



CENTRAL COAL FIELD LIMITED
OFFICE OF THE GENERAL MANAGER
B&K AREA, KARGALI, PO.-BERMO
Dist-BOKARO, PIN-829104

Tel. Nos : **06549- 220337**, Fax No : **06549-220938**

website: [http:// coalindiatenders.gov.in](http://coalindiatenders.gov.in)

REF.No.:- SO (E&M)/Veh./e-Tender/15-16/633 DATE :- 04.08.2015

e-Tender ID:-2015_CCL_17830_1

E-TENDER NOTICE

(Only Through Electronic Tendering)

[\(NIT for Hiring of Vehicle\)](#)

TENDER ABSTRACT

1	Name of Area	B&K AREA
2	Name of Sub Area	NA
3	Tender Type	Open Tender
4	Tender Title	Hiring of vehicle
5	Tender Ref.No.& Date	SO(E&M)/Veh./e- Tender/15-16/633 Dt. 04.08.2015
6	Product Category	Service contract
7	Tender Value	Rs.6,90,480/- (Excluding Diesel Charges & Service Tax)
8	EMD	Rs. 6,905/-
9	Document Cost	NIL
10	Tender Type	Service contract
11	Posting date of website	Mentioned on e-procurement portal
12	First Announcement Date &Time	-do-
13	Last date & time of document collection	-do-
14	Last date and time for submission	-do-
15	Date and time of opening of Part-I& II	-do-
16	Tender Description (maximum 200 chars)	Hiring of 1 (one) no. Diesel Driven Light Motor Commercial Vehicles (Non A/c) Bolero or equivalent, not older than one year from the date of NIT, complied to Euro 3/Euro-4, for 24 hours use at B&K Area, for the period of three years (1096 days).
17	Contact Person's Name	V.K. Sinha / Mahesh Prasad
18	Contact Person's Desig.	Staff Officer (E&M)/Sr. Manager(E&M)
19	Phone No.	08987784723 / 08987786801
20	Pre-qualification(If any)	NA
21	Number & Name of the file	NA
22	Sequence of files to be attached	NA

(Under unforeseen circumstances and if the due date falls on holiday, the tender will be opened on the next full working day at the same time)

TENDER INPUT FORM**(A) Basic Details:**

2.0	Tender Ref. No.& Dt.	SO(E&M)/Veh/e-Tender/15-16/ 633Dt. 04.08.2015
2	Tender Type	Open Tender
3	Form of Contract	Item wise Rate
4	No. of Covers	2
5	Tender Category	Services
	Account Type Head	Others
6	No of Bid Openers	2 of 3
6 (a)	Name of Bid Openers	1. Sri V.K. Sinha, S.O(E&M)(B&K) or Sri Mahesh Prasad, Sr. Manager(E&M)(B&K), Kargali Area. 2. Sri P.C. Mandal, AFM(B&K) or Sri M.K. Jha, Manager (Fin.), GM Unit (B&K), Kargali. 3. Sri S. P. Sarangi, Chief Manager/SO (P&P)(B&K), Kargali Area.
7	Payment mode	Offline

B) COVER DETAILS

Sr.No.	No. of Covers	Cover type	Contents
1	Two Cover	First cover – Proof of submission of EMD, Pre-qualification /Technical Documents & Affidavits	.
		2nd cover--- Financial	

C) WORK ITEM DETAILS:

1	(a) Work item Title	Hiring of 01 No. Vehicle
2	(b) Work Description	Hiring of 1 (one) no. Diesel Driven Light Motor Commercial Vehicles (Non A/c) Bolero or equivalent, not older than one year from the date of NIT, complied to Euro 3/Euro-4, for 24 hours use at B&K Area, for the period of three years (1096 days).
3	(c) Prequal. Details	As per tender
4	Product Category	Service
5	(d) Product Sub Category	NA
6	Contract Type	Service Tender
7	Tender Value	Rs.6,90,480/- (Excluding Diesel Charges & Service Tax)
8	Bid Validity days, If other, specify	120 days from the date of opening of Part-I & II
9	Completion period in months	3 Years (i.e. 1096 days)

10	Location (Work/service/items)	B&K
11	Pin code	829104
12	Pre Bid Meeting	No
	If pre Bid meeting is yes	NA
12(a)	Pre Bid Meeting Place	NA
12(b)	Pre Bid meeting Address	NA
13	Bid opening place	Office of SO(E&M),(B&K), Area
14	Tenderer class	NA
15	Inviting Officer	SHRI V.K. SINHA, SO(E&M)(B&K), AREA
16	Inviting officer Address phone/email	S.O(E&M)(B&K), Area PO.Bermo, Dist.Bokaro, PIN- 829104 Ph.No.8987784723, 8987786801,e-mail- soenmbnk@ccl.gov.in,mprasad.enm@ccl.gov.in

D) FEE DETAILS

1	TENDER CHARGES	
1(a)	Tender Fee	NA
1(b)	Processing Fee	NA
1(c)	Surcharges	As per tender
1(d)	Other charges	As per tender
1(e)	Tender Charges Payable To	NA
1(f)	Tender Charges Payable At	NA
2	EMD FEE DETAILS	
2 (a)	EMD fee	Percentage (1 % of estimated value)
2(b)	IF EMD Fee is fixedEMD Amount	Rs. 6,905/-
2(c)	EMD Exemption Allowed	Applicable as per rule
2(d)	If EMD Exemption Allowed is Partial, EMD Exemption Percentage %	NA
2(e)	EMD Fee payable To	C.C.L.,B&K AREA, KARGALI
2(f)	EMD Fee Payable Bank & Branch	State Bank of India,Branch- Bokaro Colliery

E) CRITICAL DATES:

S.N.	Particulars Date Time	Date Time
1	Tender e-Publication date	Mentioned on e- procurement portal
2	Document download start date	
3	Document download end date	
4	Bid Submission start date	
5	Bid submission end date	
6	Start date for seeking Clarification on-line	
7	Last date for seeking Clarification on-line	
8	Date of Pre-bid Meeting	
9	Last date of submission of EMD on	
10	Technical Bid Opening date-Part-1(Cover-1)	
11	Opening of BOQ	Intimated later on after scrutiny of Technical Bid.

F) UPLOADING THE TENDER DOCUMENTS (ONLY PDF, JPG, XLS & RAR FILES ALLOWED)

Sl.No	File	Description	Type	Size
1	PDF	Hiring of 1 (one) no. Diesel Driven Light Motor Commercial Vehicles (Non A/c) Bolero or equivalent, not older than one year from the date of NIT, complied to Euro 3/Euro-4, for 24 hours use at B&K Area, for the period of three years (1096 days).	Tender document	

Note:- If the number of bids received upto the bid submission end date are less than three, the bid submission end date and also other relevant dates (excluding pre-bid meeting date) as per time Schedule of NIT shall be extended by 48 hours by issuing corrigendum.

In this extended period any new bidder can submit his tender online. However, the existing bidder(s) will be allowed to modify his/their submission.

If upto the extended end date of bid submission, the number of bids received online remains less than three, the extended bid submission end date and also other relevant dates (excluding pre-bid meeting date) as per modified time Schedule of NIT shall be extended by further 5 days by issuing corrigendum.


In this extended period any new bidder can submit his tender online. However, the existing Bidder(s) will be allowed to modify his/their submission.

If upto extended end date of bid submission, the number of bids received online remains less than three, the bid(s) received shall be opened without any further extension.

Also in cases of extreme urgency of exceptional nature expressed by user department, tenders may be considered for opening without granting any extension by recording reason & with the approval of authority competent to approve finalization of tender.

In case no offers are received, tender will automatically be cancelled with competent approval

Prepared by,
Staff Officer (E&M), B&K Area./Sr.Mgr.(E&M), B&K

	Central Coalfields Limited OFFICE OF THE AREA GENERAL MANAGER B&K AREA: PO. BERMO DIST – BOKARO PIN – 829104
	Tel. Nos : Fax No : 06549-220938 website: http://coalindiatenders.gov.in
Tender Reference No*SO (E&M)/Veh/e-tender/15-16/633 Dated:04.08.2015	

E-TENDER NOTICE

(Only Through Electronic Tendering)

[\(NIT for Hiring of Vehicle\)](#)

1. Tenders are invited on-line on the website [https:// coalindiatenders.gov.in](https://coalindiatenders.gov.in) from the eligible bidders having Digital Signature Certificate (DSC) 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 traced up to the chain of trust to the Root Certificate of CCA, for the following work:

Description of Work	Estimated Cost of Work (Rs)	Earnest Money (Rs)	Period of Completion (Year)
Hiring of 1 (one) no. Diesel Driven Light Motor Commercial Vehicles (Non A/c) Bolero or equivalent, not older than one year from the date of NIT, complied to Euro 3/Euro-4, for 24 hours use at B&K Area, for the period of three years (1096 days).	Rs.6,90,480.00 (Excluding Diesel & Service Tax)	Rs.6,905/-	3 Years (1096 days)

N.B. :-

1. No diesel /lubricant shall be issued from Company, Cost of Diesel would be reimbursed on monthly basis.
2. (a) Rate should be quoted for Hire Charges/day only. (b) Kilometer/ Liter of Diesel, which will be reimbursable. Minimum average of Mileage is 10 Km/Ltr.
3. Rate should be quoted including service tax. Service tax shall be reimbursed on production of documentary evidence if applicable. Period of Contract: 3 years

2. Time Schedule of Tender:-

Sl.No.	Particulars	Date Time	Date Time
1	Tender e-Publication Date	Mentioned on e- procurement portal	
2	Document download Start date		
3	Document download end date		
4	Bid Submission start date		
5	Bid submission end date		
6	Start date for seeking clarification on line		
7	Last date of seeking clarification on line		
8	Date of Pre bid meeting		
9	Last date of submission of EMD on		
10	EMD & Technical Bid Opening date		
11	Opening of BOQ	Intimated later on after scrutiny of Technical Bid.	

Deposit of EMD:

Bidders shall deposit EMD through on line fund transferred RTGS/NEFT from any Schedule Nationalised Bank. The bidder will have to furnish on line the alpha-number numeric unique Transaction reference (UTR) number before submission bid. The payment made through NEFT/RTGS must be received in CCL designated account before the last date and time of receipt of EMD. Physical modes of payment i.e. Banker Cheque or Demand Draft etc. is not acceptable.

N.B:EMD is to be deposited through electronic payment mode in A/c CCL B&KAREA, of STATE BANK OF INDIA, BOKARO COLLIERY BRANCH in Account No. 11471737058 Having IFSC code:- SBIN 0007073, MICR CODE-827002515. ADDRESS OF THE BRANCH- State Bank of India, Branch- Bokaro Colliery, PO-Sunday Bazar ,Dist- BOKARO, Jharkhand, PIN-829127.

SBI A/c Holder may deposit EMD through their cheque directly in the above mentioned A/c also.

The bidder must upload scanned copy of RTGS /NEFT UTR receipt or scanned copy of the cheque deposit receipt duly certified by Banker & on the back side also mentioned their Name ,Bank ,Branch, & A/c No. also along with their offer in the EMD/relevant folder/file of **Cover-I**.

The offer submitted shall be considered valid only when accompanied by EMD as per the details mentioned above in the E-payment mode only. In case of non-submission of the EMD as detailed above, the tender shall be treated as non-responsive and will not be processed further i.e. out right reject without assigning any reason whatsoever.

3. Pre-bid Meeting / Clarification: No Pre-bid Meeting is arranged for this tender.

The purpose of the Query is to clarify the issues and to answer the questions on any matter that may be raised at any stage. Non-receipt of any query and subsequent clarification will not be a cause for disqualification of bidder and it shall be presumed that the bidder does not require any clarification.

5. **Clarification of Bid:** The bidder may seek clarification on-line within the specified period as mentioned on e-procurement portal. However, the management will clarify as far as possible the relevant queries.
6. The bidders have to accept the on-line user portal agreement, which contains the acceptance of all the Terms and Conditions of NIT and tender document. Undertakings and the e-Procurement system through [https:// coalindiatenders.gov.in](https://coalindiatenders.gov.in) in order to become an eligible bidder. This will be a part of the agreement.
7. **Eligible Bidders:** The invitation for bid is open to all bidders including an individual, proprietorship firm, partnership firm, company or a Joint Venture having eligibility to participate as per eligibility criteria stipulated in clause No.10 of NIT and having Digital Signature Certificate (DSC) 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.
8. **Validity:** -The validity of quoted rates shall be 120 days from date of bid opening (Part-1) of the tender.
- 9 **Refund of EMD:** - The Earnest Money will be retained in the case of successful tenderer. This deposited Earnest Money will be converted into the initial Security Money and the same shall be refunded after satisfactory completion of the contract period.

EMD of the unsuccessful tenderer shall be refunded immediately after finalization of tender. The bidder should submit **MANDATE FORM** for e-payment along with proof of submission of EMD, if not submitted earlier, as per the format given at Annexure for refund of EMD to unsuccessful bidders/successful bidder through electronic fund transfer.

EMD shall be forfeited if any tenderer withdraw their offer before finalization of the tender or fails to submit order acceptance within 15 days from the date of order.

10. Eligibility Criteria:-

- (a) Scanned copy of documents (Self certified and attested by Notary Public) to be uploaded in Part-I by bidders in support of Information/ declaration furnished online by the bidder against
 - a. 1 Average annual financial turnover during the last 3 years ending 31st march of the previous financial year should be at least 30% of the estimated cost.
 - a. 2 Registration of vehicles & Ownership in the name of Tenderer/Bidder/ Firm .
 - a. 3 Fitness Certificate of vehicle as per Motor Vehicle Act & Rules as applicable (Acceptance of Vehicles will depend upon verification by Technical member of B&K Area before issue of the work order)
 - a.4 State Govt. Taxes / Road Tax paid up to date.
 - a.5 R.T.O. passing with valid permit if applicable.
 - a.6 Comprehensive Insurance of the vehicles for current validity.
 - a.7 Evidence of Registration in respect of Service Tax & Professional Tax if applicable & PAN No. In case of Partnership Firm or Joint Venture Firm, Service Tax & Professional Tax and PAN card should be the name of Partnership Firm's or Joint Venture Firms, otherwise Tender will be rejected.
 - a.8 Model of vehicle not older than one year from the date of NIT.
 - a.9 Ownership status details i.e. Proprietorship/Partnership/Company with documentary evidence.
 - a.10 Name of the Driver & their Valid Driving license.
 - a.11 Bank Soundness Certificate issued by any schedule Bank within one year From the issue date of NIT.
 - a.12 Vehicle pollution certificate

a. 13 All the documents of vehicle be applicable for operation of the vehicle in Jharkhand State.

a. 14 Self declaration certificate of non-banning / black listed from any PSU /Central /State Govt.

If the bidder himself is the DSC holder bidding on-line then no document required.

However, if the DSC holder is bidding online on behalf of the bidder, the Power of Attorney or any sort of legally acceptable authority to bid on behalf of the bidder is required to be produced.

An Affidavit on a non-judicial stamp paper of minimum value of Rs.100 regarding genuineness of the information furnished by bidder on-line and authenticity of the documents submitted online in support of eligibility, as per the format given in the bid document at Annexure – VII.

(b) EXPERIENCE:-:

The intending tenderer must have in its name as a prime contractor experience of having successfully completed similar works during last 7 (seven) years ending last day of month previous to the one in which bid applications are invited (i.e. eligibility period) should be either of the following :-

Three similar completed works each costing not less than the amount equal to 40% of the Estimated cost.

or

Two similar completed works each costing not less than the amount equal to 50% of the Estimated cost.

Or

One similar completed work costing not less than the amount equal to 80% of the estimated cost.

The work experience of the bidder for those works only shall be considered for evaluation Purposes, which are completed on or before the last day of month previous to one in which e-Tender has been invited (e-Publication date of NIT). The experience of incomplete/ongoing Works as on the last date of eligibility period will not be considered for evaluation.

While considering the value of completed works, the full value of completed works will be considered whether or not the date of commencement is within the said 7 (seven) years period .

The cost of completed works shall be given a weight age to bring them at current price Level by adding 5% for each completed year (total number of days/365) after the end date of Experience (date of completion of work) till one year before the last day of month previous to one in which e-Tender has been invited.

Note: Only one file in pdf format can be uploaded against eligibility criteria. Any additional/ other relevant document(s) 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.

11 Submission of Bid:

a. In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal of Coal India ([https:// coalindiatenders.gov.in](https://coalindiatenders.gov.in)) with valid Digital Signature Certificate (DSC) 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 online Registration of the

Bidders on the portal will be free of cost and one time activity only. If the bidder is an individual person then he should register himself under “Individual” category and if the bidder is a partnership firm/Joint venture/ Company then registration should be under “Corporate” category. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person.

b. The bidders have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including Terms & Conditions and General Terms and 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. No conditional bid shall be accepted.

c. Letter of Bid: The format of Letter of Bid (as given in the NIT) 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-II. 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. 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.

d. Eligibility Criteria&Required Documents in Part-1 :-

Detailed List of documents to be submitted in Part – I, Scanned copy of documents (Self certified and attested by Notary Public)		
SN	Description	Remarks
1	Upload of the scanned copy of RTGS/NEFT UTR receipt as proof of EMD	Scanned copy to be uploaded in Part-1
2	Average annual financial turnover during the last 3 years ending 31 st March (FY 14-15,13-14& 12-13) of the previous financial year should be at least 30% of the estimated cost	Scanned copy to be uploaded in Part-1
3	Evidence of Registration in respect of Service Tax & Professional Tax & PAN No. In case of Partnership Firm or Joint Venture Firm Service Tax & Professional Tax and PAN card should be the name of Partnership Firm’s or Joint Venture Firm’s, TDS Certificate, Balance Sheet otherwise Tender will be rejected.	Scanned copy to be uploaded in Part-1
4	Particulars of registration/clearance from appropriate PF authorities. In case tenderer does not have the PF registration, he has to submit the undertaking stating that he will submit the PF registration of his employees before issue of work order.	Scanned copy to be uploaded in Part-1

5	<p>Declaration in Affidavit on a non-judicial stamp paper of minimum value of Rs.100 regarding following as per Annexure – III:-</p> <p>(a) Ownership status details i.e. Proprietorship/Partnership/Company/joint venture with documentary evidence. (please mention type of firm)</p> <p>(b) Regarding banned/debarred or delisted by any Govt. or Quasi-Govt. Agencies or PSUs & None of the partners of our firm is relative of the employee of Central Coalfield Limited</p> <p>(c) Detail information regarding deployment of matching equipments/diesel driven light vehicles .</p> <p>(d) Regarding genuineness of the information furnished by bidder on-line and authenticity of the documents submitted on-line in support of eligibility</p>	<p>Scanned copy to be uploaded in Part-1 and Original to be submitted before opening of Part-2 at E&M Office, (B&K)</p>
6	<p>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, the Power of Attorney or any sort of legally acceptable authority to bid on behalf of the bidder is required to be produced as per Annexure-V of NIT.</p>	<p>Scanned copy to be uploaded in Part-1 and Original to be submitted before opening of Part-2 at E&M Office, (B&K)</p>
7	<p>Commercial Vehicle papers of one no. Bolero or equivalent vehicle such as certificate of registration stating Make and Model of Vehicle First Date of Registration, fitness certificate, RTO Taxes, Valid Permit, insurance.</p>	<p>Scan copy of</p> <ol style="list-style-type: none"> (1) Certificate of Registration. (2) Insurance (3) Fitness certificate (4) RTO Taxes (5) Valid Permit (6) Valid Pollution Certificate of the Vehicle <p>are to be uploaded in COVER –1 (Part-1) & Originals are to be submitted for verification at E&M office on or after opening of Part-1 but before opening of Part-2</p> <p style="text-align: center;">OR</p> <p>Scanned copy of the affidavit to be uploaded in Part-1 and Originals are to be submitted for verification before opening of Part-2 at E&M Office, (B&K)</p>

8	<p>The intending tenderer must have in its name as a prime contractor experience of having successfully completed similar works during last 7 (seven) years ending last day of month previous to the one in which bid applications are invited (i.e. eligibility period) should be either of the following :- Three similar completed works each costing not less than the amount equal to 40% of the Estimated cost. or Two similar completed works each costing not less than the amount equal to 50% of the Estimated cost. Or One similar completed work costing not less than the amount equal to 80% of the estimated cost.</p> <p>The work experience of the bidder for those works only shall be considered for evaluation Purposes, which are completed on or before the last day of month previous to one in which e-Tender has been invited (e-Publication date of NIT). The experience of incomplete/ongoing Works as on the last date of eligibility period will not be considered for evaluation.</p> <p>While considering the value of completed works, the full value of completed works will be considered whether or not the date of commencement is within the said 7 (seven) years period.</p> <p>The cost of completed works shall be given a weight age to bring them at current price Level by adding 5% for each completed year (total number of days/365) after the end date of Experience (date of completion of work) till one year before the last day of month previous to one in which e-Tender has been invited.</p>	<p>Scan copy of (1) Work completion Certificate. (2) Work order To Be uploaded in COVER –1 (Part-1)</p>
9	<p>Bank Soundness Certificate issued by any schedule Bank within one year from the issue date of NIT. and submit mandate form for e-payment certificate as per Annexure VI.</p>	<p>Scanned copy to be uploaded in Part-1</p>
10	<p>Valid driving license of drivers</p>	<p>Scanned copy to be uploaded in Part-1</p>
11	<p>Valid Pollution Certificate</p>	<p>Scanned copy to be uploaded in Part-1</p>

e. Price bid (Cover II): The Price bid containing the Bill of Quantity (BOQ) will be in .xls format (password protected) and will be uploaded during tender creation. This will be downloaded by the bidder and he will quote the name of the firm , quantity&rate(In Light Green Area) after selecting their status of Bidder ,in the drop menu for **all tendered items** during the bid submission on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission in Cover-III. The price bid will be in item wise rate BOQ format & the bidder will have to quote for all the tendered items & L-1 will be decided on overall quoted value. The Price –Bids of the tenderers will have no condition .The Price- Bid which is incomplete & not submitted as per instruction given above will be rejected.

For calculation of overall bid value, the quoted rate/value will decide the L-1(i.e. overall value of works).

For calculation of overall bid value , share of Service tax required to be paid by the bidder as well as by the CCL(as per reverse charge mechanism & status of the Bidder effective from

01.07.2012) will be added to the quoted rate/value to decide the L-1(i.e. overall value of works). And then the share of Service Tax to be deposited by the CCL, if any is to be deducted to arrive at contract value. The applicable share of service Tax (under reverse charge mechanism w.e.f. 01.07.2012 is given below:-

Hiring of vehicles to carry Passenger	Share of Service Tax (%)		Actual Financial Impact
	Bidder (Agency)	CCL	
Where Agency is a Body corporate i.e. a company registered under Company Act 1956 and not availing CENVAT credit	NIL	NIL	No service Tax is payable
Where Agency is a Body Corporate i.e. a company registered under Company Act 1956 and also availing CENVAT credit	60	NIL	Service Tax is payable @7.416% on Bill amount (incl HSD) is payable by Bidder only
Where the Agency is an Individual, Proprietorship Partnership or Joint Venture and not availing CENVAT Credit	NIL	40	Service Tax is payable @ 4.944% on Bill amount (Inclusive HSD) is payable by CCL only.
Where the Agency is an Individual, Proprietorship, Partnership Or Joint Venture and	60	40	Service Tax is payable @ 4.944% on Bill amount (incl HSD) is payable by CCL & @ 7.416% on bill amount is payable by the bidder

Whether the bidder is a Small Service Provider(exempted for service Tax Registration and/or payment of service tax)	Nil	40	Service Tax is payable@ 4.944% on bill amount (incl HSD) is payable by CCL only.
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The Price-bids of the tenderers will have no condition. The Price Bid which is not submitted as per instruction given above will be rejected.

NOTE :(i). A Small Service Provider is one whose aggregate value of taxable service rendered by a provider of taxable service from one or more premises, does not exceed Ten Lakhs Rupees in the preceding financial year.

(ii). Body Corporate i.e. a Company registered under Companies Act, 1956.

1. Other than Body Corporate and Small Service Provider not availing exemption of Service Tax i.e. Individual, Proprietorship, Partnership and Joint Venture.
2. When L-1 bidder has been awarded the work on the basis of being a Small Service Provider getting exemption from payment of Service Tax(as per status chosen by the bidder), no Service

Tax will be reimbursed to them in the event of **bidders total turn over of taxable services from all sources** exceeding the threshold limit of exemption **during the tenure of this contract.**

f. Shortfall documents: - The Tender inviting authority may ask for shortfall documents during the evaluation of the bids (Part II & Part III). These documents shall not be relating to submission of EMD. These documents may be allowed to be uploaded within the specified time period. The above documents will be specified on-line under the link "Upload shortfall documents"/e-mail inbox by evaluator indicating start date and end date time for online submission by bidder. The bidder will get this information on their personalized dashboard under "Upload shortfall document" link / e-mail inbox. 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 at least once daily 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.

12. All bids are to be submitted on-line on the website <https://coalindiatenders.gov.in>, No bid shall be accepted off-line.

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 website. Under any circumstances, CCL 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.

14. After received of EMD as stated in clause No.3, the Technical-bid will be decrypted and opened online, on the scheduled date and after the pre-scheduled time by the *Bid Openers* with their Digital Signature Certificate (DSC). The bidder can view bid opening remotely on their personalized dash board under “Bid Opening (Live)” link. Thereafter, the Technical-bid shall be evaluated by the system on-line based on the information furnished by bidders on-line in accordance with NIT clause No.10 (Eligibility Criteria). This on-line evaluation will be validated by CCL.

15. After evaluation of Technical-bid, all the bidders will get the information regarding their eligibility on website. Thereafter, a system generated e-mail confirmation will be sent to all successful bidders communicating the date and time of opening of Price-bid.

16. The Price-bid of the successful bidders (qualified in Technical-bid) will be decrypted and opened on-line, on the scheduled date and after the pre-scheduled time by the *Bid Openers* with their Digital Signature Certificate (DSC). The bidder can view bid opening remotely on their personalized dash board under “Bid Opening (Live)” link. The bidders will get the information regarding the status of their financial bid and ranking of bidders on website.

17. The bidders are not required to submit hard copy of any document through offline mode except which are mandatory. Any document submitted offline will not be given any cognizance in the evaluation of tender.

a. In case the bidder submit requisite documents online as per NIT, then the bidder will be considered eligible for award of contract

b. In case the bidders fail to submit requisite documents online as per NIT or if any of the information/declaration furnished by bidders online is found to be wrong by Tender Committee during evaluation of scanned documents uploaded by bidder, which changes the eligibility status of the bidder (for the first time), then the EMD of bidders will be forfeited and re-tender will be done. (With the same or different quantity, as per the instant requirement). In this re-tender, offer from this bidder will not be accepted. The Penal action of debarring the bidder in re-tender will be restricted to first re-tender only. If the first re-tender is not finalized and there is second time re-tender, then this penal action will not be applicable.

c. If the bidders fail to submit the requisite documents online as per NIT or if any of the information/declaration furnished by bidders online is found to be wrong by Tender Committee during evaluation of scanned documents uploaded by bidder, which changes the eligibility status of the bidder, in two tenders, floated by the same tender inviting authority, within a span of one year (to be counted with respect to date of e-publication of NIT), then the EMD of bidders will be forfeited and this bidder will be debarred for one year from participating in tenders in CCL and re-tender will be done.

d. It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents as mentioned above.

(The Penal action against clause (b) and (c) above will be enforced from the date of issue of such order)

Intending Tenderers may submit offer for the above vehicle with provision of vehicle for 24 Hrs./Day.

TERMS AND CONDITIONS

- Payment will be made on monthly basis after certification of bills depending upon No. of days and availability of Vehicle.
- Repair/Maintenance/Insurance /Taxes etc. will be on tenderers A/C.
- No Diesel/ Lubricant shall be issued from our company. Cost of Diesel would be reimbursed on monthly basis. Minimum assured average would be as per approved norms.
- For reimbursement of POL cost, the POL cost applicable on the 1st day of every month will be considered as per rate of nearest fuel station and Diesel rate will increase or decrease as per the market rate.
- Rates will be quoted inclusive of all incidental charges to be paid to the Govt. Authorities, wages of driver/conductor and maintenance charges, oil etc.
- Any statutory levies/taxes if required will be on account of tenderer.
- Separate Log book as per CCL procedure to be maintained by the Driver with due entries and average of Vehicle to be calculated at the end of the month.
- The driver shall not be intoxicated condition when on duty.
- Minimum acceptable fuel consumption rate will be 10 KM/Ltr.
- Driver should be literate, courteous, should have pleasing manners & having valid Driving License with badge number and competent to run and maintain Vehicle and Log Book. It is the sole responsibility of the owner and driver that all types of paper of the vehicle including the driving license kept the vehicle or with the driver if required or asked by any company's executive to be shown immediately.
- Driver should have initial Medical Examination Certificate before engagement.
- The Driver shall not be intoxicated condition when on duty.
- Any accident to Vehicle and damages will be at the cost and risk of the owner of the Vehicle. Company is not responsible in any way or company will not give any compensation in this regard.
- It is the sole responsibility of the owner to depute supervisor or competent person for the supervision of the hired vehicle which are used in the company.
- CCL reserves the right to ask for additional Vehicle from the tenderer if required. CCL also reserves right to reduce/increase the ceiling limit as per management requirement after competent approval.
- Any litigation whatsoever during transport of vehicle shall be liability of transporter.
- Conditions offer shall not be considered.
- Company shall not be under any obligation to accept the lowest tender and also reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.
- Validity period of rates quoted is 180 days from the date of bid opening (Part-1) of the tender.
- The contractor should not engage contractual workers i.e. to say that, they will employ their regular workers against whom statutory deductions are made as a proof of Operators/Fitters etc. being on their roll.
- OT and Night halt charges will not be paid.
- Vehicle will be engaged within mine premises and also out station duties as per requirement.
- Rate quoted should be exclusive of Service Tax.
- Intending tenderers are advised to inspect the site/route before quoting the rates. No dispute regarding lead and road condition would be admitted later on.

- Rate quoted should be inclusive of all taxes, duties, etc. on the date of the tender. However reimbursement of toll tax/ entry tax/ border tax will be paid on monthly basis on production of receipts separately.
- The documents submitted should be clear and legible.
- The security deposit shall be 10% of the value of the work awarded (Hiring cost).
- Self-declaration certificate for non-banning or de-listed from any Govt./Semi Govt./PSUs.
- Minimum assured fuel average to be confirmed.
- The Management reserves the right to cancel the service of the vehicle or suspended the service of the vehicle even if the award or work order has issued to the agencies/ party without assigning any reason whatsoever.

18. Penalty Clause :-

If contractor fails to provide Vehicle for whole day hiring charges shall not be paid for that day. In addition to this, 20% of the hiring charges for that day shall be deducted as Penalty for that day extra. If contractor fails to provide Vehicle, management reserves the right to hire Vehicle from the market on the risk and cost basis of the contractor.

In case to provide Vehicle for part of a day, proportionate hourly hiring charges shall be deducted for that day.

Total penalty of the contract should not exceed 10% of the awarded value of hiring Charges.

19. For the awarded work, the date of commencement shall be reckoned from the 10th day of issue of letter of acceptance or actual commencement whichever is earlier.

20. The tenderer will deploy sufficient number vehicle, drivers and the supervisory personnel required for execution of the work.

21. The successful bidder/s will get the information regarding award of work on their personalized dashboard on-line.

22. Tender document is a part of NIT.

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

24. Tenderer must have to download the corrigendum, if any related to this tender. So tenderers must go through website even on last date of availability of tender documents.

25. The Company shall not be responsible for any delay/difficulties/inaccessibility of the downloading/uploading facility for any reason whatsoever.

26. Contract shall be closed, if the company decided to purchase the Vehicle as per office order No.CH:TS:31:1459 dated 20/11/2012 issued by Chairman ,Coal India Limited . Note: - The Tenderer should contact the tendering authority & verify the facts in case of confusion.

STAFF OFFICER (E&M)

Distribution:-

B&K KARGALI.

1. Notice Board of GM(B&K), Kargali.
2. The DGM(MS/PR), CCL, Ranchi: for publishing in news paper.
3. The GM(E&M), CCL, Ranchi.
4. The GM (Vig.),CCL, Ranchi.
5. The GM (Sys.), CCL, Ranchi.

INSTRUCTIONS TO TENDERERS

Section : 1

INSTRUCTIONS TO BIDDERS

1. SCOPE OF TENDERER

1.1 The Central Coalfields Limited invites bids for work/service of (as defined in these documents and referred to as "the works/service") detailed in the table given in the Notice Inviting Tenders (NIT). The tenderers may submit tenders for any or all of the works/service (Packages or slices) detailed in the NIT.

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

2. ELIGIBLE TENDERERS :

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

2.2 All bidders shall provide in qualification information in Section 2, Forms of Bid and Qualification Information.

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

Joint venture details :

Name of all partners of a joint venture

(a) Lead partner

(b) 2nd Partner

(c) 3rd Partner

Notes : Joint ventures must comply the following requirements :

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

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

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

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

- iii) Any bid shall be signed so as to legally bind all partners jointly and severally and any bid shall be submitted with a copy of the joint venture Agreement (JV Agreement providing the joint and several liabilities with respect to the contract.
- iv) The pre-qualification of a joint venture does not necessarily pre-qualify any of its partners individually or as a partner in any other joint venture or association. In case of dissolution of a joint venture, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.
- v) The bid submission must include documentary evidence to the relationship between joint venture partners in the form of JV Agreement to legally bind all partners jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each and all of the firms in the joint venture. Such JV Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.
-) One of the partners responsible for performing a key component of the contract shall be designated as Lead Partner. This authorization shall be evidenced by submitting with the bid of power of attorney signed by legally authorized signatories of all the partners.
- i) The JV Agreement must provide that the Lead partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture and the entire execution of the contract shall be done with active participation of the Lead Partner.
- ii) The contract agreement should be signed jointly by each joint Venture Partners.
-) An entity can be a partner in only one Joint Venture. Bid submitted by Joint Ventures including the same entity as partner will be rejected.

3. QUALIFICATION OF THE TENDERER :

3.1 In the event that prequalification of potential bidders has been undertaken, only Bids from prequalified bidders will be considered for award of Contract. These qualified bidders should submit with their Bids any information updating their original prequalification applications or, alternatively, confirm in their Bids that the originally submitted prequalification information remains essentially correct as of the date of Bid submission. The update or confirmation should be provided in the Section 2. Mentioned as forms of bids and qualification information.

3.2 If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their Bids. [Copies of all

Documentary evidences are to be duly authenticated by the tenderers/constituted attorney of the tenderer with full signature and seal. All signed declarations are to be made in the tenderer's letter head.]

- a. Copies of original documents defining the constitutions or legal status, place of registration, and principal place of business; written power of attorney of signatory of the Bid to commit the Bidder.
- b. Experience of CCL Areas /Govt.Organisations for similar work executed in last 7 years with completion certificate.
- c. experience in works of similar nature and size for each of the last seven years, and details of work under way or contractually committed; and the name and address of clients who may be contacted for further information on those contracts;
- d. for major items of loading/unloading/transportation equipment proposed to carry out the contract.
- e. evidence of adequacy of working capital for this Contract (access to lines of credit and availability of other financial resources);
- h. authority to seek references from the Bidder's bankers;
- i. information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount; and
- j. proposals for subcontracting components of the Works amounting to more than 10 % of the contract Price
- k. Permanent Income Tax Account No (PAN)
- l. Two or three companies/contractors participating in the bid as Joint Venture should submit Firm-wise participation details, Banker's name, execution of work with details of contribution of each and all other relevant details.

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

.3 To qualify for award of the contract.

The intending tenderer must have in its name as a prime contractor experience of having successfully completed similar works during last 7 (seven) years ending last day of month previous to the one in which bid applications are invited (i.e. eligibility period) should be either of the following :-

Three similar completed works each costing not less than the amount equal to 40% of the estimated cost.

or

Two similar completed works each costing not less than the amount equal to 50% of the estimated cost.

or

One similar completed work costing not less than the amount equal to 80% of the estimated cost.

The work experience of the bidder for those works only shall be considered for evaluation purposes, which are completed on or before the last day of month previous to one in which e-Tender has been invited (e-Publication date of NIT). The experience of incomplete/on going works as on the last date of eligibility period will not be considered for evaluation.

While considering the value of completed works, the full value of completed works will be considered whether or not the date of commencement is within the said 7 (seven) years period.

The cost of completed works shall be given a weight age to bring them at current price level by adding 5% for each completed year (total number of days/365) after the end date of

experience (date of completion of work) till one year before the last day of month previous to one in which e-Tender has been invited in which bid applications are invited .

(b) The annualized estimated value of the offered work by the tenderer shall be considered as annualized value of the tender.

(c) Ownership of the vehicle as per NIT.

[**Scope of application** :- Recommended to add "Hiring of diesel driven light vehicles etc." in all such places wherever it is appropriate in order to remove confusion on applicability of the manual for materials other than coal and sand]

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

2) Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

a) made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

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

c. The qualification criteria shown above are to be considered as standard for normal works.

4. **ONE BID PER BIDDER**

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

5. **COST OF BIDDING**

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

6. **SITE VISIT**

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

The costs of visiting the Site shall be at the Bidder's own expense.

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

7. **CONTENT OF BIDDING DOCUMENTS**

7.1 The set of bidding documents comprises the documents listed in the table below and addenda issued.

e- Tender Notice

Section 1 Instructions to Bidders; Section 2

Qualification Information Section 3 Conditions of

Contract

Section 4 Scope of work/Bill of Quantities

Section 5 Forms of Securities and Form of Article of Agreement.

08. **LANGUAGE OF BID**

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

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

9. **BID PRICES**

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

(b) The Bidder shall fill-in rates and prices for all items of the Works described in the Bill of Quantities online.
All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause shall be included in the rates, prices and the total Bid Price submitted by the Bidder. All incidentals, overheads etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.

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.

10. **CURRENCIES OF BID AND PAYMENT**

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

INSTRUCTIONS TO TENDERERS

11. BID VALIDITY

11.1 Bid shall remain valid for a period of 120 days after the date of bid opening. A bid valid for a shorter period shall be rejected by the Employer.

11.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid security for a period of the extension, and in compliance with Clause 12 in all respects.

12. BID SECURITY/EARNEST MONEY DEPOSIT

(A) The bid security/EMD of the successful bidder will be discharged when the bidder has signed the agreement and furnished the required performance security/Security Deposit.

(B) The Bid Security/Earnest Money may be forfeited:

•If the Bidder withdraws the Bid after Bid opening during the period of Bid validity or in the case of a successful Bidder, if the Bidder fails within the specified time limit to:

- (i) sign the Agreement; or
- (ii) Furnish the required Performance Security/Security Deposit.

(C) The Bid Security/EMD deposited with the Employer will not carry any interest

13. MODIFICATION AND WITHDRAWAL OF BIDS

Modification of the submitted bid shall be allowed on-line only before the deadline of submission of tender and the bidder may modify and resubmit the bid on-line as many times as he may wish. Bidders may withdraw their bids online within the end date of bid submission and their EMD will be refunded. However, if the bidder once withdraws his bid,

INSTRUCTIONS TO TENDERERS

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he will not be able to resubmit the bid in this tender. 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 after bid submission with the following provision of penal action:

Withdrawal of a Bid between the deadline for submission of Bids and the expiration of the period of Bid validity may result in the forfeiture of the Bid Security/ EMD.

14. PROCESS TO BE CONFIDENTIAL

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

15. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

15.1 Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid: a. meets the eligibility criteria defined in Clause 3;

- b. has been properly signed;
- c. is accompanied by the required securities; and
- d. is substantially responsive to the requirements of the Bidding documents.

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

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

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

16. EVALUATION AND COMPARISON OF BIDS

16.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 15 of ITB.

16.2 The Employer reserves the right to accept or reject any variation, deviation. Variations, deviations,

INSTRUCTIONS TO TENDERERS

Bidding documents or otherwise result in unsolicited benefits for the bidder shall not be taken into account in Bid evaluation.

16.3 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the employer may require the Bidder to produce detailed price 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.

16.4

17. AWARD CRITERIA

17.1 Subject to Clause 18, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be:

- a. Eligible in accordance with the provisions of Clause 2; and
- b. Qualified in accordance with the provisions of Clause 3.

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

18.1 Notwithstanding Clause 17, 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.

19. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

19.1 The successful bidder/s will get the information regarding award of work on their personalized dashboard on-line prior to expiration of the Bid validity period 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").

19.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a Performance Security/Security Deposit in accordance with Clause 20.

19.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder within 28 days following the notification of award along with the letter of Acceptance.

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

INSTRUCTIONS TO TENDERERS

20. PERFORMANCE SECURITY/SECURITY DEPOSIT

(A) Security Deposit shall consist of two parts :

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

(b) Retention Money to be recovered from Running bills. The security deposit shall bear no interest.

(B) Performance security should be total 5% of contract amount including 1% EMD, the rest 4% will be submitted within 28 days of receipt of letter of Acceptance/Award letter by the successful bidders in any of the form given below :

i) Government Securities, FDR or any other form of deposit stipulated by the Management i.e. "Central Coalfields Limited, B&K Area , Kargali".

OR

ii) Fund Transfer (4%) through RTGS/ NEFT from any schedule Nationalised Bank the successful bidder will have to furnish on-line the alpha-number numeric unique Transaction reference (UTR) number to be submitted for the proof of performance Security against the award / work order.

Payment Mode –Inelectronic payment mode inA/c CCL B&KAREA, STATE BANK OF INDIA,BOKARO COLLIERY BRANCH Account No. 11471737058 Having IFSC code SBIN 0007073,MICR CODE-827002515,ADDRESS OF THE BRANCH-State Bank of India, Branch- Bokaro Colliery, PO-Sunday Bazar ,Dist-BOKARO,Jharkhand,PIN-829127

Failure of the successful bidder to comply with the requirements as above shall constitute sufficient ground for cancellation of the award of work and forfeiture of the bid security.

(C) :Retention Money should be deducted at 5% from running monthly bills. Total of performance security and retention money should not exceed 10% of contract amount or lesser sum indicated in the bid document in case of large value contracts.

D: 5% Performance Security should be refunded within 14 days of the issue of defect after the contract period. Retention money should be refunded after issue of no defect certificate

INSTRUCTIONS TO TENDERERS

21. LEGAL JURISDICTION

21 .1 Matter relating to any dispute or difference arising out of this tender and subsequent contract awarded based on the bid shall be subject to the jurisdiction of **Bermo (Tenughat) Court & High Court Ranchi, Jharkhand** only.

GENERAL TERMS AND CONDITIONS OF CONTRACT

1. DEFINITIONS :

- i. The word "Company" or "Employer" or "Owner" wherever occurs in the conditions, means the Central Coal fields Limited, represented at the headquarters of the Company by the Chairman-cum-Managing Director or his authorized representative or any other officer specially deputed for the purpose.
- ii. The word "Principal Employer" wherever occurs, means the authorized 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 authorized 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 will be clearly defined in the contract document. Engineer-in-charge/Designated Officer-in-charge who is of an appropriate seniority will be responsible for supervising and administering the contract, certifying payment due to the contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. Engineer-in-charge/Designated Officer in-charge may further appoint his representatives i.e. another person/ Project Manager or any other competent person and notify to the contractor who is directly responsible for supervising the work being executed at the site, on his behalf under the Delegation of Powers of the company. However, overall responsibility, as far as the contract is concerned will be that of the Engineer-in-charge/Designated Officer-in-charge.
- viii. The 'contract' shall mean the notice inviting tender, the tender as accepted by the company and the formal agreement executed between the company and the contractor together with the documents referred to therein including general terms and conditions, special conditions, if any, schedule of quantities with rates and amounts, schedule of work.

CONDITIONS OF CONTRACT

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

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

CONDITIONS OF CONTRACT

3. DISCREPANCIES AND ADJUSTMENTS THERE OF :

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 of quantities or any omission there from, shall not vitiate the contract or release the contractor from discharging his obligations under the contract including execution of work according to the specifications forming part of the particular contract document.

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

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

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

4. SECURITY DEPOSIT :

4.1 A. Security Deposit shall consist of two parts;

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

The security deposit shall bear no interest.

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

CONDITIONS OF CONTRACT

- Demand Draft drawn in favour of "Central Coalfields Ltd, B&K Area" on any Scheduled Bank payable at its branch at PHUSRO/BERMO

Failure of the successful bidder to comply with the requirement as above shall constitute sufficient ground for cancellation the award of work and forfeiture of the bid security.

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

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

4.6 Refund of security deposit –

Refund of Security Deposit : The refund of security deposit shall be subject to company's right to right to deduct/ appropriate its dues against the contractor under this contract or under any other other contract. On completion of the entire work and certified as soon as by the Engineer-in Charge, one half of the security deposit (Performance Security) remaining with the company shall be refunded

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

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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 the 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 work and at the same rate/rates as are specified in the contract.

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

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

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

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

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

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

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

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

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

6. TIME FOR COMPLETION OF CONTRACT - EXTENSION THEREOF, DEFAULTS & LIQUIDATED DAMAGE (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 transportation schedule to be submitted by the contractor showing the order in which the work is proposed to be carried out within the time specified in the contract documents. For the purpose of this time and progress chart, the work shall be deemed to have commenced on the expiry of 10 (ten) days from the issue of letter of acceptance/work order or handing over the site of work.

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

6.2. PENALTY CLAUSE:-

1. If contractor fails to provide vehicle for whole day hiring charges shall not be paid for that day . In addition to this, 20% of the hiring charges for that day shall be deducted as penalty for that day .
2. If contractor fails to provide vehicle, management reserves the right to hire vehicle from the market on the risk and cost basis of the contractor

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3. In case to provide vehicle for part of a day, proportionate hourly hiring charges shall be deducted for that day.

4. Total penalty of the contract should not exceed 10% of the awarded value of hiring charges.

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

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

- a. abnormally bad weather
- b. Serious loss or damage by fire.
- c. civil commotion, strikes or lockouts affecting any of the trades employed on the work
- d. delay on the part of the contractors or tradesmen engaged by the company not forming

part of the contract, holding up further progress of the work

- 1) Any other causes which, at the sole discretion of the company is beyond the control of The contractor. A "Hindrance Register" shall be maintained by both the Company and the Contractor at site to record the various hindrances, as mentioned above, encountered during the course of execution.

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

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

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

6.7 The bidding documents will clearly state that :

(a) The successful bidder 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 two months, 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 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.

(c) If any of the Force Majeure conditions exists in the place of operation of the bidder even at the time of submission of bid he will categorically specify to the them in his bid and state whether they have been taken into consideration in their quotations.

7. QUALITY ASSURANCE:

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

8. MEASUREMENT AND PAYMENT :

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

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

a. 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 over payments 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 over payment on demand

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

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

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

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

OR

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-bona fide 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 proceeding for liquidation or composition under any7 insolvency act.

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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 the legal representative or to the partnership concern.

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

a. to carry out the incomplete work by any means at the risk and cost of the contractor

b. to determine the amount to be recovered from the contractor for completing the remaining work or in the event the remaining work is not to be completed the loss/damage suffered, if any, by the company after giving credit for the value of the work executed by the contractor upto the time of cancellation less on a/c payments made till date and value of contractor's materials, plant, equipment, etc., taken possession of after cancellation.

c. to recover the amount determined as above, if any, from any moneys due to the contractor on any account or under any other contract and in the event of any shortfall, the contractor shall be called upon to pay the same on demand. The need for determination of the amount of recovery of any extra cost/expenditure or of any loss/damage suffered by the company shall not however arise in the case of termination of the contract for death/demise of the contractor as stated in 9.1(d).

9.3 Suspension of work - The company shall have power to suspend the progress of 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

CONDITIONS OF CONTRACT

- a. to pay the contractor at the contract rates full amount for transportation works executed and measured at site up to 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, and relevant documents as may be necessary to enable the Engineer -in charge to assess the amount payable. The contractor shall not have any claim for compensation whatsoever either for abandonment or for reduction in the scope of work, other than those as specified above.

10. COMPLETION CERTIFICATE :

10.1 On completion of the work and notifying the same by the contractor to the Engineer in-charge, Completion Certificate shall be issued by the Engineer-in-charge only in the event the work is completed satisfactorily in every respect. Payment of final bill shall be made on completion of the contract and Refund of security deposit shall, however, be made as per the 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, skilled and orderly men to do the work. The Engineer-in-charge shall have the right to ask the contractor/contractors to remove from the work site any men of the contractor/contractors who in his opinion is undesirable and the contractor/contractors will have to remove him within three hours of such orders.
- iii. Precautions shall be exercised at all times for the protection of persons (including employees) and property. The safety required or recommendation by all applicable laws, codes, statutes and regulations will be observed. In case of accidents, he/they shall be responsible for compliance with all the requirements imposed by the Workmen's Compensation Act or any other similar laws in force, and shall indemnify the company against any claim on this account.

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

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iv. The contractor/contractors shall familiarize themselves with and be governed by all laws and rules of India and Local statutes and orders and regulations applicable to his/their work.

v. Building for the sanitary necessities of all persons employed on the work shall be constructed and maintained in the number, manner and place approved or ordered by the Engineer-in-charge. The contractor/contractors 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 taxes, levies, cess, royalties, whether local, municipal, provincial or central pertaining to the contract are payable during the entire period of contract, shall be to the contractor/contractors account and shall be deemed to have been included in the contracted rate for the work to be executed by the contractor. The Company shall not be liable for any taxes or levies etc. whatsoever in connection with this contract.

viii. The company reserves the right to deduct/withheld any amount towards taxes, levies etc. and to deal with such amount in terms of the provisions of the statute or in terms of the direction of any statutory authority and the company shall only provide with certificate towards such deduction and shall not be responsible for any reason whatsoever.

(a) In case of increase in the rate of Sales Tax Deductions at source, the Contractor shall be entitled to be reimbursed to the extent of amount of difference between the existing rate and revised rate of tax deducted at source on production of relevant documents in support of claim in this behalf but limited to the actuals paid by the contractor.

(b) In case of any decrease or remission on the rate of Sales Tax deduction at source, the Company shall be entitled to the amount consequent on decrease / remission of Sales Tax. The Company shall be entitled to recover such amount from the amount due to the Contractor.

The Company reserves the right to deduct/ withhold any amount towards taxes/ Statutory levies, as may be required under the Statute or in terms of direction from any Authority from the amount as directed with the appropriate Authority and the Company shall only provide with certificate towards deduction and shall not be responsible for any reason whatsoever.

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

CONDITIONS OF CONTRACT

tools, staff and labour 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.

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

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, efforts shall be made first to settle the disputes at the company level.

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

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

- **DEFECTS LIABILITY PERIOD :**

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

ADDITIONAL TERMS AND CONDITIONS

- 1) In case of breakdown of vehicle you should provide another vehicle. In case of failure on your side to provide alternative vehicle, the company shall be free to make alternate arrangement at your risk and cost.
- 2) Tender document consist of Scan copies of all documents of vehicles i.e. Registration, Fitness certificate, Tax Payment, Insurance, Permit, Driver/Conductor license. On demand the original documents should be produced.
- 3) For supporting past experience, the bidder should submit the work orders, certificate of actual works already executed and TDS certificate. The intending tenderer must have successfully executed the aforesaid value of the similar work in the same name and the style.
- 4) The bidder is required to give an undertaking in the form of an Affidavit in the prescribed format to deploy matching equipment's / diesel driven light vehicles as per NIT.
- 5) Financial turn over and cost of completed works of previous works shall be given a weightage of 5% per year (average annual rate of inflation) to bring them at current price level.
- 6) The Bid Security/ /EMD of the unsuccessful bidder shall become refundable. **The unsuccessful bidder for this purpose means the bidders who have not qualified for opening of Part-II (Price-Bid) and those who have not emerged as L1 tenderer after opening of Price Bid.** The Bid Security/ /EMD deposited with the employer will not carry any interest.
- 7) **The vehicle is urgently required and to be within a short time after finalisation of tender.**
- 8) Performance certificate: - The bidder should produce satisfactory completion certificate of similar work from CCL Areas /any Government, State Govt./Public Sector or semi Govt. Organization / Private Organization.
- 9) If offer is found suitable, the contractor shall have to bring his vehicle to this office for inspection and trial within 2 days from the date of intimation and the same will be hired only on satisfactory trial of the vehicle. In case of failure to bring the vehicle within stipulated period, the offer of the firm shall be rejected out-right and contract will be finalized on other agency as per rules.
- 10) Parties should have executed similar nature of work along with work completion Certificate.
- 11) The vehicles should be according to recommended policy on safety in transporting & code of safe practice as per Motor Vehicle Act & rule.
- 12) For reimbursement of diesel cost, the diesel rate as applicable on the time to time decrease/increase of every month at nearest fuel station will be considered.

KM/Per Ltr of diesel

Minimum acceptable fuel consumption rate will be 10 KM/Ltr.

- 13) **ABNORMALLY HIGH RATE & ABNORMALLY LOW RATE ITEMS.**

PROVISIONS FOR DEALING WITH VARIATIONS IN RESPECT OF ABNORMALLY HIGH RATE AND ABNORMALLY LOW RATE ITEMS.

The abnormally high rate items are those whose quoted rates are more than 20% of the justified rates decided by the Management.

The abnormally low rate items are those whose quoted rates are less than 20% of the justified rates decided by the Management.

In such cases management / Tender committee reserves the right to cancel all the Bids of tenderer totally or partially without assigning any reason whatsoever. The contractor/ tenderer may please

.note that indulgence in submitting unsolicited offers/ unsolicited correspondence after closure of negotiations is liable to debar him from participating in CCL tenders

ANNEXURE

ANNEXURE-I

Format of Letter of Bid

LETTER HEAD OF BIDDER

**As ENROLLED ONLINE ON e-PROCUREMENT PORTAL OF
CIL (CCL)**

To,
The Tender Committee
E&M Department,
B&K Area, CCL.

Sub: Letter of Bid for -----

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

2. Tender Id No: -----

Dear Sir,

I/We offer to execute the work as per our offered bill of quantity in accordance with the conditions of the NIT document as available in the website.

The Bid and your subsequent Letter of Acceptance/ Work Order shall constitute a binding contract between us.

I/We hereby confirm our acceptance of all the terms and conditions of the NIT document unconditionally. If any information furnished by me/us online towards eligibility in this tender 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 CCL. This document is digitally signed by the DSC holder authorized by the bidder and therefore no physical signature is required.)

Yours faithfully

Signature of Bidder: OR authorized person of bidder: **ORDSC** Holder bidding online with authorization from bidder)

1. Name of the Signatory:

2. Status of Signatory:

(Whether he is the Bidder himself OR authorized person of bidder **ORDSC** Holder bidding online with authorization from bidder)

3. Address:

4. e-mail Address:

5. Mobile Number:

6. FAX Number:

7. Telephone No.

ANNEXURE-II**ON LETTER HEAD OF BIDDER
(AS ENROLLED ONLINE ON e-PROCUREMENT PORTAL OF CIL (CCL))**

To,
The Tender Committee
E&M Department
B&K Area, CCL.

Sub: Submission of all documents in Part –I

Ref: 1. NIT No: -----
2. Tender Id No: -----

Dear Sir,

I/We accept the submission of below furnished documents with the conditions of the NIT available in the website. If any information furnished by me/us online towards eligibility in this tender 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 CCL.

Eligibility Criteria:-

List of documents to be submitted in Part – I, Scanned copy of documents (Self certified and attested by Notary Public)

SN	Description	Remarks(In Yes /No)
1	Upload of the scanned copy of RTGS/NEFT UTR receipt as proof of EMD	Submitted Yes/No
2	Average annual financial turnover during the last 3 years ending 31 st March of the previous financial year (FY 14-15,13-14 & 12-13) should be at least 30% of the estimated cost	Submitted Yes/No
3	Evidence of Registration in respect of Service Tax , Professional Tax/VAT No.(If applicable)& PAN No of Bidder/firm as per NIT.	Submitted Yes/No
4	Particulars of registration/clearance from appropriate PF authorities. In case tenderer does not have the PF registration, he has to submit the undertaking stating that he will submit the PF registration of his employees before issue of work order.	Submitted Yes/No

5	<p>Declaration in Affidavit on a non-judicial stamp paper of minimum value of Rs.100 regarding following as per Annexure – III :-</p> <p>(a) Ownership status details i.e. Proprietorship/Partnership/Company/joint venture with documentary evidence.(please mention type of firm)</p> <p>(b) Regarding banned/debarred or delisted by any Govt. or Quasi- Govt. Agencies or PSUs & None of the partners of our firm is relative of the employee of Central Coalfield Limited</p> <p>(c) Detail information regarding deployment of matching equipments/diesel driven light vehicles .</p> <p>(d) Regarding genuineness of the information furnished by bidder on-line and authenticity of the documents submitted on-line in support of eligibility.</p>	Submitted Yes/No
6	<p>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, the Power of Attorney or any sort of legally acceptable authority to bid on behalf of the bidder is required to be produced as per Annexure VI of NIT.</p>	Submitted Yes/No
7	<p>Commercial Vehicle papers of one no. offered Vehicle or equivalent vehicle such as certificate of registration mentioning Make and Model of Vehicle, First Date of Registration, fitness certificate, RTO Taxes, Valid Permit, insurance, pollution certificate etc .</p>	Submitted Yes/No
8	<p>The work experience certificate as per NIT</p>	Submitted Yes/No
9	<p>Bank Soundness Certificate issued by any schedule Bank within one year from the issue date of NIT. and submit mandate form for e-payment certificate as per Annexure VI</p>	Submitted Yes/No
10	<p>Valid driving license of drivers</p>	Submitted Yes/No
11	<p>Valid Pollution certificate</p>	Submitted Yes/No

Yours faithfully

Signature of Bidder OR authorized Person of bidder

Annexure-III

Format for Affidavit:

Rs.100/- Non-Judicial Stamp Paper

AFFIDAVIT

I,/Partner/legal Attorney/Sole proprietor/Accredited
Representative of M/s....., solemnly declare that :

1. We are submitting Tender for the work.....against /Tender Notice
No.....dated..... (Tender ID).....

2. I/We hereby declare that the firmShri/M/s.....
(Name of the firm) has not been banned/debarred or delisted by any Govt. or
Quasi-Govt. Agenciesor PSUs.

3.None of the partners of our firm is relative of the employee of Central Coalfield Limited

4.The details of Matching equipments/Diesel Driven light vehicles as per NIT owned is given below/
owned by the tenderer

Sl. No.	Regd. No. of Vehicle	Owner's Name	Conditions/ Fitness Certificate/ validity	State Govt. Taxes Paid upto	Taxi permit valid upto	Comprehensive Insurancevalid upto	Model of light Vehicle

5. All scanned copy of offered vehicle's documents uploaded by me/us in support of the information furnished online by me/us towards eligibility, are valid and authentic. This is also certifying that vehicle offered by me is registered under RTO.

6. I declared that employment of vehicle operator / drivers have no police case

7. All information furnished by me/us online in respect of fulfilment of eligibility criteria and qualification information of this tender is complete, correct and true.

8. I agree for submission of authentic documents for experience certificate required as per terms & conditions of the NIT along with proof like work completion certificate / job completion certificate etc.

9. If any information and document submitted online is found to be false/incorrect at any time, department may cancel my Tender and action as deemed fit may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money and banning/delisting of our firm and all partners of the firm etc.

Signature of the Deponent,

Dated

Seal of Notary

VERIFICATION

I hereby declare that all the averments made in Para 1 to 9 herein above are true to the best of knowledge and belief.

Signed and delivered on the.....day of...2015..... in presence of following witnesses.

Deponent

Witnesses

(1)

(2)

ANNEXURE-IV

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE MONEY

To

Re : Bank Guarantee in respect of Contract No.....

Datedbetween(Name of the company)

i.e Central Coal fields Limited, and (Name of the contractor)

M/s. (Name and address of the Contractor) (Hereinafter called "the Contractor") has entered into a Contract dated (Hereinafter 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.

Contd../2

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.

This 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 discharge the guarantee.

The Bank further agree 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 forebear to enforce any of the terms & conditions relating to the said Contract and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the Contractor or to any forbearance, act or omissions on the part of the company or any indulgence by the company to the Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect or relieving or discharging the Guarantor.

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

Notwithstanding anything contained herein the liability of the Bank under this Guarantee is restricted to Rs..... the Guarantee shall remain in force till the dayof..... 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.

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 Shri who has signed it on behalf of the Bank has authority to do so.

Dated, this day of 2015

Signature of the authorized person.

For and on behalf of the Bank.

Place :

Under jurisdiction of Court only

ANNEXURE-V

(Rs.100/- Non Judicial Stamp Paper)

UNDER TAKING

(Only applicable to those bidders who have used DSC of other firm)

To,
The Tender Committee,
Electrical & Mechanical
Dept, ,B&K Area, CCL.

Name of Work: -

Ref No. (1) NIT No..... dt.....
(2) e-Tender ID No.....

Dear Sir,
I,/Partner/legal Attorney/Accredited
Representative of M/s....., authorized to bidder
...../Partner/legal Attorney/Accredited Representative of
M/s..... to quote on the behalf of us for above referred
tender only.

Date:-

Place:-

(Signature)

(Signature)

Name of bidder.....

Name of DSC Holder.....

ANNEXURE-VI

MANDATE FORM FOR ELECTRONIC FUND TRANSFER/INTERNET BANKING PAYMENT.

1. Name of the Bidder:.....

2. Address of the Bidder:.....

..... City..... Pin Code.....

E-mail Id.....

3. Particulars of Bank:

Permanent Account Number

Bank Name		Branch Name	
Branch Place		Branch City	
Pin Code		Branch Code	
MICR No.			
(Digital Codenumber appearing on the MICR Band of the cheques supplied by the Bank. Please attach Xerox copy of a cheque of your Bank for ensuring accuracy of the Bank Name, Branch Name and Code Number.			
RTGS CODE			
Account Type	Savings	Current	Cash Credit
Account Number (as appearing in the Cheque Book.			

4. Date from which the mandate should be effective.

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold Company responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through SBINet/RTGS transfer/NEFT. I agree to discharge responsibility expected of me as a participant under the scheme. Any bank charges levied by the bank for such transfers shall be borne by us.

Place:

Date:

Signature of the Party/Authorized Signatory

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

Banker's Stamp

Date

(Signature of the Authorized official from the Bank)

