



Format for first page of Tender document

भारत कोकिंग कोल लिमिटेड

(कोल इंडिया लिमिटेड का एक अंग)

BHARAT COKING COAL LIMITED

(A Subsidiary of Coal India Limited)

E&M Department, Koyla Nagar,

Dhanbad – 826 005 (Jharkhand) India.

NOTICE INVITING TENDER

<http://www.bccl.gov.in>

Name of Company : BHARAT COKING COAL LIMITED.

Tender Type : Open

Tender Title:

"ELECTRICAL ENERGY AUDIT AND BENCHMARKING OF ELECTRICAL POWER CONSUMPTION OF AKWM COLLIERY OF KATRAS AREA INCLUDING COLONY AND OFFICES"

Tender ref. No.: BCCL/GM(E&M) /F-Tender/2014/7820-45 Dtd: - 14.11.14

Product Category: Consultancy works

Estimated Cost: Rs.2441500/-

E.M.D.: Rs.24415/-

Tender Fee: Rs. 500/-

Hiring of Professional

Aim: agency/firm.

Last Date & Time of Document Collection : 03.12.14 up to 11.00 AM

Date & time for submission: upto 3.00 PM on 05.12.14

Date & Time of opening of Part-I: at 11.00 AM on 08.12.14

Tender Description: "HIRING OF PROFESSIONAL AGENCY/FIRM FOR ELECTRICAL ENERGY AUDIT AND BENCHMARKING OF ELECTRICAL POWER CONSUMPTION OF AKWM COLLIERY OF KATRAS AREA INCLUDING COLONY AND OFFICES"

Pre qualification (If any): Detailed herein tender document

Contact Person Name	Shri Ajay Kumar
Designation	General Manager (E&M) Power , BCCL HQ
Telephone Number with STD code	0326- 2230184
Prequalification (if any)	As per NIT.



BHARAT COKING COAL LIMITED
OFFICE OF THE GENERAL MANAGER (E&M) I/C
KOYLA BHAWAN, KOYLA NAGAR , DHANBAD -826005

(PART – I)

TENDER DOCUMENT

Tender ref. No.: BCCL/GM(E&M) /F-Tender/2014/7820-45 Dtd: - 14.11.14

<u>NAME OF WORK</u> :-	"HIRING OF PROFESSIONAL AGENCY/FIRM FOR BENCHMARKING OF ELECTRICAL POWER CONSUMPTION IN AKWM COLLIERY OF KATRAS AREA INCLUDING COLONY AND OFFICES"
Date and time of closing the tenders:	AT 3.00 PM on ...05.12.14.....
Date and time of opening the tender:	AT 11.00 AM on ...08.12.14.....
Tender Fee	Rs. 500/- (Rupees Five Hundred only.) (NON REFUNDABLE)
Part-I contains	... 34 pages .
Part-II contains	... 1 Page.
Approved for Sale To, (Name & Address)	Shri/M/s. _____ _____ _____
Demand Draft/Cash Receipt No.& Date .	

Note : Bidders are advised to check the websites, prior to submission of their offer for amendment, if any.

GENERAL MANAGER (E&M) Power



BHARAT COKING COAL LIMITED

**OFFICE OF THE GENERAL MANAGER (E&M) I/C
KOYLA BHAWAN, KOYLA NAGAR , DHANBAD -826005**

Tender ref. No.: BCCL/GM(E&M) /F-Tender/2014/7820-45 Dtd: - 14.11.14

Name of the work :- “HIRING OF PROFESSIONAL AGENCY/FIRM FOR ELECTRICAL ENERGY AUDIT AND BENCHMARKING OF ELECTRICAL POWER CONSUMPTION OF AKWM COLLIERY OF KATRAS AREA INCLUDING COLONY AND OFFICES”

INDEX

Sl.no.	DESCRIPTION	PAGE NO.
1.	Format of tender document	01
2.	Title page	02
3.	Index	03
4.	CHECK LIST	04-05
5.	NIT NO.	06-11
6.	DETAILED TENDER NOTICE	12-16
7.	DECLARATION & CERTIFICATE	17
8.	GENERAL TERMS & CONDITIONS	18-27
9.	MEMORANDUM/TENDER DETAILS OF WORKS	27-28
10.	ARTICLES OF AGREEMENT.	28
11.	AFFIDAVIT	29
12.	FORMAT OF PRICE BID	30
13.	INTEGRITY PACT	31-35

Part – I contains ...34... pages.

Part-II (price-Bid) contains 1 page

Prepared by

checked by

Note :-

In Part-I, the tenderer has to enclose Earnest Money Deposit, details of Technical & Commercial conditions and all other documents as asked for in Part-I. **The Sealed covers should be fastened and impressed upon by a seal in such a manner that it would not be possible to open the covers without breaking the seal.**

CHECK LIST OF THE DOCUMENTS TO BE SUBMITTED BY THE TENDERERS ALONG WITH PART-I

1. Firm's registration details and full name and address of the tenderers written on bottom left hand corner of sealed envelope.
2. Power of attorney in case the tender is signed by the authorized representative of the tenderer.
3. Permanent income tax account number.
4. Average annual financial turnover during the last three years ending 31st March of the previous financial year.
5. Copy of Service Tax registration/ Particulars of registration/clearance from appropriate Provident Fund authorities.
6. Every bidder will have to submit a declaration in support of the authenticity of credentials submitted by him along with the Tender in the form of an AFFIDAVIT as per the format provided in the tender document .

7. Experience:

Agency/ Firm should have the experience in its name, as a prime consultant of having successfully completed one similar work in last seven years.

The similar work means the work of "ENERGY AUDIT AND **BENCHMARKING OF ELECTRICAL POWER CONSUMPTION** ." with Coal India Ltd. Or its Subsidiary or any other government organizations, Semi-Govt organizations and institutes, or in Private sector firms during last seven years ending last day of month previous to the one in which the bids are invited

The intending tenderer must submit documentary evidence in support of Experience duly signed by him/them. For substantiating Past Experience, the bidders should submit the work orders, certificate of works already completed and TDS certificates.

8--QUALIFICATION CRITERIA FOR ENERGY AUDIT:

(a) Agency/Firms shall have minimum four BEE(Bureau of Energy Efficiency) certified energy auditor associated with them.Proof for the same shall be submitted

(b) The agency should have conducted energy audit for at least one industrial unit with minimum contract demand of 5000KVA during last seven years during last seven years ending last day of month previous to the one in which the bids are invited **The certificate to this effect shall be submitted.**

(c) Possession of at least three instrument like Power Analyzer(should be able to measure real time energy losses),Thermal Imager, Temperature and Lux measuring instrument and their calibration by a laboratory accredited by the National Accreditation Board for Testing and Calibration Laboratories (mandatory).

9-STATUS OF THE FIRM :

Copy of the following as applicable should be enclosed to indicate status of the firm.

- a. Partnership deed.
- b. Memorandum and Articles of Association.
- c. Affidavit in case of proprietorship firm.

10--DECLARATION: Stating that the firm has not been banned or delisted by any Govt./Quasi Govt. agencies or PSU's. If a bidder has been banned or delisted by any Govt./Quasi Govt. agencies or PSU's this fact may be clearly stated and it may not necessarily be a cause for disqualification. If this is not given the bid will be rejected as non-responsive.

11--Details of Bank Account for payment through Electronic Fund Transfer (EFT). It should include following details:

- a.Name of the Bank and Branch with location.
- b-Account Number.
- c-Nature of Account (Current/Saving).
- d-Style of Account.
- e-MICR Code of the Branch.

f-Confirmation that above branch of the Bank is fully **Computerized** and it has **Internet Banking** facility (in case the bank is not having such facility the tenderer will have to shift their account to some other Bank where **EFT** would be possible for availing EFT facility).

12--Affidavit, as per clause no.15 (a) of the detailed tender notice, on Non judicial stamp paper of Rs.100/-as per format provided.

13--A contact person shall be made available/assigned to respond to any query. Detail of contact person to be given as under;

- i) Name of Person -----
- ii) Designation -----
- iii) Address -----
- iv) Contact No. Mobile No ----- Tele No -----
- v) Fax No -----
- vi) Email Address -----

I/We hereby certify that I/We have gone through the above instructions and submitted all the documents accordingly.

Signature of the Tenderer/s with seal.



भारत कोकिंग कोल लिमिटेड
(कोल इंडिया लिमिटेड का एक अंग)

BHARAT COKING COAL LIMITED

(A Subsidiary of Coal India Limited)

E&M Department, Koyla Nagar,

Dhanbad – 826 005 (Jharkhand) India.

Tender ref. No.: BCCL/GM(E&M) /F-Tender/2014/7820-45 Dtd: - 14.11.14

SEALED TENDERS ARE HEREBY INVITED BY BCCL FROM REPUTED, EXPERIENCED BONAFIDE & ELIGIBLE BIDDERS FOR THE WORK OF “ ELECTRICAL ENERGY AUDIT AND BENCHMARKING OF ELECTRICAL POWER CONSUMPTION OF AKWM COLLIERY OF KATRAS AREA INCLUDING COLONY AND OFFICES”

S.No	Description	EMD	Tender Fee	Period of completion
1.	“HIRING OF PROFESSIONAL AGENCY/FIRM FOR BENCHMARKING OF ELECTRICAL POWER CONSUMPTION IN AKWM COLLIERY OF KATRAS AREA INCLUDING COLONY AND OFFICES”	Rs.24415 /-	Rs.500/	2 Months

BCCL intends appointing professional agency/firm FOR “**BENCHMARKING OF ELECTRICAL POWER CONSUMPTION IN AKWM COLLIERY OF KATRAS AREA INCLUDING COLONY AND OFFICES.**” OF BCCL.

1. Scope of Work : FOR “**BENCHMARKING OF ELECTRICAL POWER CONSUMPTION IN AKWM COLLIERY OF KATRAS AREA INCLUDING COLONY AND OFFICES.**” OF BCCL.
is for execution of following work :-

(a) Analysis of the Electricity bills

- 1-Analysis of the different section of the electricity bills.
- 2-Study of the fixed charges and variable charges and comments on the same.
- 3-Calculation of the load factor .
- 4-Comments on the contract demand and suggestions to reduce them.

(b) Transformers & Distribution Network

- 1-Performance evaluation of the transformers.
- 2-Studies of rationalization of transformers if more than two are present.
- 3-Measurement of the harmonics level in both the current and voltages at the LT of the transformer, MCC and major loads.
- 4-Measurement of inrush current,transient and flickers.
- 5-Remarks on the quality of the power supply.

(c) Power factor

- 1-Measurement of power factor at PCC, MCC and the Major load Centers.
- 2-Suggesting methods to improve the present power factor.

(d) Metering and Monitoring Status

- 1-Review of existing metering system of the plant.
- 2-Suggesting need and methods to improve the metering system, if required.

(e) Electrical Equipments

- 1--Measurement of all the major electrical parameters viz. voltage, current, KW, Power factor, frequency of all major electrical equipments.
- 2--Determining the efficiency of the major motive loads of the plant.
- 3--Calculation of Specific Energy Consumption for the major loads.
- 4--Suggesting methods to eradicate abnormalities if any.

(f) Pumps

- 1--Measurement of Head/Pressure, Flow for Major Pumps and blowers.
- 2--Determination of efficiency and suggesting improvements if required.

(g) Coal Handling Plant

- 1--Determination of Actual capacity of motors for coal handling Plant,
- 2--Specific power consumption of the coal handling Plant
- 3-Suggesting methods to improve the present system.

(h) Refrigeration & Air – conditioning systems

1--Determination of the cooling system capacity, specific power consumption of the system.

2--Suggesting methods to improve the SPC of the system.

(i) Lightings

1--Measuring the light intensity of the major sections of the plant and colony.

2--Measuring the power consumption of lighting load of the major section.

3--Study the types of lamps and suggesting improvement in the lighting system if any,

4--Suggesting energy efficient devices and schemes to reduce the power consumption in the lighting load.

(j)Basis of above analysis will also required to be justified & elaborated in the report.

1.1 Presentation / Submission of Report

The firm will be required to submit a detailed report regarding methodology for determination to arrive at a realistic “ENERGY AUDIT AND **BENCHMARKING OF ELECTRICAL POWER CONSUMPTION OF AKWM COLLIERY OF KATRAS AREA INCLUDING COLONY AND OFFICES**”

The firm will be required to make presentation of methodology for “ENERGY AUDIT AND **BENCHMARKING OF ELECTRICAL POWER CONSUMPTION OF AKWM COLLIERY OF KATRAS AREA INCLUDING COLONY AND OFFICES**” before the GENERAL MANAGER (E&M) Power BCCL Dhanbad.

2) INSTRUCTIONS TO TENDERERS/BIDDERS

2.1. EARNEST MONEY :-

(a)Rs.24,415/- as Earnest Money/Bid Security is to be deposited in the form of Certified Cheques and Demand Drafts drawn in favour of “BHARAT COKING COAL LIMITED ” on any scheduled Bank payable at its branch at DHANBAD.

No tender will be considered unless accompanied by earnest money. Earnest money will be retained in the case of successful tenderers and refunded to the unsuccessful tenderers in due course and will not carry any interest. The unsuccessful bidder for this purpose means the bidders who have not qualified for opening of Part II (Price bid) and those who have not emerged as L1 tenderer after opening of Price bid. The earnest money deposited by the successful tenderer will be dealt with as provided in elsewhere in the tender document.

(b) EXEMPTION FROM EMD :

If any state / Central Government Organization/PSU and with valid DGS&D/ NSIC registered (for the tendered job) firm submit the copy attested by Notary Public on the date of opening of tender issued by Government authorities for according exemption towards submission of EMD, they may be considered for exemption from submission of EMD.

2.2. PRICE OF TENDER DOCUMENT :-

Price of Tender Document is Rs 500/- (Rs Five hundred only) per set, which is non-refundable.

2.3. AVAILABILITY OF TENDER DOCUMENTS:-

Tender documents including terms & conditions of work shall be available on payment, from Office of the General Manager,(E&M), 4th Floor, Koyla Bhawan , Koyla Nagar BCCL Dhanbad , from 19.11.2014 to 03.12.14 Upto 11.00AM.

The money may be deposited either in cash with Chief Cashier, BCCL HQ Dhanbad from 10.30 AM to 2.30 PM on week days and 10.30 AM to 12 Noon on Saturdays, except on Holidays and Sundays, or by Bank Demand Draft drawn in favour of “Bharat Coking Coal Limited.”, payable at State Bank of India, BCCL Township Branch, Dhanbad and should be enclosed in the separate envelope in Part-I of the tender.

OR

The tender document can be downloaded directly either from BCCL website of <http://www.bccl.gov.in> or from Govt. Website <http://tenders.gov.in>

The cost of tender Document of Rs 500/- must be deposited in the form of Bank Draft drawn on any scheduled Bank in favour of “Bharat Coking Coal Ltd.”, payable at its Branch at Dhanbad

during submission of tender document in a separate envelope in Part-I but not alongwith EMD.

For details please refer BCCL website of

<http://www.bccl.gov.in> & <http://tenders.gov.in>

3. GENERAL INSTRUCTIONS FOR SUBMISSION OF TENDER :

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

The Bank Draft towards the cost of tender documents (Application Fee) and the undertaking of the tenderer as mentioned in pre-para shall be submitted in a separate envelope marked “Cost of Tender Documents and the Undertaking” and not with part-I/EMD.

3.2. The tenderer is required to **submit his offer in a single envelope/sealed cover** giving reference to Tender Notice No., date and name of the work containing **offers in two envelopes Part-I & Part-II** as specified in the Tender documents **and a separate envelope marked “Cost of Tender Documents and the Undertaking”**

Part- I, Part-II and a envelope marked “Cost of Tender Documents and the Undertaking” should also be in separate sealed covers clearly super scribing as **Part-I, Part-II** and **“Cost of Tender Documents and the Undertaking”** on the respective envelopes giving reference to the item for which he is submitting his tender.

Part-I envelope will comprise of :

- (i) Bid Security/Earnest Money Deposit,
- (ii) Letter of Bidder submitting the bid in the form as stipulated in contractor's bid,
- (iii) Qualification information,
- (iv) Original bid document issued by department or downloaded from website.
The following will Firm's registration details and full name and address of the tenderers written on bottom left hand corner of sealed envelope.
- (v) Power of attorney in case the tender is signed by the authorized representative of the tenderer.
- (vi) Permanent income tax account number.
- (vii) Average annual financial turnover during the last three years ending 31st March of the previous financial year.
- (viii) Copy of Service Tax registration.
- (ix) Particulars of registration/clearance from appropriate Provident Fund Authorities.
- (x) Every bidder will have to submit a declaration in support of the authenticity of credentials submitted by him along with the Tender in the form of an AFFIDAVIT.

Part-II of the bid will comprise of priced-bill of quantities only.

Part-II envelopes will be opened only in respect of such tenders as found eligible after scrutiny of Part-I.

3.3 Conditional offers from the tenderers will not be entertained .

4. Validity period of Rates Quoted /Tender:-

The rates offered in Part-II should be valid for six Calendar months from the date of opening of Part-I of the tender.

5) Experience

Bidder should have the experience in its name , having successfully completed the similar works.

The similar work means the work of “ **BENCHMARKING OF ELECTRICAL POWER CONSUMPTION IN MINING/OTHER INDUSTRIES USING SIMILAR TYPE AND CAPACITY TRANSFORMERS & MOTORS AND COLONY OF OFFICE EQUIPMENTS & LIGHT FITTING.**”

with any other government organizations, Semi-Govt organizations and institutes, or in Private sector firms during last seven years ending last day of month previous to the one in which the

bids are invited. Credentials to this effect to be submitted along with the bids.

For substantiating Past Experience, the bidders should submit the work orders, completion certificate of actual works already executed and TDS certificates.

- Agency/Firm must be registered in India and located in India only.

6) Receipt of Tenders

Tenders are to be submitted in two envelopes as mentioned in clause 3.2 in the office of the GENERAL MANAGER (E&M)I/C, BCCL DHANBAD upto **3.00 PM on 05.12.14**

Any bid received after the deadline prescribed above due to any reason will not be accepted.

In the event of the specified date being declared a holiday by the company, the bids will be received up to the appointed time on the next working date.

7) Opening of Tenders

Part-I of the tenders will be opened in the office of the GENERAL MANAGER (E&M)I/C, BCCL DHANBAD at **11.00 AM on 08.12.14**

In case of any discrepancy between the tender documents downloaded from the website and the master copy available in the office, the latter should prevail and will be binding on the tenderers. No claim on this will be entertained.

Part II of the offer will be opened after ascertaining the eligibility of the valid offers based on the documentary evidence submitted by them and their acceptance by the company's management.

8) Terms of payment:

The payment terms would be as follows:

- ⤴ No Advance payment will be made
- ⤴ 40 % on submission of Final Report
- ⤴ 60 % on acceptance of final report.
- ⤴ Rate quoted by the bidder must be inclusive of all expenses.
- Paying authority will be CHIEF MANAGER (FIN) PAY BCCL DHANBAD.

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 reasons whatsoever, and also to distribute the work and allot the work/works to more than one tenderer, at its sole discretion.

BCCL shall not be responsible for any consequences due to misprinting or any wrong translation by the newspaper concerned. The tenderer should contact the tendering authority and verify facts in case of confusion.

10. Tenderer must have to download the corrigendum, if any, related to this tender. So tenderers must go through BCCL and Govt. web site even on last date of availability of tender document.

11) Indian Laws shall only be applicable. Matter relating to any dispute or difference arising out of this tender shall be subject to the jurisdiction of Dhanbad Court only.

12) Declaration: Stating that the firm/agency is not banned or delisted by any Govt / Quasi Govt agencies or PSU's .**If this is not given the bid will be rejected as non responsive.**

13) Details of bank account for payment through Electronic Fund Transfer (EFT).

- 14) The bidders are required to sign the Integrity pact as per format given in tender document Part-I.
- 15) Other details may be obtained from the detailed tender notice.
- 16) Bidders have to submit the Affidavit only on Non-Judicial Stamp paper or Non-Judicial Adhesive Stamp.
- 17)

Name of Independent External Monitor	Address of Independent External Monitor
Shri Naresh Chaturvedi , IAS, (Retd).	CL-14 , SECTOR-II , SALT LAKE KOLKATA-700091.

(Ajay Kumar)
General Manager (E&M) Power

Distribution: -

- 1) D (P)/D (T) OP/D (F)/ D (T) P&P, BCCL for kind information.
- 2) Sri. Naresh Chaturvedi, IAS, (Retd),_CL-14, Sector- II, Salt Lake, Kolkata-700091
- 3) CVO, BCCL for kind information.
- 4) CGMs/GMs of all Areas of BCCL
- 5) GM (P&P), Koyla Bhawan.
- 6) GM (Finance) OSD, Koyla Bhawan.
- 7) GM (Systems) - with a request to display this NIT in NIC Portal i.e. <http://tenders.gov.in> on or before 19.11.14.
- 8) Inspector I/c, CISF, Koyla Bhawan.
- 9) PRO, BCCL – with 05 copies for wide publication of the following abridged NIT in News Paper as per BCCL norms on or before **19.11.14** as per BCCL norms on or before.

NIT Ref No. : **BCCL/GM(E&M)/F-TENDER/2014/ 7820-45** Date: - **14.11.14**

Tenders for the following work are invited by E&M Deptt., BCCL, Koyla Nagar on behalf of BCCL Management. **“HIRING OF PROFESSIONAL AGENCY/ FIRM FOR BENCHMARKING OF ELECTRICAL POWER CONSUMPTION IN AKWM COLLIERY OF KATRAS AREA INCLUDING COLONIES & OFFICES.”**

Estimated cost	Earnest money	Cost of tender paper	Time of completion
RsRRRs. 24,41,500=00	Rs. 24415/-	Rs. 500/-	02 Months

All other details i.e. Estimated cost of work, Completion period, Cost of E.M.D. etc. can be seen on Company's Website <http://www.bccl.gov.in> & <http://tenders.gov.in>

The Sale period for tender documents : from 19.11.14 to 03.12.14 Upto 11.00AM
Date of receipt of tender : on 05.12.14 upto 03.00 PM.
Date of opening of Tender : on 08.12.14 at 11.00 AM .

- 1) BCCL Desk Office, 6, Lyons Range, Kolkata – 700 001.
- 2) Representative of E&M Deptt in Tender Cell.
- 3) Notice Board



BHARAT COKING COAL LIMITED
OFFICE OF THE GENERAL MANAGER (E&M) I/C
KOYLA BHAWAN, KOYLA NAGAR , DHANBAD -826005

DETAILED TENDER NOTICE

1. Sealed tenders in prescribed forms and parts with the name of works super scribed
- “HIRING OF PROFESSIONAL AGENCY/ FIRM FOR BENCHMARKING OF ELECTRICAL POWER CONSUMPTION IN AKWM COLLIERY OF KATRAS AREA INCLUDING COLONIES & OFFICES.” in the office of General Manager (E&M)I/C , BCCL, , Dhanbad up to 3.00 P.M. On 10.11.2014. All tenders will be opened at 11.00 A.M. On 11.11.2014. in the presence of the attending tenderers or their authorized representatives who wish to be present. In case where the tender is in two parts, only part-I will be opened on the above date and time.
- 2(a)(i) Proposed contract Tenders should be submitted in the prescribed form and in time. These forms together with the proposed contract document including tender documents if available, may be obtained from the above office during normal working hours on payment of **Rs.500** /- (non-refundable) (Rupees One Thousand only) as application fee for each set. The payment may be made either in cash or by Bank Draft drawn in favour of **Bharat Coking Coal Limited , Dhanbad** on Nationalized / Scheduled Commercial bank payable at Dhanbad. General specification and description of work is enclosed with the tender document.
- (ii). However tender document is available on GOVT. WEBSITE <http://tenders.gov.in>, BCCL web site <http://www.bccl.gov.in> and CPPP website which can be downloaded. The bidders, who will download the tender documents from the website of the company, will be required to pay the cost of tender documents (Application fee) by Bank draft as per NIT at the time of submission of tenders. However, the Company shall not be responsible for any delay / difficulties / inaccessibility of the downloading facility for any reason whatsoever. The down loading facility shall be available during period of sale of tender paper.
- (iii). The Bidders will be required to submit an undertaking that they will accept the tender documents as available in the website and their tender shall be rejected if any tampering in the tender documents is found to be done at the time of opening of tender.
- (iv). The Bank draft towards the **cost of tender documents (Application Fee)** and the **undertaking of the tenderer as at sl.no. iii** shall be **submitted in a separate envelope** marked **“Cost of Tender Documents and the Undertaking”** and **not with Part-I / EMD.**
- (v). In case of any discrepancy between the tender documents downloaded from the website and the master copy available in the office, the later shall prevail and will be binding on the tenderers. No claim on this account will be entertained.
- 2(b). Any Bids received after the deadline prescribed at Clause 1 above due to any reason whatsoever will not be accepted.
In the event of the specified date for the submission of bids being declared a holiday by

the employer, the bids will be received upto the appointed time on the next working day.

2(c). Tenders thus submitted shall consist of the following :-

- (i) Complete set of tender document as sold, duly filled in and signed on all pages and at different places as required of the tender documents including Part I & II of the tenders as per the tender notice as applicable.
- (ii) Copy of service tax registration.
- (iii) PAN (Permanent Income Tax Account Number)
- (iv) Particulars of registration / clearance from appropriate Provident Fund authorities .
- (v) Earnest money deposit (as specified hereafter).
- (vi) Power of attorney in the case the tender is signed by an authorized representative of the tenderer.
- (vii) Full name and address of the tenderer shall be written on the bottom left hand corner of the sealed cover.

2(d). The tender document in which the tender is submitted by the tenderer shall become the property of the company and the company shall have no obligation to return the same to the tenderer.

2(e). The tender shall be submitted in two parts as indicated in the notice inviting tenders. **Part-I** shall consist of **earnest money deposit particulars in a separate envelope**, any deviation from terms and conditions of the tender and additional terms and conditions and if asked for, technical bid and credentials (documentary evidence in support of eligibility criteria and bid assessment duly authenticated by the bidder) and the original tender document issued to the bidder duly signed by authorized signatory of the bidder on all pages as proof of accepting the conditions of contract (excluding price bid) and **also a separate envelope containing bank draft towards cost of tender document & undertaking as mentioned at clause no. 2 (a. iv)**

Part-II shall consist of amount etc. i.e. price bid.

The Earnest Money Deposit is to be submitted in a separate Envelope altogether, super scribing "Earnest Money Deposit"; and not inside the envelope containing Part I or Part II of the Bid.

Part-I and Part-II should be submitted in two separate sealed envelopes, super scribing as such. Thereafter all the three envelopes should be submitted in a sealed envelope with appropriate superscription.

The date of opening of Second envelope or Part-II of the tenders shall be communicated in due course after consideration of Part-I.

2(f) Each bidder shall submit only one bid for one package. A bidder who submits or participates in more than one bid (other than as sub-contractor or in case of alternatives that have been permitted or requested) will cause all the proposals with the bidders, participation to be disqualified.

3. No tender shall be considered unless accompanied by the said earnest money.

4. Earnest money will be retained in the case of successful tenderer and refunded to the unsuccessful tenderer in due course and will not carry any interest. The unsuccessful bidder for this purpose means the bidders who have not qualified for opening of Part II (Price bid) and those who have not emerged as L1 tenderer after opening of Price bid. The earnest money deposited by the successful tenderer will be dealt with as provided in elsewhere in the tender document.

5.. EVERY TENDERER IS EXPECTED TO VISIT THE SITE, TO GO THROUGH THE REQUIREMENTS OF THE PROPOSED WORK. BEFORE QUOTING HIS RATES.

6(a). Corrections where unavoidable, shall be made by crossing out and rewriting duly

authenticated with full signature and date by tenderer. Erasing or overwriting on the tender documents may disqualify the tenderer.

6(b). The tender shall be submitted in English only.

6(C). Cost of Bidding: The bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible and liable for those costs.

7. The tenderer shall closely study the scope of work in detail which governs the rates for which he is tendering.

All duties, taxes, and other levies payable by the Contractor under the Contract or for any other cause as applicable on the last date of submission of tender, excluding Service Tax, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. Service Tax shall be quoted separately and the same will be reimbursed against production of documentary evidence for having paid the tax. All incidentals, overheads etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.

However, such duties, taxes, levies etc. which is notified after the last date of submission of tender and/or any increase over the rate existing on the last date of submission of tender, shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.

Similarly, if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor.

Details of such duties, taxes and other levies along with rates shall be declared by the bidders in their price bid.

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.

8. CURRENCIES OF BID AND PAYMENT

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

9. BID VALIDITY

9.1 Bid shall remain valid for a period not less than six calendar months from the date of opening of Part-I of the tender. A bid valid for a shorter period shall be rejected by the Employer.

9.2 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.

9.3. The work should be completed within (02) months from the expiry of Ten (10) days from

the issue of letter of acceptance of tender/ work order or period of mobilization allowed in the work order for starting the work in special circumstances, whichever is latest.

- 9.4 Company does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders without assigning any reasons whatsoever and to split up the work between two or more tenderer or accept the tender in part and not in entirety.
10. The tenderer(s) will also give adequate evidence of experience in doing similar works and financial capacity to complete the work in time.
11. The tenderer (s) should also state what technical/ supervisory personal, he/they would be employing for carrying out the work.
- 12(a). Full information should be given by the tenderer in respect of following:-
- (i) If an individual : Full name.
: Postal address.
: Place of business.
 - (ii) If proprietary firm : Full name of the proprietor,
: Full Postal address of the firm/ Proprietor.
 - (iii) If a partnership firm : Full name of the partners.
: Full postal address of the firm and the partners.
: Registration
 - (iv) In case of company : Date and place of registration.
: Memorandum of articles of Association
: Name of all Directors.
: Full postal address of the registered office and all the directors.
- 13 (a) Change in Constitution of the Contracting Agency:
Prior approval in writing of the company shall be obtained before any change is made in the constitution of the contracting agency, otherwise it will be treated as breach of Contract.
14. Canvassing in connection with the tender in any shape or form is strictly prohibited and tenders submitted by such tenderer who resort to canvassing shall be liable to rejection.
- 15(a). Every Tenderer will have to submit a declaration in support of the authenticity of credentials submitted by him along with the Tender in the form of an AFFIDAVIT as per the format provided.
- 15(b). If the tenderer deliberately provides wrong information or submits false credentials in support of his qualifications, the Company reserves the right to terminate / rescind the contract, forfeit the EMD and other dues of the contractor and to take any other action as may be deemed fit.
16. An intending tenderer, after obtaining tender documents on payment of Application fee, having doubts as to meaning of any part of the tender documents may submit to the official inviting tender, a written request for interpretation or clarification thereof. Any interpretation or clarification of the tender documents by formal addendum if issued by the official inviting tender shall be final and valid and binding on the company and the tenderer.
17. On receipt of the letter of acceptance the tender issued by the company, the successful tenderer shall execute/ accept contract agreement/work order in company's prescribed form for the due fulfillment of the contract. Failure to enter into the required contract/ accept the work order issued by the company within the specified period in the work order shall entail

cancellation of letter of acceptance of tender/work order and forfeiture of the earnest money. The written contract/work order to be entered into between the tenderer and the company shall be the foundation of the right of both the parties and the contract shall not be deemed to be executed until the contract work order is signed/accepted by both the parties i.e. contractor and the company.

- 17.(a)** The validity period of the tender shall be 6 **(six) months** after the deadline for bid submission .
The tenderer shall not during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender on any terms/conditions thereof without consent in writing of the company. In case the tenderer violates to abide by this, the company will be entitled to forfeit the earnest money and reject the tender.
- 17(b).** The company reserves the right to postpone the date of receipt and opening of tender or to cancel the tender without assigning any reason whatsoever.
- 18.** The company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy if so.
- 19.** This detailed tender notice shall be deemed to be part of the Contract Agreement/ Work Order.
- 20** No subletting of work as a whole by the contractor is permissible. Subletting of work in piece rates jobs is permissible with the prior approval of the department.
- 21.** In case the bidder/ tenderer enters into any litigation, such action should to be taken in a **Court of Law at Dhanbad.**

DECLARATION

I/WE HEREBY DECLARE THAT THE FIRM

Shri/M/s----- (Name of the firm)
HAS NOT BEEN DEBARRED OR DE LISTED BY ANY GOVT. OR QUASI GOVT. AGENCIES
OR PSUs.

Signature of the proprietor/ Partner/ director/
tender with stamp of the firm

: CERTIFICATE :

This is to certify that the tender document is downloaded from website
<http://www.bccl.gov.in> & <http://tenders.gov.in> and has not been tampered.
However, if there is any discrepancy, the tender document duly signed and approved by
competent authority available with E&M department will be final.

Signature of the proprietor/

Partner/ director/ tender with stamp of the firm

GENERAL TERMS AND CONDITIONS

1 Definitions :

- i) **"Employer or Company"** means the COAL INDIA LIMITED or any of its Subsidiaries who will employ the contractor represented by the appropriate authority.
- ii) **Principal Employer** means the COAL INDIA LIMITED or any of its Subsidiaries or the officer nominated by the Company to function on its behalf.
- iii) The word "**Agency/Tenderer/Firm/Contractor**" wherever occurs means the successful tender/tenderer 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 of the successors and permitted assignees of such individual, firm or company, as the case may be.
- iv) **"Accepting Authority"** shall mean the management of the Company and includes an authorized representative of the Company or any other person or body of persons empowered in this behalf by the company.
- v) **"Engineer-In-Charge"** designated Officer-In-charge of appropriate authority.
- vi) The **"Contract"** shall mean the notice inviting tender, the tender as accepted by the Company, the work order issued to the contractor, and the formal contract agreement executed between the company and the contractor together with the documents referred to therein including general terms and conditions special conditions, if any, scope of work, frozen terms and conditions/technical parameters/scope of work and revised offer, if any, specifications, drawings including those to be submitted during progress of work, schedule of quantities with rate and amounts.
- vii) A **"Day"** shall mean a day of 24 hours from midnight to midnight.
- viii) The **"work"** shall mean the works required to be executed in accordance with the contract/work order or parts thereof as the case may be and shall include all extra or additional, altered or substituted works or any work of emergent nature, which in the opinion of the Engineer In charge, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.
- ix) In the case of turnkey contracts the total sum for which tender is accepted by the company.
- x) **"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 contractor's firm or to an office of the 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.
- xi) **"The letter of Acceptance of Tender"** means letter giving intimation to the tenderer that his tender has been accepted in accordance with the provisions contained in that letter.
- xii) **"Department"** means the New Technology Department of BCCL represented by the appropriate authority.

xiii) **“Act of insolvency”** means as it is designed by Presidency Town Insolvency Act or Provincial Insolvency Act or any act amending such originals.

xiv) The words indicating the singular only also include the plural and vice – versa where the context so requires.

xv) **SUB CONTRACTING: If** a contractor submits its bid qualifies and does not get the contract because of his not being the lowest tenderer, he will not be permitted to work as sub-contractor for the contractor who is executing the contract.

2 **Contract Documents :**

The following documents shall constitute the contract documents:

- i) Notice inviting Tender/Detailed Tender Notice.
- ii) Articles of Agreement /Letters of acceptance of Tender /Work Order.
- iii) General Terms and Conditions of Contract/Commercial Terms and Conditions of Contract.
- iv) Additional terms and Conditions of Contract, if any,
 - v) Scope of work
- vi) Frozen terms and conditions/technical parameters/scope of work and revised offer, if any
- vii) Work programme.

N.B.: Deviations: Deviations sought by the bidders, whether they are technical or commercial deviations, must only be given in the scope of work prescribed for them. Any willful attempt by the bidders to camouflage the deviations by giving them in the covering letter or in any other documents than the prescribed scope of work may render the bid itself as non-responsive.

2.1-The Tenderer/bidder shall enter into and execute contract agreement in the prescribed form.

The cost of the stamp papers for the contract agreement shall be borne by the contractor. Two sets of contract document/ agreements shall be prepared and signed by both the parties. One of the sets shall be stamped “Original” and the other “Duplicate”. The duplicate copy will be supplied to the contractor free of cost and the original is to be retained by the company. For any additional copies required by the contractors the price to be charged would be that of the cost of the Tender Document. (Application fee)

All additional copies should be certified by the Engineer in Charge.

The tenderer shall keep copy of these documents on the place of work in a proper manner so that these are available for inspection at all reasonable times by the Engineer - In charge /his representative or any other officials authorized by the company for the purpose.

2.2 The contract document shall not be used by the bidder 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.

The Price Bids of the tenderer will have no condition. **The Price Bids which are incomplete and not submitted as per instructions given in the Tender Document will be rejected.**

3 **Acceptance of Offer:**

Letter of Acceptance is an acceptance of offer by the company and it need not be accepted by the tenderer. But the tenderer should acknowledge the receipt of the order within 15 days of

mailing of work order and any delay in acknowledging the receipt will be treated as breach of contract and compensation for the loss caused by such breach will be declared by the company by forfeiting EMD/Bid bond.

4 Banned or delisted Tendereres /Bidders :

The bidders would give a declaration that they have not been banned or delisted by any Government or Quasi Government agencies or PSU's. If a bidder has been banned or delisted by any Government or Quasi Government agencies or PSU's this fact must be clearly stated and it may not necessarily be a cause for disqualification. If the declaration is not given, the bid will be rejected as non-responsive.

5. Discrepancies in contract documents and Adjustment there of:

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

5.2 Any error in description or rate in scope of work or any omission there from shall not vitiate the contract or release the contractor from discharging his obligation under the contract including execution of work.

5.3 Any difference detected in the tender/tenders submitted resulting from:

a) Discrepancy between description in words and figures, the rate which corresponds to the amount worked out 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) When the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or words, then the rates quoted by the contractor in words shall be taken as correct.

(d) Discrepancy in totaling or carry forward in the amount quoted by the contractor shall be corrected.

The tendered sum so corrected and altered shall be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer along with other tender/tenderers. 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.

6.0 Security Deposit :

The Security Deposit shall bear no interest. The successful bidder has to submit 10% of the awarded value of contract as security deposit within 15 days of receipt of LOA, which shall be released after acceptance of suggested methodology by Functional Director's of BCCL and shall be submitted in any form given below;

- **Govt. Securities, FDR or any other form of deposit stipulated by the owner**
- Demand draft drawn in favour of BCCL on any National /Scheduled Bank payable at its branch at **Dhanbad.**

The bid security (EMD) deposited in the form of Demand draft shall be adjusted against the security deposit.`

On completion of the entire work and issue of completion certificate by the engineer-in-charge the security deposit shall be refunded.

If any state / Central Government Organization/PSU and with valid DGS&D/ NSIC

registered (for the tendered job) firm submit the copy attested by Notary Public on the date of opening of tender issued by Government authorities for according exemption towards submission of EMD, they may be considered for exemption from submission of EMD. Bidder who has got exemption from EMD need not to submit security deposit

7.0 Time for Completion of Contract, Extension thereof, Defaults and Compensation for Delay:

Time is the essence of the contract and as such all works shall be completed within the time stipulated in the contract/work order.

Immediately after the contract is executed/the work order is issued, the Engineer In charge and the contractor shall agree upon a detailed time and progress chart prepared based on BAR CHART/ PERT CPM techniques on the basis of a schedule for the said scope of work submitted by the tenderer at the time of executing contract showing the order in which work is proposed to be carried out within the time specified in the contract document / work order.

For the purpose of this detailed 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 of tender/work order to the agency or the period of mobilization allowed in the work order for starting the work in special circumstances, whichever is later.

- 7.1 If the tenderer, without reasonable cause or valid reasons commits default in commencing the execution of the work within the aforesaid time limit, the company shall without prejudice to any other right or remedy, be at liberty, by giving 15 days notice in writing to the tenderer to commence the work, to forfeit the Earnest Money deposited by him and to rescind the letter of acceptance of Tender/Work order.
- 7.2 If the tenderer fails to maintain the required progress in terms of the agreed time & progress chart or to complete the work or extended date of completion, he/they shall, without prejudice to any other right or remedy available under the law to the company on account of such breach, pay as compensation (Liquidated Damages) **@ half percent (1/2%)** of the contract price per week of delay. The aggregate of such compensation / compensations **shall not exceed 10% (Ten) percent of the total value** of the consultancy fee.
 - 7.2.1 The Company, if satisfied, that the works can be completed by the tenderer within a reasonable time after the specified time of completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension granted being with L.D, the company will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the tenderer as agreed damages equivalent to half percent of the contract value of the works for each week or part of the week subject to a ceiling of 10% of the contract price.
 - 7.2.2 The Company, if not satisfied that the works can be completed by the tenderer and in the event of failure of the agency to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the contract.
 - 7.2.3 The company, if not satisfied with the progress of the contract and in the event of failure of the agency to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.
 - 7.2.4 In the event of such termination of the contract as described above, the company shall be entitled to

recover L.D up to ten percent (10%) of the contract value and forfeit the security deposit made by the agency besides getting the work completed by other means at the risk and cost of the agency.

- 7.2.5 (a) The company may at its sole discretion, waive the payment of compensation on request received from the contractor indicating valid and acceptable reasons if the entire work is completed within the date as specified in the contract/work order or as validly extended date without stipulating any compensation for delay

OR

- (b) If the progress of the work or of any portion of the work is unsatisfactory, the Engineer In charge shall be entitled, after giving the contractor 15 days notice in writing, to employ another Agency for executing the job or to carry out the work departmentally either wholly or partly debiting the tenderer with the cost involved in engaging another Agency or the cost involved in executing the work departmentally, as the case may be. The certificate to be issued by the, Engineer In charge for the cost of the work so done shall be final and conclusive and the extra cost, if any, shall be borne by the contractor.

7.2.6 Extension of date of completion: On occurrences of any events causing delay as stated hereunder, the tenderer shall intimate immediately in writing to the Engineer In Charge.

- (a) **Force Majeure:** (i) Natural phenomena, including but not limited to abnormally bad weather, un-precedent flood and draught, earth -quakes and epidemics.

ii) Political upheavals, civil commotion, strikes, lockouts, acts of any Govt. (domestic /foreign) including but not limited to war properties, quarantine embargoes.

The successful bidder/tenderer will advise in the event of his having to resort to this clause by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition.

In the event of delay due to Force Majeure for more than one month the contract may be terminated at the discretion of the company. Termination under such circumstances will be without any liability on either side.

- (b) Delay on the part of tenderer or tradesman engaged by the company not forming part of the contract, holding up further progress of work.
- (c) Any other causes which, at the sole discretion of the company, is beyond the control of the agency. The firm/agency shall request the company in writing for extension of time within 15 days of happening of such event causing delay stating also, the period for which extension is required. The company may, considering the genuinity of the request, give a reasonable extension of time for completion of the work. Such extension shall be communicated to the tenderer in writing by the company through the Engineer In-charge.

- 7.2.7 The opinion of the Engineer In charge, whether the grounds shown for the extension of time are or are not reasonable, is final. If the Engineer In-charge is of the opinion that the grounds shown by the contractor are not reasonable and declines to the grant of extension of time, the tenderer can not challenge the soundness of the opinion by reference to arbitration.

The opinion of the Engineer In charge that the period of Extension granted by him is proper or necessary is not however final. If the tenderer feels that the period of Extension granted is inadequate he can appeal to the Director (T) / CMD of the company for consideration on the question whether the period of extension is or is not proper or necessary.

7.2.8 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.

- 7.2.9 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 Agency or the Department or of both. The extension will have to be by party's agreement, express or implied. In case the agency/bidder does not apply for grant of extension of time within 15 days of the hindrance occurring in execution of the work and the department wants to continue with the work beyond the stipulated date of completion for reason of the work having been unavoidably hindered, the Engineer- In charge can grant 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 agency/bidder 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 the contract.

The agency/bidder 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.

8. **Payments:**

The payment terms would be as follows:

- ⤴ No Advance payment will be made
- ⤴ 60 % on submission of Final Report
- ⤴ 40 % on acceptance of final report.
- ⤴ Rate quoted by the bidder must be inclusive of all expenses.
- ⤴ Paying authority will be CHIEF MANAGER (FIN) PAY BCCL DHANBAD.

- 8.1. The company reserve the right to recover/enforces recovery or any overpayments detected after the 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.

9. Termination, suspension, cancellation and Foreclosure of contract :

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

- (a) Makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the Engineer In charge, then on the expiry of the period as specified in the notice.
- or**
- b) Commits default/breach in complying with any of the terms and conditions of the contract and do 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) Obtains a contract with the company as a result of ring tendering or other non- bonafide methods of competitive tendering.

or

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

Or

- e) 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

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

9.1 The contract shall also stand terminated under any of the following circumstances:

- a) If the tenderer 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 of 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 tenderer being a company, its affairs are under liquidation either by a resolution passed by the contractors 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 contractor's company, if any.
- c) If tenderer shall suffer an execution being levied on his/their goods, estates and allow It to be continued for a period of 21 (twenty-one) days.
- (d) On the death of the tenderer being a proprietary concern or of any of the partners in the case of a partnership concern and the company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the company in this respect shall be final and binding which is to be intimated in writing to the legal representative or to the partnership concern.

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

- a) To determine the amount to be recovered from the bidder for completing 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 tenderer/bidder up to time of cancellation less on A/c payment made till date and value of contractor's materials, plant, equipments etc taken possession of after cancellation.
- b) To recover the amount determined as above, if any, from any money due to the contractor on 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 of the contract.

9.3 Suspension of work :

- i) The company shall have power to suspend the work or 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 work for reasons other than any default on part of the contractor or on ground of safety of the work.
- ii) In the event of suspension for reasons 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 and the contractor shall properly protect and secure the works to the extent necessary during such suspension.

The contractor shall carry out the instructions given in this respect by Engineer In charge and if such suspension exceed 45 (forty five) days, the contractor will be compensated on mutually agreed terms.

- 9.4 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 of 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 (Ten) percent of the contract value.

9.5 Foreclosure of contract. :

If at any time after acceptance of the tender the company decided to abandon 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 the company shall be liable: -

- a) To pay reasonable amount assessed and certified by the Engineer In charge of the expenditure incurred. if any, by the contractor on preliminary works .

- 9.5.1 The tenderer/bidder shall, if required by the Engineer In charge, furnish to him books of accounts, papers, relevant documents as may be necessary to enable Engineer In charge to assess the amounts payable.

10. Completion certificate.

The engineer-in-charge will be authorized to issue the completion certificate after satisfying the work as mentioned in the scope of work is completed in all respects.

11. Additional Responsibilities of the Bidder(s)/tenderers :

- i) The cost on account of the "Additional Responsibilities of the Bidders/tenderers" under this clause is deemed to be included in the tendered rates.

The tenderer/bidder shall intimate the Engineer In charge in writing the names, qualifications, experience and full postal address of each and every technical person employed by him.

- ii) The tenderer/bidder 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.

- iii). All Duties taxes and other levies, payable by the Bidders/tenderers under the contract or for any other cause as applicable on the last date of submission of tender shall be included in the rates, prices and the total bid price submitted by the bidder. All incidentals,

overheads, etc as may be attendant upon execution and completion of works shall also be included in the rates, prices and total bid price submitted by the bidder.

However, such duties, taxes, levies etc which is notified after the last date of submission of tender and / or any increase over the rate existing on the last date of submission of tender shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.

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.

a) The company or any agent or employees of the company against any action claim or proceedings relating to infringement or use of any patent or design right and shall pay any royalties or other charges which may be payable in respect of any article or material included in the contract.

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

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

b) The company against all claims, damages or compensation under the provision of payment of wages Act, 1936, Minimum Wages Act 1948, Employer's Liability Act 1938. The workmen's Compensation Act 1923, Industrial Dispute Act, 1947, Mines Act as applicable, Employees State Insurance, Act 1948 and Maternity Benefit Act, 1961, Acts regulating P.F or any modification thereof or any other law relating thereto and rules made there-under from time to time, as may be applicable to the contract which may arise out of or in consequence performance of the work under the contract and also against costs, charges and expenses of any suit, action or proceeding arising out of any accident or injury.

c) The company against all losses and claims for injuries or damages to any third party or to any property belonging to any third party which may arise out of or in consequence or performance of the work under the contract and against all claims/demands proceedings/damages, cost charges and expenses whatsoever in respect of or in relation thereto.

12. Settlement of Disputes:

12.1 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 Bidders/ tenderers 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.

12.2 If differences still persist, the settlement of the dispute with Govt. Agencies shall be dealt with as per the Guidelines issued by the Ministry of Finance, Govt. of India in this regard. In case of parties



other than Govt. Agencies, **the redressal of the dispute may be sought in the Dhanbad Court of Law.**

**BHARAT COKING COAL LIMITED
OFFICE OF THE GENERAL MANAGER (E&M) I/C
KOYLA BHAWAN, KOYLA NAGAR , DHANBAD -826005**

TENDER AGREEMENT / DETAILS OF WORK

I/We hereby tender for the execution for the BCCL of the work specified in the underwritten memorandum at rates specified therein within a period **of (02) months** from the 10th day of written work order in accordance with the details provided in the scope of work and in all other respects in accordance such conditions as far as applicable

MEMORANDUM

1] NAME OF THE WORK; **“HIRING OF PROFESSIONAL AGENCY / FIRM FOR BENCHMARKING OF ELECTRICAL POWER CONSUMPTION IN AKWM COLLIERY INCLUDING COLONY AND OFFICES”**

2] EARNEST MONEY :24415/-

3) Security Deposit: Security Deposit should be 10% of Contract amount and should be submitted within 7 days of receipt of LOA by the successful bidders in any of the form given below:
(i) a Bank Guarantee in the form given in the bid document
(ii) Govt. Securities, FDR or any other form of deposit stipulated by the owner.
(iii) Demand draft drawn in favour of BCCL Dhanbad on any Scheduled / Nationalised banks payable at Dhanbad.

4] Date of commencement:

5] Date of completion:

Proforma for Execution of Agreement (On stamp paper of Rs 100/-)

This Agreement is made onday ofbetween the BCCL Dhanbad (A Subsidiary of Coal India Limited), having its registered office at Dhanbad (hereinafter called the 'COMPANY' which expression shall ,unless repugnant to the subject or context, include its successors and assignees) of the one part and (Name of the contractor) Shri / M/scarrying on business as a (partnership / proprietorship / Ltd. Co. etc.) firm under the name and style of the other part (hereinafter called the 'said Contractor which expression shall unless the context requires otherwise include them and their respective heirs, executors, administrators, and legal representatives) of the other part.

WHEREAS the Company invited the tenders for the work of "....."and whereas the said Contactor / Firm submitted tender for the said work and deposited a sum of Rs.....as Earnest Money and whereas the tender of the said contract has been accepted by the company for execution of the said work.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the tender papers hereinafter referred to.

2. The following documents which are annexures to this agreement should be deemed to form and be read and construed as part of this agreement viz.

- (i) Annexure-A (Tender Notice (Page no. to)
- (ii) Schedule –A General Terms & Conditions, Special Conditions and General Technical specification(Page ... to....)
- (iii) Schedule-B Scope of work (Page.. to....)
- (iv) Schedule-C Negotiation letters
- (v) Schedule-D Letter of Acceptance / Work order (Page ... to ...)

3. In consideration for the payment of the sum of Rs(Value of work both in words and figures) or such other sum as may be arrived at under the clause of the specification relating to Payment by items measurements at unit prices by the Company, the said bidder shall, subject to the terms & condition contained herein execute and complete the work as described and to the extent of probable scope of work as indicated in Schedule-B with such variations by way of alteration, addition to or reduction from the said works.

4. IN WITNESS WHEREOF THE parties herein have set their hands and seals the date and year above written.

- 1. Partner Signature
- 2. Partner Signature

On behalf of M/s,

The Contractor, as one of the constituted attorney,

In the presence of -

- 1. Name ----- Signature

Address :

Occupation :

Signed by Sri on behalf of BCCL Signature

In presence of

1. Name

Signature

2. Address:

Judicial Stamp Paper of Rs.100/-

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 BCCL.
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 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 / de listing of our firm and all partners of the firm etc.

Signature of the Tenderer

Dated -----

SEAL OF NOTARY

Part-II (Price-Bid)

NAME OF WORK :-

"ELECTRICAL ENERGY AUDIT AND BENCHMARKING OF ELECTRICAL POWER CONSUMPTION OF AKWM COLLIERY OF KATRAS AREA INCLUDING COLONY AND OFFICES"

GENERAL ABSTRACT OF COST PROJECT WISE

S.No	SCOPE OF WORK	AMOUNT
1.	The scope Of work Will include :- (A.) "BENCHMARKING OF ELECTRICAL POWER CONSUMPTION IN AKWM COLLIERY INCLUDING COLONY AND OFFICES" (B) SERVICE TAX ON ABOVE	TOTAL JOB

DATE:-

Signature & Seal of Tenderer

INTEGRITY PACT

Between

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

And

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

Preamble

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

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

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - i) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - ii) The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 - iii) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder/Contractor

- (1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- i) The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - ii) The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - iii) The Bidder/Contractor will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - iv) The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The

severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

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

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

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

Section 4 – Compensation for Damages

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

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

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

Section 5 – Previous transgression

1.The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2.If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.**Section 6–Equal treatment of all Bidders/Contractor/Subcontractor**

1.The Bidder/Contractor undertakes to demand form all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

2.The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.

3.The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 – External Independent Monitor/Monitors

(three in number depending on the size of the contract)
(to be decided by the Chairperson of the Principal)

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

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations

7. Monitor shall be entitled to compensation on the same terms as being extended to/provided to Outside Expert Committee members/Chairman as prevailing with Principal.

8. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within

reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

9. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

1.This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of thePrincipal, i.e. Dhanbad.

2.Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3.If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

4.Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

For the Principal

For the Bidder/Contractor

Place.....

Witness 1 :

Date

Witness 2 :

