

**TENDER DOCUMENT FOR
TRANSPORTATION OF POWDERED MAGNETITE
FROM
JADUGUDA PLANT OF M/s UCIL TO DIFFERENT WASHERIES OF
BCCL**



BHARAT COKING COAL LIMITED

(A MINIRATNA COMPANY)

(A Subsidiary of Coal India Limited – A Maharatna Company)

REGD.OFF: KOYLA BHAWAN, KOYLA NAGAR

DHANBAD-826005

CIN: U10101JH972G01000918

CONTRACT MANAGEMENT CELL

Level - V, KOYLA BHAWAN, BCCL

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BHARAT COKING COAL LIMITED

(A Mini Ratna Company)

CONTRACT MANAGEMENT CELL

Level – V Koyla Bhawan, Koyla Nagar, Dhanbad-826005

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NIT No.: BCCL/CMC/F-e-NIT/ Tptn-17/Magnetite/2016/536

Dated: 19.10.2016

e- NOTICE INVITING TENDER

Transportation - 17

1. Digitally signed and encrypted E-Tenders are invited under Two Part system followed by Reverse Auction process (RAP) on-line on the e-tendering portal of CIL <https://coalindiatenders.nic.in> from the reputed and experienced contractors for the following work:

Description of work	Quantity	Estimated value	Earnest Money/ Bid Security	Period of Work
Transportation of powdered Magnetite from Jaduguda Plant of M/s UCIL to different washeries of BCCL.	14000 MT	Rs. 1,26,77,700.00	Rs 63,400.00	730 Days

Note: **The Bid document will be available on the following websites for downloading at free of cost.**

1. <https://coalindiatenders.nic.in>
2. <http://www.bcclweb.in>
3. <http://eprocure.gov.in>

2. Time Schedule of E-Tender:

Sl. No.	Particulars	Date (DD/MM/YYYY)	Time (HH:MM)
1	Date of NIT	19.10.2016	--
2	Tender e-Publication date	07.11.2016	10:00
3	Document download start date	07.11.2016	10:00
4	Document download end date	28.11.2016	17:00
5	Bid Submission start date	08.11.2016	10:00
6	Bid submission end date	28.11.2016	17:00
7	Start date for seeking Clarification online	07.11.2016	10:00
8	Last date for seeking Clarification online	21.11.2016	17:00
9	End date of providing clarification by BCCL online	25.11.2016	17:00
10	Date of Opening of Tender [Cover-I(technical bid) and Cover-II (price bid)]	02.12.2016	11:00
11	Start date of Reverse Auction	02.12.2016	13:00

Note: If the numbers of bids received online is found to be less than Three (03) on end date of bid submission then the following critical dates of the tender will be automatically extended initially for a period of two days ending at 17:00 hrs and if the number of bids still remains less than three then for another five days ending at 17:00 hrs:

- Last date of submission of Bid
- Last date of submission of EMD
- Date of opening of Tender

If any of the above extended Dates falls on Holiday i.e. a non-working day as defined in the e-Procurement Portal then the same is to be rescheduled to the next working day.

This extension will be also applicable in case of receipt of zero bid.

In these extended periods any new bidder can submit his/their tender online. However, the existing bidder(s) will be allowed to modify his/their submission as per provision of Clause 12 of NIT.

The validity period of tender should be decided based on the final end date of submission of bids.

The auto extension shall work on the basis of number of bids received only. (It may so happen that any of these bids may be eventually rejected during Tender Opening, Technical evaluation or further process of evaluation resulting the total number of valid bids becoming less than three.)

After two extensions, the tender shall be opened irrespective of available number of bids on the extended date of opening of tender.

3. Deposit of EMD:

The bidder will have to make the payment of EMD through ONLINE mode only. No Offline mode of Payment of EMD/Bid security shall be applicable and acceptable.

In online mode the bidder can make payment of EMD either through net-banking from designated Banks/s or through NEFT/RTGS from any scheduled Bank. In case of payment through net-banking the money will be transferred to BCCL's designated Account. In case of payment through NEFT/RTGS the bidder will have to make payment as per the Challan generated by system on e-Procurement portal and will have to upload the document regarding UTR number before submission of bid. Bidder will be allowed by the system to submit the bid only when the EMD is successfully received in pool A/c of BCCL at Axis bank as detailed below and the information flows from Bank's Server to e-Procurement portal.

Name of Account	Bharat Coking Coal Ltd.
A/c no.	916020018466854
Name of Branch	Axis Bank, Bank More
IFSC/RTGS Code	UTIB0000172
MICR Code	826211002
E-mail	etendering@axisbank.com

4. Seeking online Clarification by Bidder:

The bidder may seek clarification online within the specified period. The identity of the bidder will not be disclosed by the system. The department will clarify as far as possible only the relevant queries of bidders within specified period. The clarifications given by department will be visible to all the bidders intending to participate in that tender.

5. Eligible Bidders:

The invitation for bid is open to all bidders including an Individual, Proprietorship firm, Partnership firm, Company or a Joint Venture/Consortium having eligibility to participate as per eligibility criteria stipulated in **clause No. 6** of NIT and having Digital Signature Certificate (DSC) of minimum class-II type (with signing & encryption certificate) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA.

The bidders must accept unconditionally the **User Portal Agreement** on-line in order to become an eligible bidder. The format of User Portal Agreement is enclosed at Annexure-F. This will be a part of agreement and No conditional tender bid shall be accepted.

Note: Joint Venture/Consortium: Two or three companies/contractors may participate in the tender as Joint Venture (JV)/Consortium (Format of JV/Consortium Agreement is at Annexure - L). However, the Joint Venture/Consortium has to enroll as a separate bidder in its own name & style in the e-tendering portal of CIL <https://coalindiarenders.nic.in> Joint Ventures/Consortiums must comply with following requirements along with requirement as at point no **2.2 of ITB**:

- 5.1 The minimum qualification requirements for Joint Ventures/Consortium: The qualifying criteria parameters e.g. experience, financial resources etc of the individual partners of the J.V./Consortium will be added together and the total criteria should not be less than as spelt out in qualification criteria
- 5.2 The formation of Joint Venture/Consortium or change in the Joint Venture/Consortium character/partners after submission of the bid and any change in the bidding regarding Joint Venture/Consortium will not be permitted.
- 5.3 Joint Venture/Consortium Agreement should legally bind all partners jointly and severally.

- 5.4. The pre-qualification of a joint venture/Consortium does not necessarily pre-qualify any of its partners individually or as a partner in any other joint venture/Consortium or association. In case of dissolution of a joint venture/Consortium, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.
- 5.5. The JV/Consortium Agreement must include the relationship between joint venture/Consortium partners in the form of JV/Consortium 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/Consortium. Such JV/Consortium 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.
- 5.6. 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 a Power of Attorney signed by legally authorized signatories of all the partners.
- 5.7. The JV/Consortium 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/Consortium and the entire execution of the contract shall be done with active participation of the Lead Partner.
- 5.8. The contract agreement should be signed jointly by each Joint Venture/consortium Partners. An entity can be a partner in only one Joint Venture/consortium. Bid submitted by any Joint Venture/consortium including the same entity as partner in the same tender will be rejected. Also, a partner/entity of a JV/Consortium cannot submit bid in the same tender independently. In such situation bids of the partner/entity and the JV/Consortium both will be rejected.
- 5.9. The J V/Consortium agreement may specify the share of each individual partner for the purpose of execution of this contract. This is required only for the sole purpose of apportioning the value of the contract to that extent to individual partner for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that tender.

6. Eligibility Criteria:

A. Work Experience:-

The bidder must have in its name or proportionate share as a member of Joint Venture/consortium, experience of having successfully executed (includes completed / ongoing) works of similar nature valuing either 65% of the annualised estimated cost of the work put to tender (for period of completion over 1 year) / 65% of the estimated cost of work put to tender (for period of completion up to 1 year), in any year (a 'year' in this context is a continuous period of 365 days starting at any date of the year) during last 7(seven) years ending last day of month previous to the one in which bid applications are invited.

Similar nature of work shall mean: Excavation/Transportation/Loading/Removal of Coal/Overburden/ Shale/ Extraneous material/ Sand/ Magnetite/ Minerals etc. by mechanical means or Crushing of coal or any other minerals by crusher.

Note: Crushing experience will only be taken into account against work experience when the tendered work includes item of crushing through hired mobile crusher or maintenance of feeder breaker for crushing.

"Annualized Estimated cost" of the work shall be calculated as the "(Estimated Cost /Period of completion in days) x 365".

For updation, cost of previous executed works shall be given a simple weightage of 5% per year to bring them at current price level. The year can be considered as suitable consecutive 365 days till the last day of month previous to one in which e-Tender has been invited. Updation will be considered for full or part of the year considering 365 days in a year till the last day of month previous to the one in which e-Tender has been invited.

Note:

1. Sub-contractors experience and resources will not be taken into account in determining the bidder's compliance with eligibility criteria.
2. In case the bidder is a Joint Venture/consortium, the above information in respect of each individual partner of Joint Venture/consortium may be furnished and the experience of Joint Venture/consortium will be assessed by adding the information furnished by the bidder.
3. In case the bidder is a Joint Venture/consortium, the work experience of any or all of the individual partners of Joint Venture/consortium may be furnished to evaluate the work

experience of the bidder. In case of Joint Venture/consortium, if work experiences of all the partners are not submitted the system will not disqualify the Joint Venture/consortium and instead shall consider assuming a value of zero for partner/partners who has/have not submitted the experience value.

In respect of the above eligibility criteria the bidders are required to furnish the following information online:

a) Experience of similar nature work:

- i. Start date of the year for which work experience of bidder is to be considered for eligibility.
- ii. Start date & end date of each qualifying experience (similar nature).
- iii. Work Order Number/Agreement Number of each experience
- iv. Name & address of Employer/Work Order Issuing authority of each experience
- v. Percentage (%) share of each experience (100% in case of an Individual/proprietorship firm or a partnership firm or an entity registered as company under the Companies Act, 1956 and the actual % of share in case of a Joint Venture/Consortium).
- vi. Executed Value of work against each experience.
- vii. In case the bidder is a Joint Venture/Consortium, the work experience of any one, two or three of the individual partners of JV/Consortium or the JV/Consortium itself may be furnished as the work experience of the bidder.

Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT):

Satisfactory Work Completion/ Executed Certificate (includes completed / ongoing works) issued by the employer against the Experience of similar work containing all the information as sought on-line with all relevant Work order(s).

BOQ and/ or TDS may be sought during clarification or along with deficient documents.

B. Working Capital:

The bidder must produce evidence of possessing adequate working capital (at least 20% of the "Annualized Estimated Cost or the Estimated Cost put to tender whichever is less" of this work) inclusive of access to lines of credit and availability of other financial resources to meet the requirement. The bidder should possess the working capital within three months prior to the date of opening of tender.

In respect of the above eligibility criteria the bidders are required to furnish the following information on-line:

- (i) Amount of available working capital inclusive of lines of credit and availability of other financial resources.
- (ii) Date on which the Bidder possesses the required working capital
- (iii) Name of the Chartered Accountant (CA)
- (iv) Membership number of the CA who certifies the bidder's working capital on a particular date
- (v) Date of issue of Certificate.
- (vi) In case the bidder is a Joint Venture/Consortium, the working capital of the individual partners of the JV/Consortium will be added together and is to be furnished as the working capital of the bidder.

Scanned Copy of Documents to be uploaded by bidders (CONFIRMATORY DOCUMENT)

Certificate of Working Capital issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India containing the information as furnished by bidder on- line.

Note:

1. In case the bidder is a Joint Venture/consortium, the above information in respect of each individual partner of Joint Venture/consortium may be furnished and the working capital of all partners will be added by the system to calculate the Working Capital of the bidder.
2. In case of JV/Consortium, if working capital of all the partners is not submitted the system will not disqualify the JV/Consortium and instead shall consider assuming a value of zero for partner/partners who has/have not submitted the working capital certificate.

C. Fleet/Equipment Requirement:

The bidder is required to give an undertaking in the form of an Affidavit in the prescribed format **given in Annexure-B of Tender Document** to deploy matching equipment / Tipppers / Pay loader etc. as indicated below either owned or hired.

Description	Minimum Fleet requirement for the work
Tipper (Nos / Capacity)	12 Nos/ 120 Te

In respect of the above eligibility criteria the bidders are required to furnish the following information on-line:

Confirmation in the form of YES/NO regarding acceptance to deploy matching equipment/tippers/pay loaders etc. as per NIT either owned or hired.

Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT):

An affidavit confirming acceptance to deploy matching equipment/ tippers/pay loaders etc. as per NIT either owned or hired **in the prescribed format given in Annexure-B of Tender Document**. The affidavit is to be sworn before the Notary Public / Executive Magistrate.

D. Permanent Account Number (PAN):

The bidder should possess a Permanent Account Number (PAN) issued by Income tax Department.

In case of JV/Consortium, all the partner should possess PAN.

In respect of the above eligibility criteria the bidders are required to furnish the following information online:-

Confirmation in the form of YES/NO regarding possessing PAN

Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT):

- i. PAN card issued by Income Tax department, Govt. of India.
- ii. In case of JV/Consortium, PAN Card for each individual partner of JV/Consortium.

Note:

In case the work is awarded to a Joint Venture/Consortium participating in the tender they have to submit PAN on the name of the Joint Venture/Consortium after Award of Work at the time of execution of agreement/ before the payment of first running on account bill.

E. Certificate of registration with provident fund authorities:

The bidder should possess a certificate of registration issued by provident fund authorities.

In case of JV/Consortium, all the partner should possess certificate of registration issued by provident fund authorities.

In respect of the above eligibility criteria the bidders are required to furnish the following information online:-

Confirmation in the form of YES/NO regarding possessing Certificate of registration with provident fund authorities.

Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT):

- i. Certificate of registration with provident fund authorities.
- ii. In case of JV/Consortium, Certificate of registration with provident fund authorities for each individual partner of JV/Consortium.

Note:

In case the work is awarded to a Joint Venture/Consortium participating in the tender they have to submit certificate of registration issued by provident fund authorities on the name of the Joint Venture after Award of Work at the time of execution of agreement/ before the payment of first running on account bill.

F. Certificate of registration with Service tax department (PAN based):

The bidder should possess a certificate of registration issued by service tax department. In case of JV/Consortium, all the partner should possess Certificate of registration with Service tax department (PAN based).

In respect of the above eligibility criteria the bidders are required to furnish the following information online:-

Confirmation in the form of YES/NO regarding possessing Certificate of registration with Service tax department (PAN based).

Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT):

- i. Certificate of registration with provident fund authorities.
- ii. In case of JV, Certificate of registration with Service tax department (PAN based) for each individual partner of JV/Consortium.

Note:

In case the work is awarded to a Joint Venture/Consortium participating in the tender they have to submit PAN based Service Tax registration on the name of the Joint Venture/Consortium after Award of Work at the time of execution of agreement/ before the payment of first running on account bill.

G. General Essential Requirements:

In order to qualify in the tender the bidders have to accept the following conditions:

- i. All the Terms and Condition of the NIT and Tender Document Unconditionally on line in the form of User Portal Agreement.
- ii. Expected values of each of the General Technical Evaluation (GTE) items.
- iii. To upload online the scanned copy of documents, as specified in the NIT for evaluation as per the clause 7 of the NIT

Data to be furnished by Bidder on-line:

- i. Confirmation in the form of **Agree/Disagree** for accepting user portal agreement
- ii. Confirmation in the form of **Yes/No** for each GTE item

Technical evaluation by the System:

System will capture data in the **Agree/Disagree** OR **YES/NO** format from the bidder and will decide the eligibility for (i) & (ii) above.

For (iii), the confirmatory documents will be downloaded and evaluated. The outcome is to be uploaded on line in Confirmatory Document page.

7. Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT) during online bid submission:

Digitally signed scanned copy of the following documents tabulated below must be uploaded by all bidders during online submission of the bid under Cover-I (Part-I).

Sl No	Eligibility Criteria	Information to be furnished by bidder on line	Digitally signed Scanned copy of documents, to be uploaded in support of information/ declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document
1	Earnest Money Deposit (Ref. Clause No. 3 of NIT)	-	Bidder will have to upload the document regarding UTR number before submission of bid

SI No	Eligibility Criteria	Information to be furnished by bidder on line	Digitally signed Scanned copy of documents, to be uploaded in support of information/ declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document
2	Legal Status of the bidder	Confirmation in the form of Yes/NO for possessing the supporting documents	<p><u>Any one of the following document:</u></p> <ol style="list-style-type: none"> 1. Affidavit or any other document to prove proprietorship/Individual status of the bidder 2. Partnership deed containing name of partners 3. Memorandum & Article of Association with certificate of incorporation containing name of bidder 4. Joint Venture/Consortium agreement containing name of partners and lead partner, Power of Attorney to the Lead Partner and share of each partner. (Annexure-L).
3	Contractors bid	Confirmation in the form of Yes/NO	Contractor's Bid and Acceptance of Bid Conditions on bidder's letter head as per Performa given at Annexure-A of the bid document.
4	FLEET REQUIREMENT (Ref. Clause No. 6 C of NIT)	Confirmation in the form of Yes/NO.	An affidavit confirming acceptance to deploy matching equipment/tippers. as per NIT requirement either owned or hired in the Performa given in the bid document at Annexure-B .
5	Affidavit for commitment, genuineness of the information furnished and authenticity of documents uploaded during bidding process.	Confirmation in the form of Yes/NO.	An undertaking regarding genuineness of the information furnished by him on-line and authenticity of the scanned copy of documents uploaded by him on-line in support of his eligibility, as per the format provided in Annexure-C
6	Valid Digital Signature Certificate	Confirmation in the form of Yes/NO for possessing the supporting documents	If the bidder himself is the DSC holder bidding on-line then no document is required. However, if the DSC holder is bidding online on behalf of the bidder then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder
7	Mandate Form for Electronic Fund Transfer.		E- Mandate form duly filled in as per Performa of Annexure-D be uploaded under Cover-I

Sl No	Eligibility Criteria	Information to be furnished by bidder on line	Digitally signed Scanned copy of documents, to be uploaded in support of information/ declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document
8	THE WORK EXPERIENCE: (Ref. Clause No. 6 A of NIT)	<ol style="list-style-type: none"> 1. Start date of the year for which work experience of bidder is to be considered for eligibility. 2. Start & end date of each qualifying experience (similar nature) 3. Work Order/Agreement Number of each experience 4. Work Order Issuing authority of each experience 5. % share of experience (100% in case proprietor or a partner in a partnership firm or the actual % of share in case of a Joint Venture/Consortium). Executed Value of work against each experience 	<p>Satisfactory Work Completion/ Executed Certificate (includes completed / ongoing works) issued by the employer against the Experience of similar work containing all the information as sought on-line with all relevant Work order(s).</p> <p>BOQ and/or TDS may be sought during clarification or along with deficient documents.</p>
9	The Availability of Working Capital (Ref. Clause No. 6 B of NIT)	<ol style="list-style-type: none"> 1. Amount of available working capital inclusive of lines of credit and availability of other financial resources 2. Date on which the bidder possesses the required working capital 3. Date of issue of W.C. Certificate by CA 4. Name of the Chartered Accountant (CA) 5. Membership Number of CA who certifies the bidder's working capital 	Certificate of Working Capital issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India containing the information as furnished by bidder on- line.
10	Valid Permanent Account Number (PAN) (Ref. Clause No. 6 D of NIT)	Confirmation in the form of Yes/NO for possessing the supporting documents	<p>PAN card issued by Income Tax department, Govt. of India</p> <p><i>(In case of JV/Consortium, PAN card for each individual partner of JV/Consortium)</i></p>
11	Certificate of registration issued by provident fund authorities (Ref. Clause No. 6 E of NIT)	Confirmation in the form of Yes/NO for possessing the supporting documents	<p>Certificate of registration issued by provident fund authorities in favor of bidder</p> <p><i>(In case of JV/Consortium, Certificate of registration issued by provident fund authorities for each individual partner of JV/Consortium)</i></p>
12	Certificate of registration with Service tax department (PAN based) (Ref. Clause No. 6 F of NIT)	Confirmation in the form of Yes/NO for possessing the supporting documents	<p>Certificate of registration with Service tax department (PAN based) in favor of bidder.</p> <p><i>(In case of JV/Consortium, Certificate of registration with Service tax department (PAN based) for each individual partner of JV/Consortium)</i></p>

SI No	Eligibility Criteria	Information to be furnished by bidder on line	Digitally signed Scanned copy of documents, to be uploaded in support of information/ declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document
13	Integrity Pact	Confirmation in the form of Yes/NO towards acceptance of Integrity Pact as per format given in Annexure-H .	Digitally signed scanned copy of Integrity Pact as per format given in Annexure-H
14	Any other document to support the qualification information as submitted by bidder on-line.		

Note:

1. Only one file in .pdf format can be uploaded against each eligibility criteria. Any additional/ other relevant documents to support the information/declaration furnished by bidder online against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria.
2. Technical evaluation by the System :
The confirmatory documents will be downloaded and evaluated. The outcome is to be uploaded on line in Confirmatory Document page.

8 SUBMISSION OF BID:

- 8.1 All the bids are to be submitted online in the e-procurement portal of CIL <https://coalindiatenders.nic.in>. No bid shall be accepted off-line.
- 8.2 In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal of CIL <https://coalindiatenders.nic.in> with valid Digital Signature Certificate (DSC) of minimum class-II type (with signing & encryption certificate) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India which can be traced up to the chain of trust to the root certificate of CCA.
The online Registration of the Bidders on the portal will be free of cost and one-time activity only.
The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person.
The Joint Venture/Consortium has to enroll as a separate bidder in its own name & style.
- 8.3 The bidder shall refer the home page of e-tending portal of CIL <https://coalindiatenders.nic.in> for on line registration and online bidding and may further seek assistance from the help desk team (details are available in the portal).
- 8.4 The bidder shall refer Bidder Manual Kit/Help For Contractors/Information about DSC/FAQ and other sections in home page of e-tending portal of CIL <https://coalindiatenders.nic.in>.
- 8.5 The bidders will have to accept unconditionally the online User Portal Agreement which contains the acceptance of all the Terms and Conditions of NIT including General and Special Terms & Conditions, Integrity Pact and other conditions, if any, along with online undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder online in order to become an eligible bidder. No conditional bid shall be allowed/accepted. This User Portal Agreement will be a part of NIT/Contract Document.
- 8.6 If any information/declaration furnished online by the bidder against eligibility criteria is found to be wrong at any stage which changes the eligibility status of the bidder penal action as mentioned in Annexure-C will be applicable.
- 8.7 Bidder will have to submit EMD as per clause no 3 of NIT.
- 8.8 The qualification in bid will also be subject to the receipt and acceptance of EMD within schedule date and time as mentioned in the NIT. BCCL shall not be responsible for any delay in receipt of EMD.
- 8.9 The information will be provided by the bidder by filling up relevant data through a form in an objective and structured manner. The software will use the information provided by the bidders to evaluate the technical bid automatically.

- 8.10** If the bidder himself is the DSC holder bidding on-line then no document is required. However, if the DSC holder is bidding online on behalf of the bidder then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder.
- 8.11** For online submission of tender the bidders will have to upload "Letter of Bid", all the confirmatory documents as prescribed in the NIT and Technical Parameter Sheet (TPS) (if applicable) in Cover-I and only "Price-bid" in Cover-II.
- i) **Letter of Bid:** The format of Letter of Bid (as given in the **Annexure-A of Tender Document**) will be downloaded by the bidder and will be printed on Bidder's letter head and the scanned copy of the same will be uploaded during bid submission in cover-I. This will be the covering letter of the bidder for his submitted bid. The content of the "Letter of Bid" uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information.
The Letter of bid will be digitally signed by DSC holder submitting bid online and it does not require any physical signature. However, if the Letter of Bid (LoB) bears the physical signature in addition to the digital signature of DSC holder, it will be accepted without questioning the identity of person signing the Letter of Bid.
- ii) **Technical Parameter Sheet (TPS) (If applicable):** The Technical Parameter Sheet containing the technical specification parameters for the tendered work/service will be in Excel format (password protected). This will be downloaded by the bidder and he will furnish all the required information on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission in General Technical Evaluation (GTE). The Technical Parameter Sheet which is incomplete and not submitted as per instruction given above will be rejected.
- iii) **Confirmatory Documents:** All the confirmatory documents as enlisted in the NIT in support of online information submitted by the bidder are to be uploaded in cover-I by the bidder while submitting his/her bid.
- iv) **Price bid:** The Price bid containing the Bill of Quantity will be in .xls format (password protected). This will be downloaded by the bidder and he will quote the rates for all items on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission in Cover-II. The Price-bid will be in Item Rate BOQ format and the bidder will have to quote for all the tendered items and the L-1 will be decided on overall quoted value (i.e. Cost to company). The Price-bids of the tenderers will have no condition. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected.
- 8.12** If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded by the department with NIT document, then the bid will be rejected. However inclusion of any additional redundant information by the Bidder in the submitted Letter of Bid (LOB), which does not contradict the content and spirit of original format of LOB uploaded by department will not be a cause of rejection of his/her bid.
- 8.13** It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-tender portal. Under any circumstances, BCCL shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.

9. OPENING OF BID AND EVALUATION OF TENDER:

A. OPENING OF BID

- i) Tender [**Cover-I** (Technical Bid) and **Cover-II** (Price Bid)] will be decrypted and opened online on the prescheduled date and after the prescheduled time of tender opening. After opening of bid the system will show the lowest rate quoted by bidder (L1).
- ii) The e-Procurement System will evaluate the Technical bids automatically on the basis of relevant data provided by bidder through a form in an objective and structured manner while submitting bid. If the parameter given by bidder in objective and structured manner does not confirm to required eligibility criteria as specified in the tender document then the bid will be automatically rejected by the system. The system will automatically upload the technical opening summary and technical evaluation summary.
- iii) Acceptance of Bidder in a general form of online declaration will be recognized and accepted as the certification regarding authenticity of all the information and documents furnished by them online and acceptance of all terms and conditions of the bid document, since such acceptance by Bidder with Digital Signature Certificate is legally tenable.

iv) **REVERSE AUCTION PROCESS:**

1. Reverse Auction will be initiated after opening of price bids.
2. There will be no participation fees for e-Reverse auction.
3. Upon opening of the price bids, a reverse auction platform will be created, displaying only the L1 price received. No indication will be available in the portal to anybody regarding number of bids and names of the bidders.
4. System displays L1 cost to company price automatically in auction creation form and allows Tender Inviting Authority (TIA) to edit the value as 'start bid' price. For the time being L1 Price or approved estimated cost+10%, whichever is lower will be the start bid price. If the L-1 price is higher than the Start Bid Price (Estimated+10%) and the RAP is not triggered within the scheduled time, the cases will be retendered.
5. The L1 price / start bid price is cost to the company price on which the auction will be initiated. On completion of reverse auction, the L1 bidder has to submit break up of prices conforming to the lowest landed rate quoted by him in the reverse auction.
6. Once reverse auction gets over all the bidder(s) who have participated in the reverse auction have to upload the Breakup of cost to company Prices in the confirmatory documents. The detailed Break-up of offered cost to company price, uploaded by the bidder shall be considered and order, if placed, shall be with the same break-up of prices. The bidder(s) after reverse auction will be responsible to ensure that the cost to company rate as per the breakup of prices provided by him after the reverse auction and the cost to company rate offered by him in the reverse auction is exactly same. The bidder will not be allowed to increase the rate of any item while submitting the break up. While giving the break up, the bidder will have to consider same rate of taxes and duties as quoted while submitting the e price bid. In case the bidder(s) fail(s) to submit the break-up of cost to company price within a stipulated time or the break up given by bidder does not match with total offered price, the Company will be at liberty to place order by proportionately reducing item rates on basis of the breakup of the e-price bid submitted by the bidder along with the initial offer and the same will be binding on the bidder. The reverse auction will be conducted on the composite cost to company price.
7. The decrement value will be 0.5 % of the start bid price with minimum of Rs.1/-, as the system does not have a provision of taking amounts less than Rs.1/- as decrement value. The reduction shall have to be made as per decrement value or in multiple thereof. The maximum seal Percentage in one go will be fixed as 2% of Start bid price / last quoted price during reverse auction, whichever is lower.
8. Initial period of reverse auction will be two hours. There will be auto extensions of time every time by ten minutes in case of any reduction recorded in the last ten minutes. The reverse auction will come to a close only when there is no further reduction recorded in the last ten minutes slot.
9. System protects bid and bidder information till auction gets over and displays current L1 price to the bidder in auction hall.
10. System provides bidder details along with bid documents at the end of reverse auction process.
11. The log details of the entire reverse auction process will be generated by the system once the process of reverse auction is completed.
12. If a bidder does not submit his bid in the Reverse Auction, the price quoted by him in the price bid shall be considered as the valid price of that bidder. The status of the bidder (L1, L2 etc) shall be evaluated considering either the bid price submitted in Reverse auction or the Price quoted in the price bid, whichever is lower.
13. CIL will provide the calculation sheet (e.g.: EXCEL sheet) which will help to arrive at "Total Cost to CIL" by the vendor, like Taxes and duties, Insurance, Service tax etc, to enable them to fill-in the price and keep it ready for keying in during the Reverse auction.
14. The bid history shall reflect only the landed price. The landed price shall also not be same for two bidders even if any bidder makes such an attempt.
15. Only the chronologically last bid submitted by the bidder till the end of the auction shall be considered as the valid price bid of that bidder. Any bid submitted earlier by the bidder prior to submission of his last bid will not be considered as the valid price bid.
16. Server time shall be the basis of Start time & Closing time for bidding and shall be binding for all. This would be visible to all concerned.
17. On expiry of the closing of the auction, the bid history showing all the last valid bids offered along with name of the bidders shall be published. All bidders shall have the facility to see and get a print of the same for their record.

18. All electronic bids submitted during the reverse auction process shall be legally binding on the bidder. The chronologically last bid submitted by the bidder till the end of the auction will be considered as the valid price bid offered by that bidder and acceptance of the same by BCCL will form a binding contract between BCCL and the bidder for entering into a contract.
19. Conditional discounts shall not be considered. If a bidder offers a discount unilaterally after submission of bid, the discount shall not be considered for evaluation of offers but shall be availed if order is placed on such tenderer.
20. If the lowest price received during reverse auction is unreasonable or it is unacceptable on ground of being too high or too low compared with estimated price, the management reserves right to seek justification of the price from lowest bidder. If the price is not considered reasonable, management may not accept such bid and go for another tender process.
21. In case of disruption of service at the service provider's end while the RAP is online, due to any technical snag or otherwise attributable to the system failure at the server end, the RAP process will start all over again. In such a situation, the last recorded lowest price of prematurely ended RAP, will be the 'Start Bid' price for the restarted RAP. The prices quoted in the prematurely ended RAP will be binding on all the bidders for consideration, if the restarted RAP does not trigger within the stipulated time.
Disruption and restarting of RAP shall be intimated to all the bidders through system/SMS/e-mail through e procurement portal. All the time stipulations of normal RAP will be applicable to the restarted RAP.

10. Tender Status:

It will be the bidder's responsibility to check the status of their Bid online regularly, after the opening of bid till award of contract. Additionally, information shall also be sent by system generated e-mail and SMS at nodal points (Date of bid opening, Requisition for Clarification on Confirmatory document from L-1 bidder, award of work etc.). No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of Confirmatory documents within prescribed time. The Tender Status will be in public domain and anyone visiting the site can view it by identifying the tender.

11. Bid Validity:

The validity of bids shall be not less than **120 (one hundred twenty)** days from the final end date of submission of bid considering all extensions, if there.

12. Modification and Withdrawal of Bid:

- 1 Modification of the submitted bid shall be allowed online only before the deadline of submission of tender and the bidder may modify and resubmit the bid online as many time as he/she may wish.
- 2 Bidders may withdraw their bid online within the end date of bid submission and their EMD will be refunded. However, if the bidder once withdraws his bid, he will not be able to resubmit the bid in that particular tender.
- 3 For withdrawal of bid after the end date of bid submission, the bidder will have to make a request in writing to the Tender Inviting Authority. Withdrawal of bid may be allowed till issue of work order/LOA with the following provisions of penal action:
 - (a) The EMD will be forfeited
And
 - (b) The bidder will be debarred for one (01) year from participating in tenders in BCCL.
The price bid of all eligible bidders including this bidder will be opened and action will follow as under:
 - (i) If the bidder withdrawing his bid is other than L1, the tender process shall go on.
 - (ii) If the bidder withdrawing his bid is L1, then re-tendering will be done

In case of above, a letter will be issued to the bidder stating that the EMD of bidder is forfeited, and this bidder is debarred for one (01) year from participating in tenders in BCCL. Penal action against clauses above will be enforced from the date of issue of such order.

4 The standard operating procedure to handle withdrawal of bid after end date of submission shall be as follows:

I. The Mode of Withdrawal:

A. Online Withdrawal of Bids:

- a. The system of online withdrawal is available on the portal up to end date of bid submission, where any bidder can withdraw his/her bid which will attract no penal action from department side.
- b. The system of online withdrawal beyond end date of bid submission and till award of contract is also available but not fully functional and under development stage. Once it is developed and implemented only online withdrawal shall be considered except for some exceptional cases as mentioned in clause below.

B. Offline Withdrawal of Bids:

- a. A partner of bidder (in case of JV/Consortium and partnership firms) whose DSC is registered on the e-Procurement portal can access the portal for online withdrawal but when there is a split in the business relationship, the partners whose DSC is not registered on the portal do not have the option of online withdrawal of bid. Hence such partners may opt to use offline method of withdrawal of his/her offer (or express his disassociation from the bidder organization).
- b. Till a fully functional system of online withdrawal of bid (beyond end date of bid submission and till award of contract) is not developed and implemented, offline withdrawal shall also be considered.

5 Acceptance of withdrawal: The Company will decide:

- a. Whether the request for withdrawal of offer has been received from right source and authentic. For this purpose, a letter is to be sent by registered post/speed post to the bidder on the address as given by him in the enrollment page of e-Procurement portal, allowing 10 days' time to confirm the withdrawal. If the bidder does not confirm the withdrawal within the stipulated period, then it should be construed that there is no withdrawal of bid. In case the withdrawal/disassociation from the firm (Joint Venture/Consortium or Partnership firm) has been submitted by any other partner then also the confirmation has to be sought from the bidder and if bidder wants to deny the withdrawal/disassociation from the JV/Consortium or the partnership firm then the bidder shall be required to furnish a legally acceptable document signed by all the partners of the firm to substantiate his claim.
- b. Whether the withdrawal is due to the reason other than to support any mala fide intention of any participating bidder such as participating or supporting a cartel formation etc.
- c. If the mala fide intentions in the withdrawal are apprehended then the tender should be cancelled apart from other penal action as specified in 3(a) & (b) above.
- d. If no mala fide intentions in the withdrawal are apprehended then the penal action as specified in 3(a) & (b) above shall be taken.

13. The Company reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.

14. This Tender Notice shall be deemed to be part of the Contract Agreement.

15. The Company does not bind itself to accept the lowest bid and reserves the right to reject any or all the bid without assigning any reasons whatsoever and to split up the work between two or more tenderers or accept the tender in part and not in its entirety, at its sole discretion.

16. Any corrigendum/date extension etc. in respect of this tender shall be issued on our website <https://coalindiatenders.nic.in> only. No separate notification shall be issued in the press. Bidders are therefore requested to visit said portal regularly to keep them updated.

In exceptional situations in case of any disruption of service in e-Procurement portal infrastructure or EMD payment infrastructure, for a considerable period, an extension of end date of Bid submission for a period of 1-3 working days may be done after normal resumption of services. Bid opening date will correspondingly be extended. This extension shall be effected by Application Administrator or by the Portal Service Provider for all the tenders which are affected or likely to be affected due to such disruption of services/infrastructure.

Such corrigendum/date extension etc. in respect of this tender, if issued, will become the part of Tender Document.

17. Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenders submitted by such Bidders who resort to canvassing shall be liable for rejection.
18. The tenderer shall have to ensure implementation of CMPF/EPF, as applicable, in respect of the workers deployed by him.
19. Matters relating to any dispute or difference arising out of this tender and subsequent contract awarded based on this tender shall be subject to the jurisdiction of District Court, Dhanbad.

20. Integrity Pact:

The bidders must accept the Integrity Pact as per format at **Annexure-H** of tender document. Digitally signed copy of Integrity Pact shall also be uploaded as mentioned in clause no 7 of NIT.

Name, address & contact No. of the Independent External Monitor(s):

Name: Prof (Dr) L.C. Singhi, IAS (Retd.)

Address: L-31, Third Floor, Kailash Colony, New Delhi-110048

21. Service Provider: Service Provider for this tender will be NIC.

Help Line at NIC: 1800 3070 2232

Mob: +91-7878007972 / +91-7878007973,

E-mail id: support.tender@nic.in

Help Desk at BCCL (On working days at working hours)

Level – VI, Koyla Bhawan, Koyla Nagar,

BCCL, Dhanbad-826005

Contact Person: **Mr. Tanmay Ball**

Mobile No : 07004812482/07866002586

E-mail id: bcclcmceprocurement@gmail.com

The bidder shall refer Bidder Manual Kit/Help for Contractors/ Information about DSC/FAQ and other sections in home page of e-tending portal of CIL <https://coalindiatenders.nic.in>

OUR AIM – QUALITY COAL TO CONSUMERS

-sd-
General Manager
Contract Management Cell

CC:

1. D(T)OP / D(T)P&P / D(F) / D(P) / CVO.
2. Prof (Dr) L.C. Singhi, IAS (Retd.), Address: L-31, Third Floor, Kailash Colony, New Delhi-110048
3. Sr.ES to CMD - for kind information of CMD.

Distribution:

1. **GM(System)** – With a request to arrange for uploads this NIT and Tender document in <http://eprocure.gov.in> as per requirement in full. The downloading facilities of NIT and Tender document should be available during downloading period. Soft copy enclosed.
2. **PRO**– with a request to arrange publication at the below mentioned places as per norms and guidelines of company:
 1. *Publication of General Information of Tenders in Newspapers*
 2. *Publication of abridged NIT in 'Tender Digest' (copy enclosed)*
 3. *Send a copy of NIT to Local Chamber of Commerce (copy enclosed)*
3. GM(Co-ordn) / GM(S&M) / GM(F)I/C / GM(M&M) / CGM(E&M) / GM(Excv) / GM(P&P) / GM(IE) (Copy of abridged NIT)
4. Sri R.K. Choubey, Sr.DEO, CMC Dept. - **to display this Notice in BCCL Website**
5. HOD (Admn) with a request to display Abridged NIT in Koyla Bhawan Notice Boards.
6. All CGMs/GMs of the Areas including Washery Zones for wide circulation through display in the Notice Boards.(Copy of abridged NIT)
7. GM (Production), CIL, Kolkata.(Copy of abridged NIT)
8. Kolkata offices of all Subsidiaries.(Copy of abridged NIT)
9. GM (Contract Management Cell), WCL/SECL/NCL/MCL/ECL/CCL.(Copy of abridged NIT)
10. NIC Help Desk , Level-6, Koyla Bhawan – Service Provider for e-tendering for CMC

-sd-
General Manager
Contract Management Cell

INSTRUCTIONS TO BIDDERS

1. SCOPE OF BIDDER

- 1.1 The **Bharat Coking Coal Limited** (referred to as Employer in these documents) invites bids for the works as mentioned in the Bid Notice. The Bidders should submit Bids for all the works mentioned in the Notice.
- 1.2 The successful Bidder will be expected to complete the Work(s) by the Intended Completion period specified in the Bid document/Notice.

2. ELIGIBLE BIDDERS

- 2.1 The invitation for bid is open to all bidders including an Individual, Proprietorship firm, Partnership firm, Company registered under Companies Act or a Joint Venture/Consortium. The bidders shall be eligible to participate only if they fulfill the qualifying/eligibility criteria specified in e-tender Notice. In a tender, a bidder shall participate in one bid only.
- 2.2 Joint Venture/Consortium: Two or three companies/ contractors may jointly undertake contract/contracts. Each entity will be jointly and severally responsible for completing the task as per the contract.
The format for Joint Venture/Consortium Agreement is enclosed as **Annexure-L**.

Joint Venture / Consortium details:

Name of all partners of a Joint Venture / **Consortium** (not more than 3):

1. Lead partner
2. Partner
3. Partner

Joint Venture /Consortium must comply the following requirements:

- i) The qualifying criteria parameter e.g. experience, financial resources (*of the relevant period*) and the equipment/fleet strength of the individual partners of the Joint Venture/consortium will be added together and the total criteria should not be less than as spelt out in qualifying/eligibility criteria as specified in e-tender Notice.
- ii) The formation of joint venture / Consortium or change in the Joint Venture /Consortium character/ partners after submission of the bid and any change in the bidding regarding Joint Venture /Consortium will not be permitted.
- iii) The bid, and in case of a successful bid - the agreement, 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 /Consortium Agreement providing the joint and several liabilities with respect to the contract.
- iv) The pre-qualification of a Joint Venture /Consortium does not necessarily pre-qualify any of its partners individually or as a partner in any other Joint Venture /Consortium or association. In case of dissolution of a Joint Venture /Consortium, 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 /Consortium partners in the form of JV / Consortium 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 /Consortium. Such JV / Consortium Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.
- vi) One of the partners shall be nominated as 'In-charge' of the contract and 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 / Consortium 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 /Consortium and the entire execution of the contract shall be done with active participation of the Lead Partner.
- viii) The contract agreement should be signed by each Joint Venture /Consortium Partners. Subsequent declarations/letters/documents shall be signed by lead partner authorized to sign on behalf of the JV/Consortium or authorized signatory on behalf of JV/Consortium.
- ix) An entity can be a partner in only one Joint Venture /Consortium. Bid submitted by Joint Venture /Consortiums including the same entity as partner will be rejected.

- x) The JV / Consortium agreement may specify the share of each individual partner for the purpose of execution of this contract. This is required only for the sole purpose of apportioning the value of the contract to that extent to individual partner for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that Bid.
 - xi) The earnest money / bids security bank guarantee must be submitted by the Joint Venture /Consortium.
 - xii) The JV / Consortium agreement must specifically state that it is valid for the project for which bidding is done. If JV/Consortium breaks up midway before award of work and during bid validity period bid will be rejected.
If JV / Consortium breaks up midway before award of work and during bid validity/after award of work/during pendency of contract, in addition to normal penalties as per provision of bid document, all the partners of the JV/Consortium shall be debarred from participating in future bids for a minimum period of 12 months.
 - xiii) JV / Consortium agreement shall be registered in accordance with law so as to be legally valid and binding on the members before making any payment.
 - xiv) JV / Consortium shall open a bank account in the name of JV / Consortium and all payments due to the JV / Consortium shall be credited by employer to that account only. To facilitate statutory deductions all statutory documents like PAN/TIN etc shall be submitted by JV / Consortium before making any payment.
- 2.3 The bidders shall have valid Digital Signature Certificate (DSC) of minimum class-II type (with signing & encryption certificate) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India which can be traced up to the chain of trust to the root certificate of CCA.
- 2.4 The bidders have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT and ITB, including General and Special Terms & Conditions, technical specifications, other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the bidder on-line in order to become an eligible bidder.

3. QUALIFICATION OF THE BIDDER

- 3.1 In the event that pre-qualification of potential bidders has been undertaken, only bids from pre-qualified bidders will be considered for award of contract.
- 3.2 If the employer has not undertaken pre-qualification of potential bidders, all bidders shall fulfill the eligibility / qualifying criteria as detailed at **clause 3, 6 & 7** of e-tender Notice. Such details shall be submitted as deliberated at e-tender Notice.
- 3.3 If the bidder is subsidiary of a company, the experience and resources of the holding company or its other subsidiaries will not be taken into account. However, if the bidder is a holding company, the experience and resources of its wholly owned subsidiaries will be taken into consideration.
- 3.4 Even though the bidders meet the above eligibility/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;

Note: The documents to be furnished by the bidder to prove that he is satisfying the qualification criteria laid down should all be in the bidders name except in cases where though the name has changed, owners continued to remain the same and in cases of amalgamation of entities and when a holding company relies on credential of its wholly owned subsidiary.

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 /Consortium or a Public Ltd./Private Ltd. company. 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, go through the mine plans / drawings / bore hole details connected to the work, if / as available and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution 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 Bidder has visited the site/Area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he actually visits the site/Area or not and has taken all the factors into account while quoting his rates.
- 6.3 It shall be deemed that the Bidder has got himself acquainted with the mining conditions (such as pumping, dewatering, firefighting etc.) and geological details available for the proposed work site.

7. CONTENT OF BIDDING DOCUMENTS

- 7.1 The set of bidding documents comprises the documents listed in below
 - i. e-Tender Notice,
 - ii. Instructions to Bidders,
 - iii. Conditions of Contract (General Terms & Conditions, Special Terms and Conditions etc.),
 - iv. Various Annexures, Forms of Securities, Affidavits, form of Article of Agreement etc,
 - v. Bill of Quantities,
 - vi. Integrity Pact
 - vii. e-Tender User Portal Agreement.
 - viii. Corrigendum, if any.

8. CLARIFICATION OF BIDDING DOCUMENTS

- 8.1 Prospective bidder requiring any interpretation or clarification of bidding document may seek clarification online within the specified period as per NIT or during pre-bid meeting (if any). The identity of the bidder will not be disclosed by the system. The department will clarify as far as possible only the relevant queries of bidders within specified period as per NIT. The clarifications given by department will be visible to all the bidders intending to participate in that tender.

9. AMENDMENT OF BIDDING DOCUMENTS

This provision will not be applicable for Transport works.

10. LANGUAGE OF BID

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

11. BID PRICES

- 11.1 The bidder shall closely study specification in detail and scope of work which govern the rates for which he is quoting. The Bidders shall offer for the whole Works as described in Sub-Clause 1.1, based on the Bill of Quantities. Based on priced bill of quantities submitted by the Bidder, the Employer reserves the right to allot whole or part of the work at their discretion and no claims, whatsoever, shall be entertained in this regard.
- 11.2 The price bid containing the bill of quantity will be excel format and will be downloaded by the bidder and he will quote the rates for all items/heads/sub-heads on this excel file as detailed at **8.11 (iv)** e-tender notice.
- 11.3 All duties, taxes (excluding Service Tax only) and other levies payable by the Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. All investments, operating expenses, incidentals, overheads, leads, lifts, carriages 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 Bid and/or any increase over the rate existing on the last date of submission of Bid 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. The details of such duties, taxes and other levies along with rates shall be declared by the bidder in the Price bid.

- 11.4 The item wise rate quoted shall be exclusive of service tax. Service tax will be paid extra, if payable. Payment of service tax by the service availer (i.e. BCCL), to the service provider would be made only on the latter submitting a Bill/Invoice in accordance with the provision of relevant service tax rules. CENVAT credit is to be availed by paying authority as per rule. Payment/deposit of service tax is the responsibility of the service provider.
- 11.5 The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document.

12. CURRENCIES OF BID AND PAYMENT

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

13. BID VALIDITY

- 13.1 The validity of bids shall be not less than 120 (one hundred twenty) days from the final end date of submission of bid considering all extensions, if there.
- 13.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidder(s) extend the period of validity for a specified additional period. The request and the bidder's response shall be 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 the period of extension, and in compliance with Clause 14 of ITB in all respects.

14. BID SECURITY/EARNEST MONEY DEPOSIT

- 14.1 The bidder shall furnish, as part of his bid, a Bid Security/Earnest Money of the amount as shown in e-tender notice and in the form as deliberated at Clause 3 of e-tender notice.
- 14.2. Any Bid not accompanied by an acceptable Bid Security/EMD shall be rejected by the employer as nonresponsive.
- 14.3 The EMD of rejected bidders will be refunded at any stage directly to the account from where it had been received (except the cases where EMD is to be forfeited).
- 14.4 The Bid Security / EMD of successful bidder may be retained and adjusted with performance security / security deposit at bidder's option.
- 14.5 The Bid Security/Earnest Money may be forfeited:
- a. if the Bidder withdraws the Bid after the end date of Bid submission during the period of Bid validity / extended validity with mutual consent; 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; **or**
 - iii. If the L-1 bidder does not accept the rate quoted by him in Reverse Auction or he fails to comply the provisions of clause 9(iv)6 of NIT.
- Additionally, the company reserves the right to debar such defaulting contractor from participating in future bids for a minimum period of 12(twelve) months.
- 14.6 The Bid Security/ EMD deposited with the Employer will not carry any interest.
- 14.7 No claim from the bidders will be entertained for non-receipt of the refund in any account other than the one from where the money is received.
- 14.8 If the refund of EMD is not received by the bidder in the account from which the EMD has been made due to any technical reason, then it will be paid through conventional system of e-payment. For this purpose, bidder should submit E-Mandate form as per Clause no.7 during bid submission.
- 14.9 In case the tender is cancelled then EMD of all the participating bidders will be refunded unless it is forfeited by the department.
- 14.10 If the bidder withdraws his/her bid online (i.e. before the end date of submission of tender) then his/her EMD will be refunded automatically after the opening of tender.

15. DEADLINE FOR SUBMISSION OF BIDS

- 15.1 Bids shall be submitted on line on the e-tendering portal of Coal India Limited <https://coalindiatenders.nic.in> within the date and time specified in the e-tender notice.
- 15.2 The employer may extend the deadline for submission of bids by issuing a corrigendum in accordance with provisions of e-tender notice/ITB, 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.

16. SIGNING AND SUBMISSION OF BID

- 16.1 The contractor's bid will be digitally signed by DSC holder submitting bid online and it does not require any physical signature. However, if the Contractor's bid bears the physical signature in addition to the digital signature of DSC holder, it will be accepted without questioning the identity of person signing the bid.
- 16.2 If the bidder himself is the DSC holder bidding on-line then no document is required. However, if the DSC holder is bidding online on behalf of the bidder then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder is required.
- 16.3 Submission of bid shall be as detailed at **clause 7 & 8** of e-tender notice.

17. MODIFICATION AND WITHDRAWAL OF BIDS

Modification and withdrawal of bid shall be guided by clause 12 of e-Tender Notice under the heading "**Modification and Withdrawal of Bid**".

18. BID OPENING

- 18.1 All bids are to be submitted on line only on the e-tendering portal of CIL <https://coalindiatenders.nic.in>
- 18.2 After successful submission of bid the Employer will open the bid as specified under **clause 9 of e-tender notice**.
- 18.3 In order to have ease of submission of reverse auction bid by the bidders, it is suggested that decrement value may be rounded off to nearest value as under:
For decrement values up to Rs.10/-, rounding off may be made to nearest rupee.
For decrement values from Rs.11/- to Rs.100/-, rounding off may be made to nearest 10.
For decrement value from Rs.101/- to Rs.1,000/-, rounding off may be made to nearest 100.
For decrement value from Rs.1,001/- to Rs.10,000/-, rounding off may be made to nearest 1000. and so on
- This is in continuation to clause no. 9(A)(iv)7 of NIT.

19. CLARIFICATION OF BIDS

- 19.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at the Employer's discretion, ask any Bidder for online clarification of the Bidder's Bid (uploaded document), including breakdowns of unit rates. The request for clarification on bidder's bid shall be online. The bidder shall upload digitally signed scanned copy of required document/response within the date specified online. No further extension for submission shall be allowed. The bidder will get clarification notice on their personalized dash board under '**upload confirmatory document**' link. Additionally information shall also be sent by system generated email and SMS, but it will be bidders responsibility to check the updated status/information on their personalized dash board at least once daily after opening of part-I. No separate communication will be required in this regard. Non receipt of email or SMS will not be accepted as reason for non-submission of clarification documents within prescribed time.
- 19.2 No document uploaded / presented by the bidder after closing date and time of submission of Bid will be considered unless otherwise called for during scrutiny /evaluation and shall be against online request only.

20 EVALUATION AND COMPARISON OF BIDS

- 20.1 Evaluation and comparison of Bids will be done by System on-line. The bidder shall also comply with system requirement as explained wherever in e-tender notice/tender document. Bid evaluation shall be done after taking into consideration overall quoted price by the bidder.
- 20.2 If the Bid of the successful Bidder is seriously unbalanced in relation to the Company's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the methods and schedule proposed.
- If the L-1 bidder offers suo-moto rebate on his quoted rates after Reverse Auction, it will be acceptable.
- After evaluation of the price analysis, the company may require that the amount of the performance security/security deposit is increased at the expense of the successful bidder to a level sufficient to protect the company against financial loss in the event of default on the part of the successful bidder under the contract.
- Such additional performance security shall be applicable if the bid price is below 15% of the estimated cost put to tender. The amount of such additional performance security shall be the difference between 85% of the estimated cost put to tender and quoted price.
- Such additional performance security shall be furnished by bidder along with normal performance security. Failure to submit such additional performance security may result into termination of the contract.

- 20.3 After opening of Price-bid and after finishing reverse auction, the documents submitted by L-1 bidder in cover I as enlisted in the NIT will be downloaded. The uploaded documents against information/ declarations furnished by the L1 bidder online will be examined as per relevant clauses. If it confirms to all of the information/ declarations furnished by the bidder online and does not change the eligibility status of the bidder, then the bidder will be considered eligible for award of Contract.
- 20.4 In case there is some deficiency in uploaded documents by L1 bidder then the same will be specified online indicating the omissions / shortcomings in the uploaded documents and indicating start date and end date allowing ten (10x24 hrs) days' time for online re-submission by L1 bidder. The L1 bidder will get this information on their personalized dash board under "**Upload Confirmatory Document**" link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder's responsibility to check the updated status/information on their personalized dash board regularly after opening of bid. No separate communication will be required in this regard. Non-receipt of email and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder will upload the scanned copy of all those specified documents in support of the information/declarations furnished by them online within the specified period of 10 (ten) days. If L1 bidder fails to submit the specified document/s in 10 (ten) days, 10 (ten) more days (10x24hrs) of time may be given clearly indicating omissions / shortcomings in the uploaded documents and indicating start date and end date for re-submissions of such document/s.
- 20.5 The tender will be evaluated on the basis of documents uploaded by L1 bidder online. The L1 bidder is not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.
- 20.6 In case the L1 bidder submits requisite documents online as per NIT and fulfills NIT requirement, then the bidder will be considered eligible for award of work/contract.
- 20.7 In case the L1 bidder fails to submit requisite documents online as per NIT or if any of the information/declaration furnished by L1 bidder online is found to be wrong during evaluation of scanned documents uploaded by bidder, which changes the eligibility status of the bidder, then his bid shall be rejected and EMD of L1 bidder will be forfeited.
- 20.8 In case the L1 bidder is technically eligible but rejection is due to high rate quoted by him/her then the tender shall be cancelled and retendered.
- 20.9 In case the L1 bidder is rejected due to noncompliance of confirmatory documents then the L-2 bidder will become L-1 bidder and confirmatory documents of this bidder shall be evaluated and the process shall be followed as mentioned in clause no. 20.3 to 20.7 above.
- 20.10 The process as mentioned at clause 20.9 above shall be repeated till the work is either awarded or all the eligible bidders are exhausted.
- 20.11 In case none of the bidder complies the technical requirement, then re-tender will be done.
- 20.12 It is responsibility of Bidders to upload legible/ clearly readable scanned copy of all the required documents as mentioned above.
- 20.13 If the techno-commercial acceptability of L-1 bidder is established upon verification of uploaded documents and short fall documents if any, the case shall be considered. If the L-1 bidder happens to be defaulter upon verification, the documents of the next lowest bidder shall be downloaded for evaluation and short fall documents shall be obtained if required. This process continues sequentially till techno-commercially acceptable L-1 is established.
- 20.14 The following penalty shall be imposed on the defaulting bidders:

Sl.No	Situation	Penal Provisions
(i)	L-1 bidder is a defaulter	100% of EMD is forfeited.

- Note:**1. The zone of applicability of above penal provisions shall be subsidiary specific.
2. The penal provisions will be squarely applicable to all those firms whose documents are examined on account of treating them as L-1 successively.

20.15 In case the L1 bidder fails to submit requisite documents online as per NIT or if any of the information/declaration furnished by L1 bidder online is found to be wrong during evaluation of scanned documents uploaded by bidder, which changes the eligibility status of the bidder, then his bid shall be rejected and EMD of L1 bidder will be forfeited.

20.16 Technical Evaluation by System:

a. Work Experience:

- i. The system shall calculate the end date by adding 365 days to the start date of experience (provided by bidder). End date shall not be later than the last date (last day of month previous to the month of in which NIT has been published on e-procurement portal).
- ii. The system shall check the Start & End date of each experience and accept it as a qualifying experience if it falls within the year selected by the bidder (as calculated by adding 365 days to the start date restricted to the 'last date')
- iii. The system shall calculate the value of each qualifying experience by multiplying the value with the % share of experience and adding 5% for each completed year (total No. of days/365) after the end date of experience of work till the last date of month previous to one in which the NIT has been published on e-Procurement portal.
- iv. The system shall calculate the value of all qualifying experiences taken together for each bidder and grade him as 'Eligible' if it meets the minimum requirements (65% of Annualised Value or estimated value whichever is less) or else as 'Ineligible'.
- v. In case any of the experiences does not fall in the selected period of 365 days (continuous), such experiences will be excluded from evaluation. Hence the bidder shall have to furnish the value of work executed only during the selected period of 365 days (continuous).
- vi. The weightage of 5% every year will be on simple rate and will not be compounded on yearly basis for the purpose of calculating the value of each qualifying experience."
- vii. The work experience of the bidder may be an ongoing work and the executed value of work shall be considered for evaluation.
- viii. In case the experience has been earned by the bidder as an individual or proprietor of a proprietorship firm or partner of a partnership firm, then 100% value of the experience will be considered against eligibility. But if the experience has been earned by the bidder as a partner in a Joint Venture/Consortium firm then the proportionate value of experience in proportion to the actual share of bidder in that Joint Venture/Consortium will be considered against eligibility.

b. Working Capital:

- i. The system shall check that the date on which the bidder possesses the required working capital as well as the date of issue of certificate is within 3 months of the date of opening of tender.
- ii. The value of working capital as certified by the CA is greater than or equal to the minimum requirement.

c. Fleet Requirement:

- i. The system will evaluate "Yes" as eligible and "No" as not eligible.

d. Permanent Account Number:

- i. The system will evaluate "Yes" as eligible and "No" as not eligible.

e. Certificate of registration with provident fund authorities:

- i. The system will evaluate "Yes" as eligible and "No" as not eligible.

f. Certificate of registration with Service tax department (PAN based):

- i. The system will evaluate "Yes" as eligible and "No" as not eligible.

g. User Portal Agreement:

- i. System will capture data in the Agree/Disagree format from the bidder and will decide the eligibility.

h. Expected values of each of the General Technical Evaluation(GTE) items

System will capture data in the **YES/NO** format from the bidder and will decide the eligibility.

21. AWARD CRITERIA

- 21.1 Subject to Clause 22 of ITB, 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 **acceptable** Bid Price, provided that such Bidder has been determined to be:
- Eligible in accordance with the provisions of **Clause 2; of ITB** and
 - Qualified in accordance with the provisions of **Clause 3 of ITB**.

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

- 22.1 Notwithstanding Clause 21, 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.

23. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

- 23.1 The Bidder who's Bid has been accepted, will be notified of the award by the Employer prior to expiration of the Bid validity period online and 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").
- 23.2 The notification of award will constitute the formation of the Contract.
- 23.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder within 28 days following notification of award along with the letter of Acceptance and / or Work Order issued by department.
- In case of failure to enter in to agreement within specified period or extended period on the request of the bidder, if any, the department in addition to other penal measures **as per clause 14.5** shall be at liberty to debar the selected bidder from participating in future Bids for at least 12 months.
- 23.4 In the bidding process, the cause of rejection of bid of any bidder should be intimated to non-qualified bidder after the award of the work to the successful one and the Security / Earnest Money shall be refunded to unsuccessful bidders as per provision of Clause. 14.3 of ITB.
- 23.5 The contractor 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 and one additional copy will be supplied to the contractor free of cost and the original is to be retained by the company. For any additional copy, additional cost to be charged. All additional copies should be certified by the Engineer-in-Charge.

24. SECURITY DEPOSIT

This will be same as clause 4 of General Terms and Conditions of the tender document. (Refer clause no 4.1 to 4.6 under clause no. 4 of General Terms & Conditions of the tender).

25. EMPLOYMENT OF LABOUR

- 25.1 Contractors are to employ, to the extent possible, only local project affected people and pay wages in accordance with clause no.11 (xi) of General Terms and Conditions. However preferably 20% of required unskilled workers are to considered for employment from project affected people.
- The list of PAPs recommended by the concerned Mukhiya to be obtained by the concerned Area GM and displayed in the notice board. Any further addition is to be duly certified by the Mukhiya.
- In addition, the contractors are to provide benefits of Provident Fund for the workmen employed by him for the work as per the Laws prevailing under provision of CMPF / EPF and allied scheme valid from time to time and also submit statutory returns..
- 25.2 The contractor shall utilize their regular employees throughout the period of contract. The bidder shall also comply with statutory requirements of various acts including CL(R&A) Act.
- 25.3 The contractor's workmen shall be paid through Bank.

26. LEGAL JURISDICTION

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

27. e-payment

27.1 All the payments will be made through e-payment mode. The bidders should submit MANDATE FORM for e-Payment as per clause 7 of e-tender Notice in the format given in the tender document at ANNEXURE- D.

28. Integrity Pact:

28.1 The bidders must accept the Integrity Pact as per format at **Annexure-H** of tender document. Digitally signed copy of Integrity Pact shall also be uploaded as mentioned in clause no 7 of NIT.

29. Change in the Constitution of Contracting Agency.

29.1 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 treated as a breach of contract.

30. Miscellaneous.

30.1 The bidders should fill the bid document properly and carefully. They should avoid quoting absurd rates.

30.2 Throughout the bidding documents, the terms 'bid' and tender and their derivatives are synonymous.

30.3 The site for work made available in parts.

31. PROCESS TO BE CONFIDENTIAL

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.

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

33. No sub-letting of the work as a whole by the contractor is permissible. Prior permission is required to be taken from the principle employer for engagement of sub-contractors in "Hiring Of Equipment"/ "Transport" contract for part work / piece rated work.

34 REVOCATION OF TENDER PROCESS:

There may be situation when the decision of Tender Committee may have to be changed subsequently on account of a Court's verdict. Also, there may be circumstances when online evaluation of tender is not done correctly due to mistake by the Evaluator or due to technical error in the system, which may lead to cancellation of tender.

In order to avoid the cancellation of tender in such cases, the tender process needs be reverted back to appropriate stage (i.e. bid Opening stage etc.) to comply with the Court's verdict or to rectify the error committed by the Evaluator. This provision in the e-Procurement system has been introduced with an objective to abide by the Court's verdict or to ensure that the tender process should not suffer due to any mistake committed by an individual or due to any technical error in the system.

Revocation of Tender process back to Technical-bid opening stage or Price-bid opening stage from an advanced stage shall be done under the following circumstances:

- a. To comply with the directives of Hon'ble Court of Law.
- b. If the Evaluator makes a mistake in online evaluation of tender, which is not in line with the Tender Committee decision.
- c. If there is a error in the online evaluation of tender due to technical error in the system.

Revocation of Tender process will be done with the specific approval of the concerned Director.

In all such cases the Tender Revocation Notice must contain the details of the circumstances leading to revocation of tender process.

The Revocation of Tender on the e-Procurement portal can be done by way of creation and publication of corrigendum. However, since Revocation of Tender, in true sense, is not a Corrigendum to NIT, the Tender Revocation Notice will be uploaded only on the e-Procurement portal <https://coalindiatenders.nic.in>.

In case of revocation of Tender at any stage the auto-refund of EMD may not work properly and in such case it may be required that Tender Inviting Authority to arrange refund of EMD through conventional system of refund of EMD.

35 CANCELLATION OF TENDER:

Any tender published on the e-Procurement portal must be concluded to its logical end i.e. either "Award of Contract" or "Cancellation of Tender" or "Retender".

The Tender Cancellation Notice must contain the details of the circumstances leading to cancellation of tender.

The Cancellation of Tender on the e-Procurement portal can be done by way of creation and publication of corrigendum. However, since Cancellation of Tender, in true sense, is not a Corrigendum to NIT, the Tender Cancellation Notice will be uploaded only on the e-Procurement portal <https://coalindiatenders.nic.in>.

All the details of technical bid and price bid will be kept preserved in the archives for auditing purposes and the same can be accessed with special authorization. The IP address of all the bidders who has participated in the bid along with timing and date will also be kept preserved in the system.

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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 for this contract -
GM of the Area should nominate Project Officer to deal with the issue of supervising/administering the contract. The project officer so designated will be deemed to be the Engineer-in-charge for this contract.
- viii. The "contract" shall mean the notice inviting tender, the tender as accepted by the company, and the formal contract agreement executed between the company and the contractor together with the documents referred to therein including, Instructions to Bidders, General Terms And Conditions, Special Terms And Conditions, Additional Terms And Conditions, if any, Schedule of Quantities with rates and amounts, work order, schedule of work, and Integrity Pact.
- 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
 - (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.
- xii. 'Written notice' shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the Corporation/Company for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

2. CONTRACT DOCUMENTS :

The following documents shall constitute the contract documents:

- (i) Articles of Agreement,
- (ii) Notice Inviting Tender and Instructions to the bidders
- (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) Condition of contract, including General Terms And Conditions, Special Terms And Conditions, Integrity Pact, Additional Terms And Conditions, if any etc. forming part of the Agreement. Corrigendum if any.
- (v) Scope of works/Bills of quantities and
- (vi) Finalised work programme/schedule.

- 2.1 After acceptance of tender and on execution of contract/issue of work order to proceed with the work, as the case may be, the contractor shall be furnished, free of charge, two copies of contract documents (Certified true copies), excepting those drawings to be supplied during the progress of work. The contractor shall keep copy of these documents on the site/place of work in proper manner so that these are available for inspection at all reasonable times by the Engineer-in-charge, his representatives or any other officials authorised by the company for the purpose.
- 2.2 None of these documents shall be used by the contractor for any purpose other than this contract and the contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.

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 If any difference is detected in the rate submitted in Form-III of Annexure-M after Reverse Auction and the rate quoted by the bidder during reverse auction, the later will prevail.

4. SECURITY DEPOSIT

4.1 Security Deposit shall consist of two parts;

- a) **Performance Security** (to be submitted at award of work) (first part of security deposit) and
- b) **Retention Money** (to be recovered from running bills) (second part of security deposit).

The security deposit shall bear no interest.

4.2 Performance Security should be

- 5% of **annualized value** of contract amount for the contract of **one year or more duration**
- or
- 5% of **awarded value** of contract amount for the contract of **less than one year duration**

Performance Security as mentioned above should be submitted within 28 days of receipt of LOA by the successful bidders. However if the contractor fails to submit the Performance Security within 28 days of receipt of LOA due to some reasons or otherwise the contractor can request an extension. If the management takes the request of the contractor to be reasonable, this period may be extended further up to another 28 days only with the approval of CMD, BCCL.

Performance Security as mentioned above should be submitted by the successful bidders in any of the form given below:-

- a) a Bank Guarantee in the format given in the bid document at **Annexure-G from any Scheduled Bank payable at its Branch at Dhanbad/Kolkata**
- b) Govt. securities, FDR (schedule bank) or any other form of deposit stipulated by the owner.
- c) Demand Draft drawn in favour of Bharat Coking Coal Limited on any Schedule Bank payable at its Branches at Dhanbad.

The Earnest Money / bid security shall be adjusted against the security deposit (performance security) at bidder's option.

If performance security is provided by the successful bidders in the form of Bank Guarantee (**payable at its Branch at Dhanbad/Kolkata**) it shall be issued either –

- (a) at Bidder's option by a scheduled Indian Bank or
- (b) by a Foreign Bank located in India and acceptable to the employer

The validity of the Bank Guarantee shall be for a period of

- One year **for the contract of less than one year duration**
- or**
- Ninety days beyond the period of contract **for the contract of one year to three years duration.**
- or**
- Three years ninety days initially and subsequently extended every year for a period of one year and final extension shall be made for a period of one year or up to ninety days beyond the remaining period of contract whichever is less for **the contract period more than three years.** Extension of Bank Guarantee shall be made by the contractor 60 days prior to the date of expiry of validity of the Bank Guarantee. In case of failure of contractor to extend the validity of initial Bank Guarantee/extended Bank Guarantee for performance security as above, it will be encashed.

The Bank Guarantee issued by the Issuing Bank on behalf of the contractor in favour of "Bharat Coking Coal Limited" shall be in paper form as well as issued under "Structured Financial Messaging System (SFMS)". The details of beneficiary for issue of BG under SFMS platform is furnished below:

Name of Beneficiary & his details	Name	Bharat Coking Coal Limited
	Area	CCWO
	Bank Account No.	10976596687
	Department	CCWO
Beneficiary Bank, Branch & Address	State Bank of India	
	Main Branch, Dhanbad	
IFSC Code	SBIN0000066	

Above particulars are to be incorporated by the issuing bank properly, while issuing BG under SFMS mode to avoid any problem in future."

Original Copy of the Bank Guarantee issued by the Issuing Bank shall be sent by the Issuing Bank/applicant to concerned department and Area of BCCL.

This procedure has to be followed also in case of extension or amendment to the original BG.

- 4.3 Failure of the successful bidder to comply with the requirements of **4.1 & 4.2** above, shall constitute sufficient ground for cancellation of the award of work and forfeiture of the bid security. Additionally the company reserves the right to debar such defaulting contractor from participating in future bids for a minimum period of 12 (Twelve) months.
- 4.4 **Retention Money:** All running on Account Bills shall be paid at 95%. The balance 5% shall be treated as retention Money and will be second part of security deposit.

Retention money should be

- 5% of **annualized value** of contract amount for the contract of **one year or more duration.**
- or**
- 5% of **awarded value** of contract amount for the contract of **less than one year duration.**

For contracts of more than one year, Retention Money may be refunded to the Contractor annually on submission of Bank Guarantee of equivalent amount, in the proforma provided with the tender document at Annexure – K subject to satisfactory performance of the contractor during the year. The validity of the Bank Guarantee shall be as mentioned in Annexure-K.

Total of performance security and Retention Money should not exceed

- 10% of annualized value of contract amount for the contract of **one year or more duration.**
- or**
- 10% of **awarded value** of contract amount for the contract of **less than one year duration.**

- 4.5 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 work and certified as such by the Engineer-in-charge, the security deposit remaining with the company shall be refunded.

Performance Security (1st part of security deposit) shall be refunded within 60 days of the completion of the work. (The date of completion of the work will be certified by the Engineer-in-charge).

Retention Money (2nd part of security deposit) shall be refunded after 180 days of the completion of the work. (The date of completion of the work will be certified by the Engineer-in-charge).

4.6 Additional Performance Security: Additional performance security shall be applicable if the bid price is below 15% of the estimated cost put to tender. The amount of such additional performance security shall be the difference between 85% of the estimated cost put to tender and quoted price. Additional performance security shall be furnished by bidder along with normal performance security. Failure to submit such additional performance security may result into termination of the contract. This additional performance security will not carry any interest and shall be released in the following manner:

- i) 30% of Additional performance security will be released after 60% of the total work is completed.
- ii) 50% of Additional performance security will be released after 80% of the total work is completed.
- iii) 100% of Additional performance security will be released after total work is completed.

Additional performance security may be furnished in any of the forms as applicable for performance security.

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.

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 provisions 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 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 next higher authority, where the award is approved by BCCL Board the deviation will be approved by the Board. Else it will be approved by CMD, BCCL with information to BCCL, Board.

- 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. The validity of the Bank Guarantee, if submitted by the contractor, in lieu of performance security/security deposit shall be extended in pursuant to **Clause Nos. 4** taking into consideration the period of extension.
- 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.
- 5.7 The re-appropriation/ reallocation of the quantities may be done with the approval of Engineer-in-charge within the stipulated contract period and contract value with the approval of the approving authority of the contract. In case the approving authority is Board, then with the approval of the CMD of the subsidiary company.

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 coal 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 whichever is later.

- 6.1 If the contractor, without reasonable cause of valid reason, commits default in commencing the execution of the work within the aforesaid date, the company shall, without prejudice to any other right or remedy, be at liberty, by giving 15 days notice in writing to the contractor to commence the work, failing which to forfeit the Earnest Money deposited by him. Additionally, the Company will reserve the right to debar such defaulting Contractors from participating in future Tenders for a minimum period of one year.
- 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 contract or the 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 tender document, 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 shortfall 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 shortfall in work shall be levied.
 - (iii) deleted
 - (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 make up the short fall within the stipulated time of completion. Once the shortfall is fully made up on cumulative basis, the so withheld penalty will be released. Commensurate amount of the penalty already deducted shall be released as & when part or full shortfall is made up on Progressive basis.

However, the withheld/keep back amount against penalty can be released on submission of unconditional Bank Guarantee and Affidavit in the prescribed formats enclosed with tender document as at **Annexure I** and **Annexure J** respectively, on case to case approval of D(F) and concerned Director. Validity of such bank guarantee shall be for a period not less than 180 (one hundred and eighty) days beyond the contract period including extended period of contract if any.

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

Hindrance register should be maintained for recording the hindrances. This shall be maintained on day to day basis and should be signed by both parties. Disputes if any should be decided by Engineer-in-Charge or authority higher than him which should be binding on the contractor, In case of dispute, decision should be conveyed within 15 days from the dispute.

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.

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. However, the validity of the Bank Guarantee submitted by the contractor in lieu of Performance Security / Security Deposit shall be extended in pursuant to **Clause Nos. 4** and the period of provisional extension.

- 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 the 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 being 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.

However, the validity of the Bank Guarantee submitted by the contractor in lieu of Performance Security / Security Deposit shall be extended in pursuant to Clause No. 4.3 and the period of provisional extension.

- 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 Majeure condition . In the event of delay lasting over one month, if arising out of Force Majeure, the contract may be terminated at the discretion of the company.
- (b) For delays arising out of Force Majeure, the bidder/ contractor will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither company nor the bidder shall be liable to pay extra costs (like increase in rates, remobilisation advance, idle charges for labour and machinery etc.) Provided it is mutually established that the Force Majeure conditions did actually exist.

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 therefrom, 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.

- 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 therefrom.
- 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.
- 8.10 All the payment will be made by **ELECTRONIC MODE** only through bank. The intending bidders must furnish the details as per proforma given in **Annexure – D** as an item of requirement of the tender and submit it as detailed in clause 7 of NIT.

9 TERMINATION, SUSPENSION, CANCELLATION & FORECLOSURE OF CONTRACT:

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

- a makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the Engineer-in-charge, then on the expiry of the period as specified in the notice.

Or

- b. commits default/breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the Engineer-in-charge, then on the expiry of the period as may be specified by the Engineer-in-charge in a notice in writing.

Or

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

Or

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

Or

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

Or

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

- 9.1 The contract shall stand **terminated** under the following circumstances :

- a. If the contractor being an individual in the case of proprietary concern or in the case of a partnership firm any of its partners is declared insolvent under the provisions of insolvency act for the time being in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any insolvency act.
- b. In the case of the contractor being a company, its affairs are under liquidation either by a resolution passed by the company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or reorganisation, or a receiver or manager is appointed by the court on the application by the debenture holders of the company, if any.
- c. If the contractor shall suffer an execution being levied on his/their goods, estates and allow it to be continued for a period of 21 days.
- d. On the death of the contractor being a proprietary concern or of any of the partners in the case of a partnership concern and the company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the company in this respect shall be final and binding which is to be intimated in writing to legal representative or to the partnership concern.

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

- a. To take possession of the site and carry out balance work through any other agency.
- b. After giving notice to the contractor to measure up the work of the contractor and to take such whole or the balance or part thereof, as shall be unexecuted out of his hands and to give it to another contractor or take up departmentally, to complete the work. The contractor whose contract is terminated shall not be allowed to participate in future bidding for period of minimum twelve months.

In such an event, the contractor shall be liable for loss/damage suffered by the employer because of action under this clause and to compensate for this loss or damage, the employer shall be entitled to recover higher of the following:

- i) Forfeiture of security deposit comprising of performance guarantee and retention money and additional performance security, if any, at disposal of the employer.

Or

- ii) 20% of value of incomplete work. The value of the incomplete work shall be calculated for the items and quantities remaining incomplete (as per provision of agreement) at the agreement rates including price variation as applicable on the date, when notice in writing for termination of work was issued to the contractor.

The above liability is over and above the penalties payable by the contractor on account of shortfall in quantities as per provision of **clause 6**.

The amount to be recovered from the contractor as determined above, shall, without prejudice to any other right or remedy available to the employer as per law or as per agreement, will be recovered 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 liable to pay the same within 30 days. In case of failure to pay the same the amount shall be debt payable.

In the event of above course being adopted by the Engineer-in-charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased materials, equipments or entered into agreement or made advances on any account or with a view to the execution of work or performance of the contract. And in case action is taken under any of provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum for any work thereof or actually performed under this contract unless and until the engineer-in-charge has certified in writing the performance of such work and value payable in respect thereof and he shall only be entitled to be paid the value so certified.

The need for determination of the amount of recovery of any extra cost/ expenditure or of any loss/damage suffered by the company shall not however arise in the case of termination of the contract for death/demise of the contractor as stated in **9.1(d)**.

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

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

9.5 **Closure of Contract**

The company shall, in addition to other remedial steps to be taken as provided in the conditions of contract, be entitled to close the contract in view of the followings :-

- i) Closure of contract is to be done either on completion of period of work as per award provided there is no scope for extension of period for execution of the balance or left out work, if any, for the said contract or on execution of the awarded work. However approval for extension of contract period, if required, should be obtained from the competent authority before completion of contract period.
- ii) Closure of Contract can be done on complete execution of awarded quantity.
- iii) Closure of contract is required to be approved by the awarding authority.
- iv) The contractor shall, if required by the Engineer-In-charge, furnish to him books of account, papers relevant documents as may be necessary to enable the Engineer-in-charge to assess the amount payable.
- v) 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 closure of the contract, on completion of period of work as per award and there is balance or left out work which has not been executed on account of default on the part of the contractor, penalty will be imposed as per terms and conditions of the contract and shall be under the absolute disposal of the company provided, that the aggregate of the penalties so levied shall not exceed 10% of the contract value.
- vi) Any amount required to be recovered from the contractor determined as above, if any, shall be recovered from any moneys 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.

10 **CARRYING OUT PART WORK AT RISK & COST OF CONTRACTOR:**

If the progress of the work or of any portion of the work is unsatisfactory, the Engineer-in-Charge, after giving the contractor 15 days' notice in writing, without cancelling or terminating the contract, shall be entitled to employ another Agency for executing the job or to carry out the work departmentally or contractually through tendering / limited tendering process, either wholly or partly, debiting the contractor with cost involved in engaging another Agency or with the cost of labour and the prices of materials, 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. However, when this clause is invoked, any other penalty will not be applicable other than on account of shortfall in quantities as per clause 6.2.

The value of the work taken away shall be calculated for the items and quantities taken away at the agreement rates including price variation as applicable on the date, when notice in writing for taking away part work was issued to the contractor. The contractor, from whom part work is being taken out, shall not be allowed to participate in the tendering process if any.

In the event of above course being adopted by the Engineer-in-charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased materials, equipments or entered into agreement or made advances on any account or with a view to the execution of work or performance of the contract.

10(A) **COMPLETION CERTIFICATE:**

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 reserves the right to let other contractors in connection with the project and the contractor/contractors shall co-operate in the works for the introduction and stores and materials and execution of his/their works.
- ii. The contractor/contractors shall employ only competent, skilful and orderly men to do the work. The Engineer-in-charge shall have the right to ask the contractor/contractors to remove from the work site any men of the contractor/contractors who in his opinion is undesirable and the contractor/contractors will have to remove him within three hours of such orders.
- iii. Precautions shall be exercised at all times for the protection of persons (including employees) and property. The safety required or recommendation by all applicable laws, codes, statutes and regulations will be observed. In case of accidents, he/they shall be responsible for compliance with all the requirements imposed by the Workmen's Compensation Act or any other similar laws in force, and shall indemnify the company against any claim on this account.

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

The contractor/ contractors shall at all times ensure that all dumpers / tippers engaged in mining related activity are provided/fitted (i) Full cabin canopy,(ii) tail lamp guard kit,(iii) propeller shaft guard, (iv)blind spot mirror, (v) body locking device, (vi)reflex reflector on body, (vii)seat belt reminder, (viii)limiting speed device, (ix)audio-visual alarm during reverse gear with flasher, (x)provision of two brakes, (xi)exhaust / retard brake, (xii)body lifting position locking arrangement (xiii)semi-automatic fire suppression system and (xiv) Rare view camera along with suitable visual display unit (VDU) in the driver's cabin in addition to other safety features .

The contractual agency shall comply with all safety aspects and different statutes of DGMS regarding safety of men and equipment. In case the executing authority finds any deviations, such vehicles / equipments should be stopped forthwith and alternative vehicle / equipments are to be deployed by the executing contractor immediately.

- iv. The contractor/contractors shall familiarise themselves with and be governed by all laws and rules of India and Local statutes and orders and regulations applicable to his/their work.
- v. 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 authorised representative with work reports from time to time regarding the contractor/contractors organisation and the progress made by him/them in the execution of the work as per the contract agreement.
- vii. All duties, taxes (excluding Service Tax only) and other levies payable by the Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. All investments, operating expenses, 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 Bid and/or any increase over the rate existing on the last date of submission of Bid 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. The details of such duties, taxes and other levies along with rates shall be declared by the bidder in the Price bid. The item wise rate quoted shall be exclusive of service tax. Service tax will be paid extra, if payable.

Payment of service tax by the service availer (i.e. BCCL), to the service provider would be made only on the later submitting a Bill and Invoice in accordance with the provision of relevant service tax rules. CENVAT credit is to be availed by paying authority as per rule. Payment/Deposit of service tax is responsibility of the service provider.

- 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 labourer required for the contract, which shall include cost of lead, lift, loading, unloading, railway freight, recruiting expenses and any other charges for the completion of the work to the entire satisfaction of the company.
- x. No sub-letting of the work as a whole by the contractor is permissible. Prior permission is required to be taken from the principle employer for engagement of sub-contractors in hiring equipment contract for part work / piece rated work.
- xi. The contractor/contractors shall not pay less than the minimum wages to the labourers engaged by him/them as per Minimum Wages Act or such other legislation or award or the minimum wages fixed by the respective State Government as may be in force. The Contractor/ Contractors shall make necessary payment of the Provident Fund for the workmen employed by him for the work as per the laws prevailing under provisions of CMPF and Allied Schemes and Miscellaneous Provisions Act 1948 or Employees Provident Fund and Miscellaneous Provisions Act 1952 as the case may be.
- 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 labourer considered necessary and the company may arrange for witnessing the payment to the labourer by its representatives.
- 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.
- xiv. The contractor/ contractors shall be provide OPD and Indoor Treatment facility to contractor's workers in company's hospital and dispensary free of cost (excluding spouse or any dependent) to the extent of availability of medicines, pathological examination and other surgical treatment. Contractor's workers will not be allowed to get treatment other than company's hospital/dispensary (no referral cases).

Contractors should issue identity Card to their workmen deployed.

- xv. Security Arrangement: The contractor will have to make security arrangement for Magnetite, Machinery & Personal including Magnetite Theft and the contractor will be responsible for the same.
- xvi. The GPS based vehicle tracking system wherever made available by BCCL for vehicles engaged in transportation of coal in the company, following will be the responsibility of the Contractor undertaking work of transportation of coal.
 - 1. The contractor should ensure that all the vehicles deployed by him in coal transportation work in BCCL is installed with Vehicle Mounted Unit (VMU) of GPS based vehicle tracking system. No vehicle without Vehicle Mounted Unit should be engaged in coal transportation work by the contractor.

2. The safety and protection of Vehicle Mounted Unit (VMU) of the system will be the sole responsibility of the contractor. Further contractor should ensure that VMU is in operative mode.
3. In case of any damage/loss of the VMU, the cost of the equipment and the accessories will be recovered from the contractor's bill.
4. The contractor should ensure that their total fleet used in transportation of coal must be mounted with VMU provided by BCCL.
5. In case the transporter wish to exclude any vehicle from his fleet the VMU mounted on that vehicle must be deposited with the designated Area Authority.
6. Contractor must ensure that their vehicles will not violate the designated path without approval of Concerned Area Authority. In case of violation of the route/path/geo-fence penalty including debarring the defaulter vehicle and its operator including the contractor from operation in BCCL Areas, may be imposed.
7. Applicability vis-à-vis Imposition of such penalty will be solely at the discretion of competent authority i.e., CMD, BCCL.

Note: The Vehicle Mounted Unit (VMU) of the GPS system in the vehicle engaged in coal transportation work will be provided and installed by BCCL.

xvii. RFID system is to be implemented in weigh bridges soon. All vehicles of the contractor which will carry coal and any other material which is required to be weighed will be issued RFID tag by BCCL. The contractor shall obey all provisions and guidelines issued time to time by BCCL to make the system effective and successful.

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.

Effort shall be made to resolve the dispute in two stages

In first stage dispute shall be referred to Area CGM, GM. If difference still persists the dispute shall be referred to a committee constituted by the CMD. The committee shall have one member of the rank of Director of the company who shall be chairman of the committee. If differences still persist, the settlement of the dispute shall be resolve in the following manner: Disputes relating to the commercial contracts with Central Public Sector Enterprises / Govt. Departments (except Railways, Income Tax, Customs & excise duties) / State Public Sector Enterprises shall be referred by either party for Arbitration to the PMA (Permanent Machinery of Arbitration) in the department of Public Enterprises.

In case of parties other than Govt. Agencies, the redressal of the dispute may be sought in the Court of Law.

- 13 (i) Contractor shall ensure training as per vocational training rule in the companies training center and the concern trainee will be entitled for receiving stipend as per VTC rule.
- (ii) The cost of "stipend" paid during the training period shall be factored into while quoting the price bid.
- (iii) To extend the facility to impart VTC training to contractor's workers before they are deployed in the mine.
- (iv) Training card shall be issued on completion of said training.
- (v) It should be made mandatory on the contractor that only training card holder is allowed to work in the mine where outsourcing work is being carried out.
- (vi) Regular checking will be carried out by Area safety Officer to ensure that only training cardholder is allowed to work.

SPECIAL TERMS & 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/ payloaders/ 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/ payloaders/ equipments shall be deployed for the work without the approval of the Project Officer/ General Manager.
- 2.00 The tippers/ trucks/ payloaders/ 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/ payloaders/ 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 trucks for the satisfactory execution of the work..
- 3.02 Only trucks in good and safe condition having valid fitness certificate permits/ licences 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.
- 3.03 The contractor shall at his own cost, arrange for regular checking/ maintenance/ repair of the trucks 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.
- 3.04 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 trucks shall be permitted by the contractor.
- 3.05 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.
- 3.06 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.
- 3.07 The re-appropriation/ reallocation of the quantities may be done with the approval of Engineer-in-charge within the stipulated contract period and contract value with the approval of the approving authority of the contract. In case the approving authority is Board, then with the approval of the CMD of the subsidiary company.
- 3.08 All the magnetite transportation tippers/trucks must be covered properly to avoid dust generation during transportation of magnetite.
- 4.00 Deleted
- 5.0 The contractor shall bring/ take back and arrange for the transportation of the trucks/ men and materials required for the work at his own cost.
- 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/ payloaders/ equipments/ employees for want of magnetite at UCIL or non-availability of departmental equipment 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/ payloaders/ equipments required/ deployed for the work. The company shall have no liability whatsoever on this account.
- 9.02 Deleted

- 10.00 The contractor shall maintain proper records in English/ Hindi of the trucks/ 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 familiarise 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
- 14.00 deleted
- 15.00 deleted
- 16.00 For transportation of magnetite to the Washery, quantity received as per weighment at the washery end, shall be final and binding 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 at other weigh bridges of BCCL for which contractor will not be entitled for any extra payment.
- 17.00 deleted
- 18.00 The trucks as 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 material received at the unloading end, the value of magnetite 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 deleted
- 20.00 deleted
- 21.00 deleted
- 22.00 deleted
- 23.00 deleted
- 24.00 deleted
- 25.00 deleted
- 26.00 deleted
- 27.00 The daily rate of transportation shall be about the yearly quantity divided by the number of working days in the year +/- 30% but the contractor may be called upon to transport still more/still less quantity and no claim whatsoever shall be against company on account of such variations. The contractor(s) shall make necessary arrangements and ensure transportation of magnetite etc on daily basis, as advised by the General Manager/Project Officer.
The total quantity of material in the contract can be increased upto 30% with the approval of the concerned Director as a cushion to cover eventualities arising from increase in production.
- 28.00 In case a contractor fails to deploy adequate number of trucks, the company may, without any reference to the contractor, deploy its own trucks and or make alternative arrangements for transportation of magnetite for which double the transportation charges payable to the contractor, for the quantity transported by the Company's trucks or 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 & produce for inspection whenever required.
- 30.00. The contractor shall not engage any person of less than 18 yrs of age. The contractor shall not engage any females during night hrs as required by the relevant law.
- 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 authorised 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.
- 31.04 The payment of wages to the contract workers should be made strictly through bank cheques.
- 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/ 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 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 alongwith 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. 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 original scheduled date of submission of bid as per sl no 5 of clause no 2 of NIT.

37.03 The contractor shall submit certified copy of price of diesel from retail outlet of IOC/BP etc. nearest to the work site or certified copy of price of diesel on Bulk Consumption basis from the dealer of IOC/BP etc. nearest to the work site, as the case may be. Subsequently the contractor shall also submit an undertaking along with documentary proof in respect of the basis of procurement of diesel for their own consumption.

37.04 Deleted

37.05.1 Price Variation on Diesel

$$I = (D \times R)/(d \times C)$$

Where, I = Increase or decrease in rate of transportation /MT applicable with effect from the date of change in price of diesel.

Where, D = Average one way distance of transportation in kilometres. (200Km)
R = Variation in the price of diesel from the base price (in Rs. Per Ltr.).

d = Km/Lt of diesel consumption considered @3.5Km/Lt

C = Carrying Capacity of truck considered @10 (Ten) tones

38.0 Area Management at the risk & cost of the contractor will compensate any failure on account of transportation of coal on day-to-day basis by engaging any other available resources.

38.01 Deleted

38.02 Any deviation or alteration as & when required in any item of work during the execution of the contract has to be executed by the contractor at derived rates as per NIT Terms.

39.0 The bidders must accept the Integrity Pact online. The format of Integrity Pact is at

Annexure-H

40.0 All tippers shall have its registration number written with paint on both sides of the tipper body (Dala) of 3"-4" size letters/numbers apart from usual number in front and back which is properly fixed and no hanging number plate will be allowed.

FORMAT OF "LETTER OF BID"

(ON THE LETTER HEAD OF THE BIDDER AS ENROLLED ONLINE ON e - TENDERING PORTAL OF CIL)

To,
The Tender Committee
Bharat Coking Coal Limited

Sub. : Letter of Bid for the work "-----"

Ref.: 1. NIT No.: "-----"

2. Tender Id No. : "-----"

Dear Sir,

This has reference to above referred bid. I/we have read and examined the conditions of contract, Scope of Work, technical specifications, BOQ and other documents carefully.

I /We am/are pleased to submit our bid for the above work. I/We hereby unconditionally accept the bid conditions and bid documents in its entirety for the above work and agree to abide by and fulfill all terms and conditions and specifications as contained in the bid document.

I/we here by submit all the documents as required to meet the eligibility criteria as per provision of the bid notice/document.

I/We hereby confirm that this bid complies with the Bid validity, Bid security and other documents as required by the Bidding documents.

If any information furnished by me/us towards eligibility criteria of this bid is found to be incorrect at any time, penal action as deemed fit may be taken against me/us for which I/We shall have no claim against Bharat Coking Coal Limited.

Until a formal agreement is prepared and executed, this bid and your subsequent Letter of Acceptance/Work Order shall constitute a binding contract between us and Bharat Coking Coal Limited.

Should this bid be accepted, we agree to furnish Performance Security within 28 days of issue of letter of acceptance and commence the work within 10 days of issue of letter of acceptance. In case of our failure to abide by the said provision Bharat Coking Coal Limited shall, without prejudice to any other right or remedy, be at liberty to cancel the letter of acceptance/ award and to forfeit the Earnest Money and also debar us from participating in future tenders for a minimum period 12 months.

(This document is digitally signed by the DSC holder authorised by the bidder and therefore no physical signature is required)

Format for Affidavit to deploy fleet/ equipment

(To be filled by the Bidders on Non Judicial Stamp Paper of minimum value of Rs.10/- duly attested by Notary Public)

AFFIDAVIT

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

1. We are submitting Bid for the work against the Bid Notice No..... dated.....and Tender ID No.
2. We hereby confirm that we shall deploy fleets and equipment as per requirement of clause No 6.C of NIT either owned or through hiring.

Dated.....

In case of joint venture/Consortium, the affidavit shall be signed by all the members of JV/Consortium

Seal of Notary

PROFORMA FOR UNDERTAKING TO BE SUBMITTED BY BIDDER(S) (ON BIDDER'S LETTER HEAD)
FOR COMMITMENT, GENUINENESS OF THE INFORMATION FURNISHED ONLINE AND AUTHENTICITY OF
THE DOCUMENTS UPLOADED ONLINE IN SUPPORT OF HIS ELIGIBILITY

FORMAT OF UNDERTAKING

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

1. I/We am/are submitting Bid for the workagainst NIT No/Tender ID..... Dated..... and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. Myself/Our Partners/Directors don't has/have any relative as employee of Bharat Coking Coal Limited.
3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Bid is complete, correct and true.
4. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
5. I/ We hereby authorize department to seek references / clarifications from our Bankers.
6. a) *I/We possess Certificate of Registration with Service Tax Department (PAN based). (If bidder is other than JV/Consortium)
Or
*We possess Certificate of Registration with Service Tax Department (PAN based) in respect of all the partners of JV/Consortium (If the bidder is JV/Consortium)
b) *We possess Certificate of Registration with Service Tax Department (PAN based) in the name of JV/Consortium. (If the bidder is JV/Consortium)
Or
*We undertake that we will obtain Certificate of Registration with Service Tax Department (PAN based) in the name of JV/Consortium, if the work is awarded in our favor and submit it before any payment is made to us.
7. We hereby undertake that we shall register and obtain license from the competent authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.
8. * I/We hereby confirm that we have registration with CMPF / EPF Authorities. We shall make necessary payments as required under law.
Or
* I/We hereby undertake that we shall take appropriate steps for registration as relevant under CMPF / EPF authorities, if applicable. We shall make necessary payments as required under law.
9. * I/We have not been banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs(In case of JV/Consortium, all partners are covered).
Or
* I / Wehave been banned by the organization named "....." for a period of..... year/s, effective from to.....(in case of JV/Consortium, name(s) of the JV/Consortium Partner(s)).
10. I/We have submitted only one bid as per provision of clause no. 4.1 of ITB of Tender document.
11. I/We hereby confirm that the work experience indicated by me/us is for similar nature of work as defined in clause no. 6(A) of NIT.
12. I/We hereby confirm that the work experience & resources indicated by me/us does not include the work experience & resources of the sub-contractor as per requirement of point no. 1 of Note under clause no. 6(A) of NIT.
13. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/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.

* Delete whichever is not applicable.

(This document is digitally signed by the DSC holder authorised by the bidder and therefore no physical signature is required)

PROFORMA OF MANDATE FORM FOR ELECTRONIC MODE PAYMENT

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

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

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

Date:

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

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

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

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

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.

The User Portal Agreement

The bidder shall accept User Portal Agreement online during bid submission as per prescribed format available in portal. User Portal Agreement will be the part of tender document.

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.

“The Bank Guarantee as referred above shall be payable at Kolkata Branch/Dhanbad Branch at.....(pl. specify name of Branch with address)”

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

Signature of the authorised Person.

For and on behalf of the Bank.

Place:

Under Jurisdiction of Dhanbad Court only.

INTEGRITY PACT

Between
BHARAT COKING COAL LIMITED(BCCL) hereinafter referred to as "The Principal"
And
.....hereinafter referred to as "The Bidder/Contract"

Preamble

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

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

Section 1 – Commitments of the Principal

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

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

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

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

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

Section 2 – Commitments of the Bidder/Contractor

(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.

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

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

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

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

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

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

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

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/Subcontractors

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

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

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

Section 8 – External Independent Monitor/Monitors

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

(to be decided by the Chairperson of the Principal)

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

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

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

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

For the Principal

For the Bidder/Contractor

Place.....
Date

Witness 1 :
Witness 2 :

UNCONDITIONAL BANK GUARANTEE IN LIEU OF WITHHELD/KEEP BACK AMOUNT AGAINST PENALTY

To
M/s Bharat Coking Coal Limited,
Koyla Bhawan, Koyla Nagar,
Dhanbad-826005

**Re: Bank Guarantee No..... Date.....
Bank Guarantee Amount INR Rs.....[(Indian Rupees.....(in words)]
Valid upto.....
Claimed Period upto.....(i.e. 180 days beyond contract period)**

**Ref: Application No..... Dated..... submitted by M/s
.....(Contractor) and letter No.....
Dated..... issued by the General Manager,
BCCL.....Area.**

M/s (Name and address of the Contractor) (hereinafter called the Contractor has entered into a contract under NIT No..... LOA vide letter No..... Dated and Work Order No.....Dated..... (herein after called the said contract) with M/s.. Bharat Coking Coal Limited (hereinafter called the Company) to execute..... (name of the contact and brief description of work) on the terms and conditions contained in the said contract.

It has been agreed that the Contractor shall furnish the Bank Guarantee from a Nationalised/Schedule bank for a sum of INR Rs.....(Indian Rupees.....) as security in lieu of withheld/Keep back amount against the short fall of coal and OB under the terms & conditions of the said contract.

The.....(Name of the Bank) having Registered Office at..... and one of its branches at has at the request of this contractor agreed to give this Guarantor herein under contained. We, the..... Bank (hereinafter called "the Bank" do hereby unconditionally agreed with the Company that the Bank shall merely on demand in writing without any objection or demur to pay

to the company the said sum of INR(Indian Rupees.....) or such portion as shall then remain due 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 any ground including 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 180 days beyond the contract period which is likely to be..... day.....but if the period of Contract is extended in any manner Bank shall renew the period of the Bank Guarantee against request from contractor ,failing which it shall pay to the company the said sum of INR (Indian Rupees.....) or such lesser amount of the said sum of INR..... (Indian Rupees.....) as may be due to the company and as the company may demand.

This Guarantee shall remain in force until the dues of the company in respect of the said sum of INR(Rupees.....) and interest are full satisfied and the Company certifies that the Contract has been successfully carried out by the contractor and discharged the guarantee or up to which is earlier.

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 from time to time 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 against service of their written claim on the Bank within, the said sum of INR..... (Indian Rupees.....) or such lesser sum as may then be deemed to the Company and as the Company may require.

Notwithstanding anything contained herein the liability of the Bank under this Guarantee is restricted to INR.....(Indian Rupees.....) the guarantee shall remain in force till the day..... of..... i.e. 180 days beyond the contract period and unless the guarantee is renewed or claim is preferred against the bank within 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 Bank Guarantee as referred above shall be payable at Kolkata Branch/Dhanbad Branch at.....(pl.specify name of Branch with address).

This 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 Sri..... & Sri..... who has signed it on behalf of the Bank has authority to do so on mentioning identity code no. of the signatories.

Dated, this..... day of.....

Signature of the authorised person

For and on behalf of the Bank

Place

Under jurisdiction of. Dhanbad court only.

Format for Affidavit required to be submitted along with Bank Guarantee
in lieu of withheld/keepback amount.
Non Judicial Stamp Paper

Affidavit

(To be verified before the Notary Public)

I.....S/O.....age.....resident of -----
having authorized by M/s.....solemnly hereby state on oath as under:

- 1) That the work of.....under LOA No.....dt & work order no.dt (hereinafter referred as contract) has been awarded by Bharat Coking Coal Ltd. Koyla Bhawan, Dhanbad (hereinafter referred as Company) to M/s (hereinafter referred as contractor) against Tender Notice no.....dt.....
- 2) That in view of the said contractual work we have been performing the work. Due to various reasons beyond our control we could not achieve the targeted production of coal and OB. As such, as per terms of the contract, a sum of Rs.....(Rupees.....) only has been deducted from running on account bills as keep back money which is adjustable against the penalty in case the scheduled/targeted production could not be fulfilled/achieved within the next considerable period as per the terms of the contract.
- 3) That in response of our appeal no.....dt.....to release the said keep back money retained with the company, the General Manager,Area, BCCL was pleased to agree for releasing of keep back money on furnishing unconditional Bank Guarantee from a nationalized/scheduled bank as security.
- 4) That we are agreed to make up the short fall of OB and Coal as may be agreed by the area authority, within the period not more than six months OR the remaining contract period with effect from the date of approval of competent authority, whichever is earlier.
- 5) That the released keep back money shall be exclusively utilised for mobilising our equipments and mining activities for efficiency improvement.
- 6) That the unconditional Bank Guarantee No.....dt..... amounting to Rs.....(Rupees.....) only submitted by us in lieu of withheld/keepback money issued byBank for the aforesaid purpose shall remain valid for a period of not less than 180 (one hundred and eighty) days beyond the contract period including extended period of contract. In case we fail to make up the shortfall of OB and Coal as mentioned above, the aforesaid Bank Guarantee shall be invoked/encashed immediately after the expiry of the period mentioned at sl. No.4.
- 7) That we shall extend the validity of the said Bank Guarantee as and when required for such a period as may be advised by the company and the same Bank Guarantee shall be returnable to us by the Company only after closure of the contract.
- 8) That if any information and document submitted by us is found to be false/incorrect at any time, the company may take action against us as deemed fit.
- 9) That the deponent is duly authorized and competent to swear the affidavit under authority given.

Date:

Deponant

Place:

VERIFICATION

I the above deponent do verify that the contains given in Para 1 to 8 of the affidavit are true to the best of my knowledge and belief.

Verified on at.....

Deponant

FORMAT FOR UNCONDITIONAL BANK GUARANTEE IN LIEU OF RECEIVING PAYMENT AGAINST THE SECURITY DEPOSIT ACCRUED ANNUALLY BY PAYING THE RUNNING BILL AT 95%, i.e THE RETENTION MONEY DEDUCTED @ 5% FROM RUNNINGBILLS

To
M/s. Bharat Coking Coal Limited
Koyla Bhawan, Koyla Nagar
Dhanbad – 826005

Sub : Bank Guarantee No. Date
Bank Guarantee Amount INR / Rs. {(Indian Rupees(in words)}
Valid up to
Claim Period up to

Ref : Application No. Dated submitted by M/s.
..... (Contractor) and letter No. dated
..... issued by General Manager, Area, BCCL.

M/s. (Name and Address of the Contractor) (hereinafter called the Contractor) has entered into a contract under NIT No. dt..... LOA vide letter No. dt..... and work order / Agreement no. dt..... (hereinafter called the said contract) with M/s. Bharat Coking Coal Limited (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.

The Contractor agreed that it shall furnish the Bank Guarantee from a Nationalised / Scheduled Bank encashable at Dhanbad Branch / Kolkata Branch for a sum of INR (Indian Rupees) as security in lieu for receiving payment against the Security deposit accrued annually by paying the running bill at 95%, i.e the Retention money deducted @ 5% from running bills.

The (Name of the Bank) having Registered Office atand one of its branches at has at the request of this contractor agreed to give this Guarantor herein under contained.

We, the, Bank (hereinafter called "the Bank") do hereby unconditionally agreed with the Company that the Bank shall merely on demand in writing without raising any question or objection or demur shall pay to the company the said sum of INR (Indian Rupees) or such portion as shall then remain due 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 any ground that the Contractor has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or any legal proceeding is pending between the company and the contractor regarding the claim in any forum.

We, the Bank further agree that the Guarantee shall come into force from the date hereof and shall remain in force and effect till (90 days beyond the remaining period of contract). However, if so required by the company, before expiry of the validity of this guarantee, the bank shall renew the period of validity of the Bank Guarantee against request for a further period, 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, failing which it shall pay to the company the said sum of INR (Indian Rupees) or such lesser amount of the said sum of INR (Indian Rupees) as may be due to the company and as the company may demand.

This Guarantee shall remain in force until the dues of the company in respect of the said sum of INR (Indian Rupees) and interest are fully satisfied and the Company certifies that the Contract has been successfully 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 from time to time, 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 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 against service of their written claim on the Bank within, the said sum of INR (Indian Rupees) or such lesser sum as may then be deemed to the company and as the company may require.

Notwithstanding anything contained herein the liability of the Bank under this Guarantee is restricted to INR (Indian Rupees) the guarantee shall remain in force till the day of and unless the guarantee is renewed or claim is preferred against the bank within 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 Bank Guarantee as referred above shall also be encashable at Dhanbad Branch / Kolkata Branch at (pl. Specify name of the Branch with address).

This guarantee shall 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 Sri & Sri who have signed it on behalf of the Bank have authority to do so on mentioning identity code no. of the said signatories.

Dated, this day of

Signature of the authorised person

For and on behalf of the Bank

Place

Under Jurisdiction of Dhanbad Court only.

PROFORMA OF JOINT VENTURE /CONSORTIUM AGREEMENT

(On Non-Judicial Stamp paper of appropriate value as per provision of the Stamp Act applicable in the concerned state)

This Joint Venture /Consortium agreement is made on thisday of.....

AMONGST/BETWEEN

M/s....., having its registered Office at
Represented by Shri.....(Name and Designation) of M/s.....Who has power of Attorney to enter into Joint Venture /Consortium with.....and Sign all documents/agreements on behalf of M/s..... (hereinafter referred to as".....")

AND

M/s....., having its registered Office at
Represented by Shri.....(Name and Designation) of M/s.....who has power of Attorney to enter into Joint Venture /Consortium with.....and Sign all documents/agreements on behalf of M/s..... (hereinafter referred to as".....").

The expressions M/sand M/s.....Shall, wherever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns and shall collectively be referred to as "Joint Venture /Consortium/Parties" and individually as "Joint Venture /ConsortiumPartner/Party".

WHEREAS M/s.....and M/s.....agreed to form a Joint Venture /Consortium in order to join their forces to obtain best results from the combinations of their individual resources of technical and management skill, finance and equipment for the benefit of the project and in order to submit the Bid for the work of "....."

..... (hereinafter referred to as "Project") under.....(Name of Company(hereinafter referred to as "the principle Employer").

The Parties hereby enter into this Joint Venture /Consortium Agreement (hereinafter referred to as "Joint Venture /Consortium Agreement") to jointly prepare and submit the Bid for the Project and in the event of securing the Project from the Employer, to execute the Project in accordance with the Contract terms and conditions, to the satisfaction of the Principal Employer.

NOW THEREFORE, the parties, in consideration of the mutual premises contained herein, agree as follows:

1) FORMATION AND TERMINATION OF THE JOINT VENTURE /CONSORTIUM.

The parties under this Agreement have decided to form a Joint Venture /Consortium to submit the Bid for the above Project and execute the Contract with the Principal Employer for the Project, if qualified and awarded.

- a) The name and style of the Joint Venture /Consortium shall be "....." (hereinafter called the "Joint Venture /Consortium"
- b) The Head Office of the Joint Venture /Consortium shall be located at..... and the site office will be located at the site of the Project. All communication regarding the project will be made to..... Telephone Nos.....
- c) None of the parties of the Joint Venture /Consortium shall be allowed to assign, pledge, sell or otherwise dispose all or part of its respective interests in the Joint Venture /Consortium to any party including the existing partner of the Joint Venture /Consortium.

d) The term of the Joint Venture/Consortium shall begin as on the date first set forth above and shall terminate on the earliest of the following dates.

- i) The Joint Venture /Consortium fails to obtain qualification from the Employer.
- ii) The Contract for the Project is not awarded to the Joint Venture /Consortium.
- iii) The Employer cancels the Project
- iv) Either Party commits material breach of this Agreement and fails to cure such breach within the period designated by the non-defaulting Party
- v) Both parties agree to terminate this Agreement in writing.
- vi) The Project is completed including defects liability period to the satisfaction of the Employer and all the parties complete any and all duties, liabilities and responsibilities under or in connection with the Contract and the Joint Venture /Consortium Agreement.

2) LEAD PARTNER.

M/s..... shall be the Lead Partner of the Joint Venture /Consortium and is responsible for performing a key function in contract management. M/s..... shall be attorney of the parties duly authorized to incur liabilities and receive instructions for and on behalf of any and all partners in the Joint Venture /Consortium and also all the partners of the Joint Venture /Consortium shall be jointly and severally liable during the bidding process and for the execution of the contract as per contract terms with the employer in accordance with the power of attorney annexed. All Joint Venture /Consortium partners M/s..... & M/s..... nominate and authorize Shri..... (name and designation) of M/s..... to sign all letters, correspondence, papers & certificates and to submit the Pre-qualification Application / Bid documents for and on behalf of the Joint Venture /Consortium.

3) REPRESENTATIVE OF THE PARTNERS OF THE JOINT VENTURE /CONSORTIUM.

Each constituent party of the Joint Venture /Consortium appoints the following personnel as the representative of the relevant party with full power of attorney from the Board of Directors of the concerned company.

<u>JV / CONSORTIUM Partner</u>	<u>Name</u>	<u>Position in the respective Company</u>
M/s.....
M/s.....
M/s.....

4) PARTICIPATION SHARE & WORK RESPONSIBILITIES.

4.1 The parties agree that their respective participation share (hereinafter called 'Participation Share') in the Joint Venture /Consortium shall be as follows:

- M/s..... :% (.....per cent)
- M/s..... :% (.....per cent) and
- M/s..... :% (.....per cent)

4.2 The Parties shall share the rights and obligations, risk, cost and expenses, working capitals, profits or losses or others arising out of or in relation to execution of the Project in proportion to their share of participation in the Joint Venture /Consortium except as otherwise agreed.

4.3 The parties shall jointly execute the works under the Project as an integrated entity and allocate responsibilities as regards division of work between themselves by organizing the adequate resources for successful completion of the Project. However all parties shall remain jointly and severally responsible for the satisfactory execution of the Project in accordance with the Contract terms and conditions.

5) JOINT AND SEVERAL LIABILITIES.

All partner of Joint Venture /Consortium shall be liable jointly and severally during the Pre-qualification and Bidding process; and in the event the contract is awarded, during the execution of the Contract, in accordance with Contract terms.

6) WORKING CAPITAL

Each party shall contribute working capital for equipment, labour and material or any expenses incurred for execution of the Project or any other investment required in connection with the execution of the project proportionate to the participation ratio.

7) BID SECURITY:

Bid Security, Performance Security and other securities shall be paid by the Joint Venture /Consortium except as otherwise agreed.

8) PERSONNEL & EQUIPMENT

Team of Managers / Engineers of all the partners of the Joint Venture /Consortium will form part of the core management structure and assist in execution of the project. The list of Personnel and equipment proposed to be engaged for the project by each Party will be decided by the management committee.

9) NON PERFORMANCE OF RESPONSIBILITY BY ANY PARTY OF JOINT VENTURE /CONSORTIUM.

- a) As between themselves, each Party shall be fully responsible for the fulfillment of all obligations arising out of its scope of the work for the Project to be clarified subject to the Agreement between the Parties and shall hold harmless and indemnified against any damage arising from its default or non-fulfillment of such obligations.
- b) If any Party fails to perform its obligations described in this Agreement during the execution of the Project and to cure such breach within the period designated by the non-defaulting party, then the other party shall have the right to take up work, the interest and responsibilities of the defaulting party at the cost of the defaulting party.
- c) Stepping into the shoes of the existing partner of Joint Venture /Consortium with all the liabilities of the existing partner from the beginning of the contract with the prior approval of company.
- d) Notwithstanding demarcation or allotment of work of between/amongst Joint Venture /Consortium partners, Joint Venture /Consortium shall be liable for non-performance of the whole contract irrespective of their demarcation or share of work.
- e) In case bid being accepted by Company, the payments under the contract shall only be made to the Joint Venture /Consortium and not to the individual partners.

10) BANK A/C.

Separate Bank A/c. shall be opened in the name of the Joint Venture /Consortium in a scheduled or Nationalized Bank in India as per mutual Agreement and all payments due to the Joint Venture /Consortium shall be received only in that account, which shall be operated jointly by the representative of the Parties hereto. The financial obligations of the Joint Venture /Consortium shall be discharged through the said Joint Venture /Consortium Bank Account only and also all the payments received or paid by company to the Joint Venture /Consortium shall be through that account alone.

11) LIMIT OF JOINT VENTURE /CONSORTIUM ACTIVITIES.

The Joint Venture /Consortium activities are limited to the bidding and in case of award, to the performance of the Contract for the Project according to the conditions of the Contract with the Employer.

12) TAXES.

Each Party shall be responsible for its own taxes, duties and other levies to be imposed on each party in connection with the Project. The taxes, duties and other levies imposed on the Joint Venture /Consortium in connection with the Project shall be paid from the account of the Joint Venture /Consortium.

13) EXCLUSIVITY

The Parties hereto agree and undertake that they shall not directly or indirectly either individually or with other party or parties take part in the Bid for the said Project. Each Party further guarantee to the other party hereto that this undertaking shall also apply to its subsidiaries and companies under its direct or indirect control.

14) MISCELLANEOUS:

- a. Neither party of the Joint Venture /Consortium shall assign, pledge, sell or otherwise dispose all or part of its respective interests in the Joint Venture /Consortium to a third party without the Agreement of the other parties in writing and also without the permission of the Employer.
- b. Subject to the above clause, the terms and conditions of this agreement shall be binding upon the parties, the Directors, Officers, Employees, Successors, Assigns and Representatives.

15) APPLICABLE LAW

This agreement shall be interpreted under laws and regulations of India.

IN WITNESS Whereof the Parties hereto have hereunder set their respective hands and seals the day, month, year first above written.

For

For.....

Signature _____
(Name &Address)

Signature _____
(Name& Address)

.....

.....

(Official Seal)

(Official Seal)

Place

Place

Date

Date

Witness
Signature

Witness
Signature

(Name &Address)

(Name& Address)

.....

.....

PART-II (PRICE BID)**BILL OF QUANTITIES / SCHEDULE OF QUANTITIES**

Item No.	Particulars	Quantity (In MT)	Rate (In Rs./MT)	Amount (Rs.)
1	Transportation of powdered Magnetite by trucks from Jaduguda Plant of M/s UCIL to BCCL Washeries (Dugda, Moonidih, Sudamdih, Bhojudih, Mahuda) (average distance 200 Km) including cost of all materials, labor and allied works etc. complete job as per the direction of Engineer-in-charge.	14,000 Te		
2.	Loading and Unloading of Powdered Magnetite including cost of all materials, labour and allied works etc. Complete job as per the direction of Engineer-in-charge.	14,000 Te		
TOTAL AMOUNT (in figure)				
TOTAL AMOUNT (in words)				

Note :

1. Scope of work includes weighment by M/s UCIL at their end and at respective Washery Weigh Bridges for each consignment. No payment will be made against weighments.
- 2 All duties, taxes will be applicable as per clause no. 11.3 of Instructions to Bidders and 11(vii) of General Terms and Conditions of tender document.

SIGNATURE OF TENDERER WITH SEAL