bills shall not of itself be conclusive evidence that any work/materials to which it relates is/are in accordance with the contract and may be modified or corrected by the Engineer-in-charge by any subsequent certificate or by the final certificate.

8.8 The company reserve the right to recover/enforce recovery of any overpayments detected after payment as a result of post-payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed claims, if any, of the contractor exceeds the amount of such overpayment and irrespective of the facts whether such disputed claims of the contractor are the subject matter of arbitration or not. The amount of such overpayments may be recovered from the subsequent bills under the contract, failing that from contractor's claim under any other contract with the company or from the contractor's security deposit or the contractor shall pay the amount of overpayment on demand.

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

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

CONDITIONS OF CONTRACT

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 favor 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.

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 reorganization, 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: 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).

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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 transportation 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.

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 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.

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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 familiarize 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. Building for the sanitary necessities of all persons employed on the work shall be constructed and maintained in the number, manner and place approved or ordered by the Engineer-in-charge. The contractor shall vigorously prohibit committing of nuisance at any other place. Cost of all works under these items shall be covered by the contractor's/contractors' tendered rates.

vi. The contractor/contractors shall furnish to the Engineer-in-charge or his authorized representative with work reports from time to time regarding the contractor/contractors organization and the progress made by him/them in the execution of the work as per the contract agreement.

vii All taxes, levies, cess, royalties, whether local, municipal, provincial or central pertaining to the contract are payable during the entire periods of contract, shall be to the contractor/ contractors account and shall be deemed to have been included in the contracted rate for the work to be executed by the contractor. The Company shall not be liable for any taxes or levies etc. whatsoever in connection with this contract.

viii 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.

ix. The contractor/contractors shall make his/their own arrangement for all materials, tools, staff and laborer 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.

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

xi. The contractor/contractors shall not pay less than the minimum wages to the laborers 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.

xii. 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 laborer considered necessary and the company may arrange for witnessing the payment to the laborer by its representatives.

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xiii. **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 :

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.

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.

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.

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 redresal of the dispute may be sought in the Court of Law.

14. DEFECTS LIABILITY PERIOD :

In addition to the defects/s to be rectified by the contractor as per terms of the contract, the contractor shall be responsible to make good and remedy at his own expense the defect/s mentioned hereinafter within such period as may be stipulated by the Engineer-in-charge in writing. The defect liability period shall be deemed to have been extended till the rectification of the defects by the contractor to the satisfaction of the Engineer-in-charge.

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SPECIALTERMS & CONDITIONS FOR TRANSPORT CONTRACT

1.00 The contractor, before starting the work, shall furnish to the General Manager/ Project Officer the list of trucks/tipping trucks/ Excavator/ Pay loader equipments, proposed to be deployed for the work, with the related papers of registration, fitness certificate, permits, licenses, Insurance, driving licenses etc. for inspection. No tipping trucks/ trucks/ Excavator/ pay loaders/ equipments shall be deployed for the work without the approval of the Project Officer/ General Manager.

2.00 The tippers/ trucks/ Excavator/pay loaders/ equipments, deployed in any other project of the company or any project of any subsidiary of Coal India Limited, shall not be diverted for the work without the approval of the company. Similarly, the tipping trucks/trucks/ Excavator/payload's/ equipments deployed for the work shall not be diverted to any other project without the approval of the General Manager.

3.01 The contractor shall deploy adequate number of tipping trucks/ equipments for the satisfactory execution of the work.

3.02 Only tipping trucks with mechanical unloading arrangements shall be deployed by the contractor and in no case "Dala" trucks shall be deployed or permitted to be deployed for the work of coal transportation.

3.03 Only tipping trucks in good and safe 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/ equipments deployed by the contractor for the work at any time and declare any vehicle/ equipment unsafe and ask for its immediate withdrawal from the site/ operation. The contractor shall ensure prompt/ immediate compliance of the same.

3.04 The contractor shall at his own cost, arrange for regular checking/ maintenance/ repair of the tipping trucks/ equipment 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.

3.05 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 tipping trucks/trucks/ pay loaders/equipments deployed for the work.

In no case any un-authorized driving of the tipping trucks or operation of Excavator/ equipments shall be permitted by the contractor.

3.06 The tare-weight, gross weight, maximum carrying capacity of the truck and the dimensions of the body of the truck shall be clearly indicated on the body of each tipping trucks deployed for the work and maintained in good legible condition, at all times.

3.07 No addition or alteration to the size of the body or any such truck shall be carried out, without prior approval of the Project Officer/ General Manager.

The trucks shall be loaded only up to the maximum carrying capacity and shall not be overloaded under any circumstances.

3.08 The re-allocation / re-appropriation of the awarded quantity in different routes may be done by the competent authority of the company within the stipulated contract period and contract value.

4.00 No manual workers shall be engaged by the contractor for loading/ unloading of the trucks or loading of wagons, under any circumstances whatsoever.

5.0 The contractor shall bring/ take back and arrange for the transportation of the trucks/ equipments/ men and materials required for the work at his own cost.

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6.00 Contractor's trucks should ply only on specified routes/ roads. In case, plying of the trucks on any other route/ road become necessary, due to any reason, prior approval for the same shall be taken by the contractor from the Project Officer/ General Manager. In case of violation of this provision penalty may be imposed on the contractor and/ or the contract terminated.

7.00 The work shall be executed round the clock on all the days of week as directed by the Project Officer/ General Manager and the contractor shall be obliged to comply with the same.

8.00 The contractor shall not have any claim whatsoever for the idleness of his tipping trucks/ trucks/ pay loaders/ equipments/ employees for want of coal or non-availability of departmental pay loader, or lack of space available at the unloading site or any dislocation en-route and/ or for any other reason.

9.01 The contractor shall at his own cost arrange for all materials, stores, spares, tools, tackles etc. and maintenance/ repairs of the tipping trucks/ pay loaders/ equipments required/ deployed for the work. The company shall have no liability whatsoever on this account.

9.02 In emergent situations and provided the contractor makes an application in this regard, POL, if available with the company, may at the sole discretion of the company, be issued to him with the approval of the General Manager but value of the same along with the handling/ departmental charges as per the then prevailing rules of the company shall be charged from him or recovered from his bills/ security deposit.

10.00 The contractor shall maintain proper records in English/ Hindi of the trucks/ equipments/ persons, etc. deployed for the work, work done, daily attendance of the employees, payment to the employees etc. and the Company shall have the right of access to and inspection of these records or to call for any or all these records or ask the contractor to submit such reports as it considers necessary and the contractor shall be bound to comply with such instructions.

11.00 The Company shall have no responsibility/ liability whatsoever for any accident/ damage to the contractor's vehicle/ equipments in transit or while engaged in the work.

12.00 The contractor shall familiarize himself and fully comply with the provisions of all the Acts/ Rules/ Regulations/ Bye-laws and orders of the Local authority/ Municipality/State Govt./Central Govt. applicable to the worker. Mines Act, Payment of Wages Act, Motor Vehicle Act, Workmen's Compensation Act, etc. and shall be fully responsible and liable for due observance of the same. The company shall have no responsibility/ liability whatsoever on these accounts, and the contractor shall fully indemnify the Company against any claim/ dispute/ reference Award, etc. arising out of the same.

13.00 If the Company suffers any loss on account of suspension of production or idleness of its equipments/ employees or on any other account or damage to its property, due to any failure on the part of the contractor or due to any act of omissions or commission on the part of his representative/ employees or from the trucks/ equipments of the contractor, the value of the same as assessed by the Company, shall be recovered from the contractor's bill/ security deposit. The decision of the company in this regard shall be final and binding on the contractor.

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14.01 Where wagons are being weighed at the loading end, payment for coal/ middlings transported to the siding/ CHP (where wagons are being loaded), loading of the tipping trucks by the Contractor's pay loader (s), picking, breaking and wagon loading by Contractor's pay loader (s), shall be made on the basis of the RR weight of coal/middlings dispatched, duly re-conciled with the measured opening and closing stocks at the siding/ CHP every month and after effecting deductions of penalties/ recoveries as per terms & conditions of this contract.

14.02 (i) Where wagons are not being weighed at the loading end, payment for the items of work stated in 14.01 above shall be made on the basis of the actual weight of coal received by the Power Houses/ consignees as per the weighment of the wagons at their end, duly reconciled with measured opening and closing stocks at the siding/ CHP every month.

(ii) If in the case of wagons not being weighed at the loading end, the payment is made by any consignee on the basis of RR weight, the contractor (s) shall be paid accordingly.

(iii) In the case of wagons not being weighed at the loading end, 90% payment for items of work stated in 14.01 above, shall be made provisionally on the basis of RR weights. Balance payment shall be made after reconciliation, as explained in (i) above and effecting deduction of penalties/ recoveries as per terms & conditions of this contract.

14.03 In the case of coal transportation from face to stock if the trucks/tipping trucks are not being weighed, payment shall be made on volumetric measurement of the coal transported, converted to weight, taking 40 cft as one tone, (irrespective of the fact that any other conversion factor is adopted by the Company for any other purpose), duly reconciled with the measured opening and closing stocks for the month and off-take from stock to the siding/ CHP as per 14.01/14.02 above and payment shall be made to the contractor (s) accordingly.

14.04 In case two or more contractors are engaged for the transportation work, the re-conciled total quantity for the month arrived at in 14.01/14.02 & 14.03 above shall be distributed between the transporting contractors, in proportion of the number of trips performed by each, during the month or in any other manner which the General Manager considers more appropriate.

14.05 In case there is mixed contractual and departmental transportation to stock/CHP/Siding, the quantity transported departmentally shall be separated to arrive at the quantity transported contractually for 14.01/14.02 & 14.03 above.

15.00 In case two or more contractors are engaged on picking/ breaking and wagon loading, the distribution of the reconciled quantity for the month, arrived at in clause 14.01, 14.02 & 14.03 above.

16.00 In case of transportation of coal to the Washery, payment shall be made on the basis of the actual quantity received at the Washery, as per weighment of the trucks at the washery end, subject to such verification as the General Manager may consider necessary and appropriate.

In case the washery weighbridge goes out of order, the Project Officer shall make alternative arrangement for weighment of the trucks or the weight at the loading end shall be taken as the weight of coal received at the washery, subject to such checking/ verification as the Project Officer/ General Manager may deem necessary.

17.00 In case the weighbridge of the loading end goes out of order or is not available, the Project Officer/General Manager shall make alternative arrangement for weighment of the trucks or such arrangement (s) as he considers necessary to ensure that all coal loaded at the loading end reaches the destination.

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CONDITIONS OF CONTRACT

18.00 In case the trucks are being weighed both at the loading end as well as unloading end, the figures of weighment at both the ends shall be reconciled every month in respect of each contractor and if there is any shortage of coal received at the unloading end, the value of coal found short, will be deducted at double the then prevailing rate including all royalty, cess, from the security deposit of the transporting contractor (s) concerned or otherwise, specifically mentioned in work order/agreement.

19.00 No payment shall be made to the coal transporting contractor for stone/ shale/ bands/ extraneous materials segregated at the siding/ coal handling plant/ stock/ washeries in the process of dispatching coal to consumers.

20.00 If the work of transportation/ removal of picked out band/ shale/ stone/ extraneous materials/ overburden/ washery rejects is contracted out payment for the same shall be made on the basis of volumetric measurement of trucks, duly verified against the volumetric measurement of such materials at the site of unloading where weighment of such materials is not possible.

21.00 In case two or more contractors are engaged for loading of wagons at any siding, the allocation of wagons to be loaded by each of them will be decided by the Project Officer/ General Manager, which will be final and binding on each contractor.

22.00 Wagons supplied at the siding shall be loaded by the wagon contractor (s) within the free loading time given by the Railways, which may vary from time to time.

23.01 (i) If the demurrage of wagons occur due to less availability of coal at the siding because of less transportation of coal, the contractor transporting coal shall be held responsible and liable for the same and the demurrage charges incurred shall be recovered from him.

(ii) If the demurrage is due to failure on the part of two or more coal transporting contractors the demurrage charges shall be apportioned by the General Manager/ Project Officer, amongst the concerned contractors as he considers appropriate and his decision in the matter shall be final and binding on each of these contractors.

23.02 (i) If the demurrage occurs due to failure on the part of wagon loading contractor the demurrage charges incurred shall be recovered from the wagon loading contractor.

(ii) In case there are two or more contractors for wagon loading, the contractor who has not completed the loading of all the wagons allotted to him, within the free loading time, shall be held responsible and liable for the demurrage and demurrage charges for the full rake shall be recovered from him.

(iii) In case demurrage of any rake occurs due to failure on the part of two or more wagon loading contractors, demurrage charges for the rake shall be recovered in proportion of the number of wagons allotted to each of them for loading.

23.03 (i) If the demurrage of wagons occurs due to failure on the part of the picking and breaking contractor, for not making available adequate quantity of clean and sized coal free from stone/ shale/ extraneous materials, he shall be liable for the demurrage charges incurred and the same shall be recovered from him.

(ii) In case the demurrage occurs due to failure of two or more picking/ breaking contractors, the demurrage charges shall be apportioned in the manner as considered appropriate by the Project Officer/ General Manager and his decision shall be final and binding on each of the concerned contractors.

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24.01 The wagon loading contractor (s) shall be also responsible for cleaning of the siding tracks/ between the line and on both sides of the same, leveling of coal loaded into the wagons and lime washing on the top of the same, in respect of the wagons allotted to him/ each of them.

In case any rake is put on demurrage/ any penalty is imposed on the company for failure on the accounts, the same shall be recovered from the contractor/s concerned.

24.02 In case any derailment of wagons occurs due to non-cleaning of the tracks by the wagon loading contractor (s) the charges/ penalties for the same levied by the Railways as also the demurrage charges for the same shall be recovered from the defaulting contractor (s).

24.03 All such charges/ penalties shall be apportioned between the defaulting contractors, as the General Manager thinks fit and reasonable and his decision in all the above cases shall be final and binding on the contractors concerned.

25.00 In order to ensure proper loading of wagon, the loading contractor shall ensure loading up to proper level keeping in view the stipulated carrying of the wagons and the loading will be done as per directions of Colliery/ Project/ Area officials responsible for the supervision of the loading of wagons at siding.

26.00 The wagon-loading contractor shall load clean coal free from stone/ shale/ bands/ extraneous materials and of stipulated size.

27.00 The daily rate of transportation shall be about the yearly quantity divided by the number of working days in the year \pm 30% but the contractor may be called upon to transport still more/still less quantity and no claim whatsoever shall lie against company on account of such variations. The contractor/s shall make necessary arrangements and ensure transportation of coal, etc. on daily basis, as advised by the General Manager/ Project Officer.

28.00 In case a contractor fails to deploy adequate number of payloaders, the company may, without any reference to the contractor, deploy its own payloader/s and or make alternative arrangements for loading of the wagons/trucks for which double the wagon/ truck loading charges payable to the contract/s, for the quantity loaded by the Company's Payloader/s of extra expenditure incurred by the Company on alternative arrangement made shall be recovered from the contractor.

29.01 The Contractor shall post adequate number of competent, experienced, skilled and disciplined persons having good antecedents for satisfactory execution of the work. A list of all such persons shall be kept in the office of the contractor and a copy of the same shall be furnished to the General Manager/Project Officer as and when required. All these persons shall be in the direct employment and under direct administrative control of the contractor and the management shall have no responsibility/ liability whatsoever in this regard.

29.02 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.

30.00 The contractor shall not engage any person of less than 18 years of age or females during night hours as required by relevant law.

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31.01 The contractor shall pay to his employees salary and wages as per Law of the Land applicable to the workmen of the colliery/ washery where he is working under this contract.

31.02 The contractor shall make payment to his employees at the place (s) specified by the General Manager/Project Officer and in the presence of Company's representative authorized by General Manager/Project Officer who shall duly witness all payments by the contractor to his employees. For this purpose the contractor shall notify to the General Manager/ Project Officer the wage period (s) day/ date and time of payment.

31.03 The contractor shall prepare the wages sheet for his employees in duplicate, a copy of which shall be regularly submitted to the Project Officer.

32.01 The contractor shall make timely payment of all salary/ wages/ dues to his employees and shall also provide all benefits to his employees as per various Acts/Rules, Regulations, Orders applicable to the work e.g. bonus under Coal Mines Bonus Scheme and Payment of Bonus Act. Sunday Wages, Overtime, Holiday Wages, Leave Wages, Sick Leave etc.

32.02 The contractor shall also comply with the provisions of the Coal Mines Provident Fund Scheme and regularly deposit the contributions in accordance with the same. The Company shall have no liability whatsoever in this regard.

33.00 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.

34.00 The contractor shall arrange for the training of his employees in accordance with the Mines Vocational Training Rules, 1966 as amended from time to time, at his own cost.

35.00 In case any accident occurs or any injury is caused to any employee of the Company by the vehicles/equipments of the contractors or by any act of omission/ commission on the part of the contractor's representative/ employees, the compensation for the same, as provided in law or as assessed by the company shall be recovered from the contractor along with the costs and expenses incurred by the company on the same.

36.00 The contractor shall provide foot-wears, helmets and other protective equipments, to his employees as provided in the law, at his own cost. In case of failure on the part of the contractor to provide these Protective equipments, the company may provide the same to the employees at the cost of the contractor.

37.0 **PAYMENT OF PRICE VARIATION:** If the prices of Diesel increases or decreases, the contractor shall be compensated for such increase or recoveries shall be made from the dues of the contractor for such decrease as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for variation in prices shall be available only for the work done during the stipulated period of the contract including such period for which the contract is validly extended under the provisions of the contract without any penal action. If the contract is to be extended beyond the stipulated period for completion of the work due to fault on the part of the contractor, escalation on prices should not be allowed further if not provided otherwise in the accepted contract.

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Where the contract period is upto 6 months, no compensation for price variation will be paid. Where the contract period is more than 6 months, compensation for price variation in the price of diesel only will be paid/ recovered as per escalation formula provided in the Special Terms & Conditions. Such compensation for variation in the prices when due shall be worked out based on the following provisions:

37.01 Where the contract period is more than 6 months, compensation for price variation will be paid/ recovered.

37.02 The base date for working out such price variation shall be the last date on which tenders(price bids or revised price bids) were stipulated to be received.

37.03 The contractor shall submit certified copy of price of Diesel from retail outlet of IOC/BP etc. nearest to the worksite, as the case may be.

37.04 Applicability of price variation (Summarized Position):

Item of Work	Contract Period : Less than 6 months	Contract Period More than 6 months.
Transportation (Coal)	NIL	Price variation on diesel
Transportation (Sand)	NIL	-do--
Wagon loading/ Loading of Coal	NIL	-do-
OB removal (Loading & Transportation)	NIL	-do-
OB Rehandling (Loading & Transportation)	NIL	-do-
Drilling in Coal	NIL	-do-
Drilling in OB	NIL	-do-
Truck loading of sand (Mechanised)	NIL	-do-

37.05.1 Price Variation on Diesel

Diesel Price Variation Rate (per Te or per cum) = $D \times 2/d \times R/C$

Where, D = One way distance from colliery to destination in kilometers (minimum).

d = Distance covered per Ltr. of Diesel by the Transport Equipment in K.M.

C = Capacity of tippers (in Te or in cum)

R = Variation in the price of diesel from the base price (in Rs. Per Ltr.).

The following two formulae will be used for transportation of Coal and OB/ Sand.)

For Coal : Diesel Price Variation Rate in Rs. per Te = $D \times R / 15$

For OB/Sand: Diesel Price Variation Rate in Rs. per Cum = $D \times R / 9$

Where, D = One way distance from colliery to destination in kilometers (minimum).

R = Variation in Price or Diesel from the base price (in Rs. per Ltr.)

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37.05.2 PRICE VARIATION ON DIESEL (Wagon Loading Contract) :

$$\text{Diesel Escalation VF} = C \times (FL - FO)$$

Where, VF = Price Variation /Te due to variation in cost of diesel to be paid or recovered
C = Consumption in Liter/Te to be taken as 0.066 Liter/Te
FL = Revised price of diesel
FO = Base price of diesel

37.05.3 Price Variation on Disel for loading of Coal and OB / Sand

Loading of Coal by Pay Loader :

Diesel Price Variation Rate in Rs. per Te. = $0.066 \times \text{Variation in the price of diesel per Ltr. from base price}$

Loading of OB / Coal/Sand by Excavator :

Diesel Price Variation Rate in Rs. per Cum. = $0.25 \times \text{Variation in the price of diesel per Ltr. from base price}$

Loading of Sand by Pay Loader :

Diesel Price Variation Rate in Rs. per cum. = $0.116 \times \text{Variation in the price of diesel per Ltr. from base price}$

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.

**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,

1. 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 Nationalized /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.
4. 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 authorized by the Bank.

Dated ,this ----- day of ----- 200

Signature of the authorized person

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 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 authorized Person.

For and on behalf of the Bank.

Place:

Under Jurisdiction of Dhanbad Court only.



BHARAT COKING COAL LIMITED

(A Subsidiary of Coal India Limited)

KOYLA BHAWAN, DHANBAD.

TENDER DOCUMENT

PART - II

BHARAT COKING COAL LIMITED

(A SUBSIDIARY OF COAL INDIA LIMITED)

Office of General Manager,
Kustore Area, P.O.Jharia, Dhanabad-828111

PART – II:: Contains 1(one) page .

PRICE BID
(In sealed cover)

Job No. ROCP/Kus / Coal Tptn./ 10/ **1**
Tender Notice No.BCCL/KA /AGM/F-17(A)/10/ 146, Dated- 05.03.2010

Name of work : - Loading in to tipper by Excavator at face and Transportation of coal from face to Dump, ROCP, Kustore Area.

Particulars

1. NAME OF TENDERER :
2. ADDRESS OF TENDERER :
3. OWNERSHIP STATUS OF THE TENDERER :
4. NAME OF PERSON/ OFFICIAL
(with designation) authorized to submit price bid
5. AMOUNT OF EARNEST MONEY DEPOSIT : as per NIT
6. DATE OF OPENING OF TENDER :As per Tender Notice

signature of issuing official

CONTD.

BILL OF QUANTITY FOR THE WORK OF Loading in to tipper by Excavator at face and Transportation of coal from face to Dump, ROCP, Kustore Area.

Sl. No.	Particulars	Quantity (in tone)	Rates (in Rs./ tone) quoted both in figure and words	Quoted amount (Rs.)
1.	Loading in to tipper by Excavator at face	320000		
2.	Transportation of Coal from face to Dump	320000		

The quoted offer should be exclusive of **Service Tax** .Notwithstanding the provisions as stipulated at clause 11.vii of General Terms & Condition of the tender document , if Service Tax is legally payable by the tenderer in relation to this contract ,the same shall be Re-imbrsed by BCCL on production of documentary evidence of having made such payment.

SIGNATURE OF TENDERER