

# भारत कोकिंग कोल लिमिटेड

एक मिनी रत्न कम्पनी  
(एक महारत्न कम्पनी कोल इंडिया का एक उपकम्प)  
पंजीकृत कार्यालय : कोयला भवन, कोयला नगर,  
धनबाद-826005  
सीआइएन : U10101JH1972GOI000918



# Bharat Coking Coal Limited

A Mini Ratna Company  
(A Subsidiary of Coal India Limited: A Maharatna Company)  
Regd. Off. : Koyla Bhawan, Koyla Nagar  
Dhanbad - 826005  
CIN : U10101JH1972GOI000918

## OFFICE OF THE GENERAL MANAGER WESTERN JHARIA AREA

पो. मुनीडीह, जिला: धनबाद (झारखण्ड)-828129  
फोन नं. 0326 2273483; फेक्स: 0326 2273445, ई-मेल: cgmwj@bccl.gov.in

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UNDER JURISDICTION OF DHANBAD COURT & JHARKHAND HIGH COURT ONLY)

E-TENDER No.: BCCL/WJA/ADMIN/2015-16/06-01

DATE-07.01.2016

1	<p>Bids are invited only from the proven chartered Accountants/ Cost accountants registered with the institute of Chartered Accountants of India/ institute of Cost Accountants of India to quote against this tender for consultancy on Income Tax/TDS work (refer Eligibility Criteria at Annexure-I) and (<b>WORK DESCRIPTION</b>), as per the scope of work attached at last page of this document, and as per the terms and conditions given hereunder:-</p> <p>Bidders shall be considered proven who will fulfill "Proven-ness Criteria" specified at Annexure-I.</p> <p>Tenders are invited online on the website <a href="https://coalindiatenders.gov.in">https://coalindiatenders.gov.in</a> 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 CCA. The tender document is also available on websites <a href="https://eprocure.gov.in">https://eprocure.gov.in</a> &amp; <a href="https://tenders.gov.in">https://tenders.gov.in</a>.</p> <p>All bids are to be submitted online on the website <a href="https://coalindiatenders.gov.in">https://coalindiatenders.gov.in</a>. No bid shall be accepted offline. Only Earnest Money Deposit is to be submitted Offline.</p>	
2	<b>DETAILS OF TENDER :</b>	
a)	Mode of Tender	<b>ONLINE BIDDING SYSTEM</b> <b>Pl. visit website:</b> <a href="https://coalindiatenders.gov.in">https://coalindiatenders.gov.in</a>
b)	Type of Tender	<b>TWO BID</b>
c)	Estimated Value of Tender -INR	<b>Rs. 86,640.00</b>
d)	Tender Fee -INR	<b>NIL</b>
e)	<b>Earnest Money Deposit</b> -INR	<b>Rs. 866.00</b>
<b>TIME SCHEDULE OF TENDER</b>		
a)	Tender Publishing Date	<b>09.01.2016, 11.00 AM</b>
b)	Document Download Start Date	<b>09.01.2016, 06.00 PM</b>
c)	Bid Submission Start Date	<b>09.01.2016, 06.00 PM</b>
d)	Seek Clarification Start Date	<b>09.01.2016, 06.00 PM</b>
e)	Seek Clarification End Date	<b>15.01.2016, 11.00 PM</b>
f)	Document Download End Date / Bid Submission End Date	<b>UPTO 11.00 AM IST OF 18.01.2016.</b>
g)	Techno-Commercial Bid Opening Date	<b>AT 11.00 AM IST OF 21.01.2016.</b>
h)	Financial Bid (Price Bid) Opening Date	Will be communicated to the techno-commercially acceptable bidders separately by BCCL
i)	Last Date of Receipt of EMD by DD	<b>UPTO 16.00 IST OF 18.01.2016.</b>
j)	<b>INTEGRITY PACT:</b>	<b>NOT APPLICABLE</b>

### 3 EARNEST MONEY :-

3.1 Earnest Money can be deposited only offline mode in the form of DD/Bankers Cheque drawn in favor of **Bharat Coking Coal Limited, payable at Dhanbad**. The bidder has to furnish the details of DD/Bankers Cheque Number, date of issue, expiry date, amount and name of issuing bank, while submitting the tender online.

3.2 Alternatively, bidders can also deposit EMD in the form of irrevocable Bank Guarantee (BG) from any Scheduled Banks, in the format given in the Bid document. The validity of such BG should be minimum 28 days beyond the validity of the Bid. (BG Applicable for tendered value of Rs.50.00 Lakhs & above) (format for BG given in Annexure- VII)

3.3 **Exemption from EMD** -- If any State/Central Government organization /PSU or with valid DGS&D /NSIC registration for the tendered job , the firm shall submit the copy attested by Notary Public . This may be considered for exemption from submission of EMD. In case of Offline submission of EMD through BG, the bidder has to furnish the BG Number, date of issue, expiry date, amount and name of issuing bank, while submitting the tender online.

3.3 ***The Bidder has to deposit the original DD/Bankers Cheque / BG (if applicable) against EMD in person or by postal means, which must be received in the office of the Office of Area Manager (Administration), Western Jharia Area, Moonidih, Dhanbad-828129 on any working day after e-publication of NIT and up to three working days after the last date of submission of Bid i. e. on or before 18.01.2016 up to 16.00 Hrs. The company shall not be responsible for any postal delay in receipt of EMD. In case the EMD is not received within the aforesaid period, the bid will be out rightly rejected.***

3.4 No tender shall be considered unless accompanied by the said Earnest Money

### 4. SCOPE OF WORK :-

1. Filling of E TDS Return Quarterly.
2. Filling of E TDS Return Annual.
3. Generation and Printing of form 16.
4. Revision / Correction of Income Tax Returns
5. Calculation of Income Tax ( for in and around 2500 employees)

## 5. INSTRUCTIONS TO BIDDERS:

- A. All entries in the quotation should be entered at on-line submission form without any ambiguity. Tender cannot be accessed on-line after the **DUE DATE and TIME of submission stipulated above.**
- B. Any order resulting from this tender shall be governed by the terms and conditions in order & tender.
- C. Where counter terms and conditions have been offered by the contractor, the contractual work shall not be governed by them unless specific acceptance has been given in writing in the order by the Contractor. No deviations to the terms & conditions are allowed.
- D. The Company has the right to cancel the enquiry or extend the due date of receipt of offer and/or opening of tender without assigning any reason thereof.
- E. BCCL reserves the right to vary the quantity in tender.

**Note:** There need to be at least 3 bids in all the tenders. In case, 3 bids are not received within originally stipulated time, the due date of tender **shall be extended by 48 (Forty Eight) Hrs** by the Tender Inviting Authority by issue of Corrigendum through portal.

Further, in case even after one extension of due date **48 (Forty Eight) Hrs**, still there are less than 3 bids received, the tender may again be extended by another **5 (Five) days** by Tender Inviting Authority by issue of Corrigendum through portal.

However, no separate paper publication of such corrigendum shall be required.

The tender may be considered for opening only when at least three bids have been received against the tender. In case even after granting two extensions, less than 3 bids are received, tender can be considered for opening.

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.

## 6. ELIGIBLE BIDDERS :-

6.1 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 Eligibility Criteria 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.

6.2 Full information should be given by the tenderer in respect of following:

- a.) If an individual:
  - Full name.
  - Postal Address.
  - Place of Business.
- b.) If proprietary firm:
  - Name of the Proprietor.
  - Full postal address of Firm/ Proprietors.
- c.) If partnership firm:
  - Full name of partners.
  - Full postal addresses of the registered office of firm& The partners.
  - Registered partnership Deed.
- d.) In case of Company: Date and place of registration.

Memorandum & Articles of Association.

Name of all the Directors.

Full postal address of the registered office & all Directors.

e.) Joint Venture: Two or three companies/ contractors participating in the tender

6.3 The provisions regarding Joint Venture shall be as follows :

Joint Venture : Two or three Companies/Contractors may participate in the tender as Joint Venture (JV). However, the Joint Venture has to enroll as a separate bidder in its own name & style in the e-Procurement Portal of CIL.

6.4 Joint Ventures must comply the following requirements :

A.) The minimum qualification requirements for Joint Ventures : The qualifying criteria parameters e.g. work experience, financial turnover, Net Worth etc. of the individual partners of the J.V. will be added together and the total value should not be less than as spelt out in qualification criteria.

**Note:**

a. The JV can submit maximum three numbers of work experience, which may be of any of the individual partners of JV or of the JV itself.

b. In case of financial turnover, the turnover of the individual partners of the JV will be added together for each financial year and is to be furnished as the financial turnover of the bidder for that particular financial year.

c. In case of financial net worth the value of Net Worth of the individual partners of the JV will be added together for the latest financial year which shall be considered as the Net Worth of the J.V.

B). 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.

C). Joint Venture Agreement should legally bind all partners jointly and severally.

D). 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.

E). The JV Agreement must include 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.

F). One of the partners responsible for performing a key component of the contract shall be designated as Lead Partner. This authorization shall be evidenced by a Power of Attorney signed by legally authorized signatories of all the partners.

G). 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.

H). The contract agreement should be signed jointly by each Joint Venture Partners.

I). 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.

J).The J.V. agreement may specify the share of each individual partner for the purpose of execution of this contract. This is required only for the sole purpose of apportioning the value of the contract to that extent to individual partner for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that tender.

## **7. CLARIFICATION OF BID:**

The bidder may seek clarification online within the specified period. The identity of the Bidder will not be disclosed by the system. The department will clarify as far as possible the relevant queries of bidders. The clarifications given by department will be visible to all the bidders intending to participate in that tender. The clarifications may be asked from the day of e-Publication of NIT. The last date for seeking clarification by bidder will be as per TIME SCHEDULE given at Page 1 of NIT and the last date of giving clarification on-line will be up to 07 (seven) days before the last date of submission of bid.

## **8. ELIGIBILITY CRITERIA: -**

A.) Work Experience : - The intending tenderer must have work experience of having successfully completed similar works during last 3 (Three) 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 :-

Two years' work experience of similar work of Coal India Limited or its subsidiary company or any PSU.

Or

Two similar completed works each costing not less than the amount equal to 50% of the estimated cost in Coal India Limited or its subsidiary company or any PSU.

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 3 (three) 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

**Similar work include: Similar type of Income tax related work.**

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

- i). Agreement Number/Work Order Number of each experience.
- ii). Work Order Issuing authority of each experience.
- iii). Percentage (%) share of each experience (100% in case of an individual/proprietorship firm or a partner in a partnership firm and the actual % of share in case of a Joint Venture)
- v). Executed Value of work against each experience.
- vi). Confirmation in the form of Yes/No regarding submission of similar work experience as defined in the NIT.

**Note :** In case the bidder is a Joint Venture, the work experience of any one, two or three of the individual partners of JV or of the JV itself may be furnished as the work experience of the bidder.

**B.) Permanent Account Number(PAN)** : The bidder should possess Permanent Account Number (PAN) issued by Income Tax department, Govt. of India.

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

- i) Confirmation regarding possessing of Permanent Account Number (PAN) issued by Income Tax department, Govt. of India in the form of Yes / No.

**Note :** In case the bidder is a Joint Venture, each individual partner of JV should possess Permanent Account Number (PAN) issued by Income Tax Department, Govt. of India.

**C.) Service Tax Registration**

The bidder should be either a Small Service Provider and exempted for service tax registration and/or exempted from payment of service tax OR A Body Corporate OR Other than above two categories

In respect of the above eligibility criteria the bidder is required to furnish the following information online:

- i). Confirmation in the form of Yes/No regarding possessing of required document as enlisted in NIT with respect to Service Tax status of the bidder.

**D.) Registration Certificate Of Firm:** The bidder should possess Registration certificate of Firm/Proprietorship/LLP from the concern institution.

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

- A.) i) Confirmation regarding possessing of Registration certificate of Firm/Proprietorship/ LLP from the concern institution of Yes / No.

**E.) Head Office/ Branch office of the Proprietorship /firm/LLP should be situated in Jharkhand.**

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

- i) Confirmation regarding possessing office of the Proprietorship /Firm / LLP in the State of Jharkhand in form of Yes / No and Complete address of the office.

**F) THE RATE FINALIZED IN TENDER SHALL BE VALID FOR 3 ( THREE) YEARS.**

**G.) 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-I. This will be the covering letter of the bidder for his submitted bid. The content of the "Letter of Bid" uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information.

**H.) The Letter of bid will be digitally signed by DSC holder submitting bid online and it does not require any physical signature.**

**I.)** 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. Confirmation in the form of Yes/No regarding submission of Letter of Bid.

**J.)** The bidders are required to sign the **Integrity pact** as per format given in tender document in Annexure

~~X Confirmation in the form of Yes/No regarding submission of Integrity pact.~~

K.) For online bid submission, the bidder will be required to upload scanned copy of the documents in the links Cover-I & Cover-II.

## 9. SUBMISSION OF BID :-

- i.) In order to submit the Bid, the bidders have to get themselves registered online on the e-tender portal (<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. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person.
- ii.) 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, BCCL shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.
- iii.) Pre bid meeting may take place, if required, after publication of tender but at least 1 day before the start date of bid submission. The Pre bid meeting shall be held on the scheduled date & time, if specified in the NIT. The purpose of Pre bid meeting is to clarify the issues and to answer the questions on any matter that may be raised at that stage. Non attendance at the Pre bid meeting will not be a cause of disqualification of bidder and it shall be presumed that the bidder does not require any clarification. However, there should be no change in the basic feature of NIT.
- iv.) The bidders have to accept unconditionally the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including Commercial & General Terms & Conditions and other terms, 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 allowed / accepted.
- v.) The bidder will have to give an undertaking (will be printed on Bidder's letter head and the scanned copy of the same will be uploaded during bid submission in Cover-I) that if the information/declaration/ scanned documents furnished in support of the same in respect of eligibility criteria is found to be wrong or misleading at any stage, they will be liable to punitive action.
- vi.) The bidders are not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.
- vii.) All bids are to be submitted on-line on the website <https://coalindiatenders.gov.in>. No bid shall be accepted off-line.
- viii.) 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, the Company (BCCL) shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.

- ix.) Cost of Bidding: The bidder shall bear all costs associated with the preparation and submission of his bid and BCCL will in no case be responsible and liable for those costs.
- x.) **One Bid per Bidder** : Each Bidder shall submit only one Bid, either individually, or as a partner in a partnership firm or a partner in a Joint Venture or a public limited firm. A Bidder who submits or participates in more than one Bid will cause all the proposals with the Bidder's participation to be disqualified.
- xi.) The bidder will have to upload scanned copies of various documents required for eligibility and all other documents as specified in NIT, in 'Techno-commercial Bid' in Cover I and 'Price Bid' in Cover II.

(I.) **COVER-I :**

**In this Link the scanned copy (self certified and attested by Notary Public) of the following documents shall be uploaded by bidder in support of his eligibility in the tender :**

Sl . No.	Eligibility Criteria	Scanned copy of documents (self certified and attested by Notary Public) to be uploaded by bidder in support of information/declaration furnished online by the bidder against Eligibility Criteria (SUPPORTING DOCUMENT)	Upload Section
1.	Letter of Bid (Ref. Clause No.8(G.) of NIT)	Letter of Bid as per format given in the NIT (Annexure – I)	Letter of Bid packet in Cover-1
2	EMD/Exemption from EMD (Ref. Clause No.3 of NIT)	EMD instrument i. e. DD/Bankers Cheque/BG (format for BG given in Annexure- VII) /Documents required for exemption of EMD etc.	EMD packet in Cover-1
3.	Work Experience (Ref. Clause No.8(A) of NIT)	<p>Satisfactory Work Completion Certificate issued by the employer against the experience of similar work containing all the information furnished by bidder on-line.</p> <p>Additionally, bidder should also submit Work Order along with awarded Bill of Quantity (BoQ) or any other document to substantiate similar nature of work, if the similar nature of work is not mentioned in the work completion certificate.</p> <p>If the experience issuing authority is private body, scan copy of TDS should be provided in support of the said certificate.</p>	Work experience packet in cover – I



7	Authorisation for Digital Signature Certificate (DSC)	a). If the bidder himself is the DSC holder bidding on-line then self declaration of the bidder to this effect.OR b). If the DSC holder is bidding online on behalf of the bidder then the Power of Attorney or any sort of legally acceptable document for authorization to submit bid on behalf of the bidder.	Authorization for Digital Signature Certificate packet in cover – I
8	Affidavit	<b>14.</b> An Affidavit on a non-judicial stamp paper of minimum value of Rs.10 regarding genuineness of the information furnished by him on-line and authenticity of the scanned copy of documents uploaded by him on-line in support of his eligibility, as per the format given in the bid document (as per Annexure – V).	Affidavit and Declaration packet in cover – I
9	Declaration	<b>15.</b> Declaration to be submitted as per the Annexure - VIII	
10	Permanent Account Number (Ref. Clause No.8(B.)of NIT)	PAN card issued by Income Tax department, Govt.of India (In case of JV, PAN card for each individual partner of JV)	Permanent Account Number
12	Legal Status of the bidder	<u>Any one of the following document :</u> 1.Affidavit to prove proprietorship/Individual status of the bidder. 2.Partnership deed containing name of partners 3.Memorandum & Article of Association with certificate of incorporation containing name of bidder 4.Joint Venture agreement containing name of partners and lead partner, Power of Attorney to the Lead Partner and share of each partner.	Legal Status of the bidder in cover – I

13	Service Tax status (Ref. Clause No.8(C.) of NIT and BOQ)	Any one of the following documents depending upon the status w.r.to Service Tax as declared by Bidder in the BOQ sheet: a). <b>Status</b> : Small Service Provider and exempted for Service Tax Registration and/or exempted from payment of Service Tax : <b>Document</b> : A Certificate from a practicing Chartered Accountant that the bidder is a Small Service Provider and exempted for Service Tax Registration and/or exempted from payment of Service Tax. b). <b>Status</b> : A Body Corporate: <b>Document</b> : PAN based Service Tax Registration Certificate issued by Central Excise and Custom Department, Govt. of India. c). <b>Status</b> : Other than above two categories: <b>Document</b> : PAN based Service Tax Registration Certificate issued by Central Excise and Custom Department, Govt. of India. <i>[In case of JV a Certificate from a practicing Chartered Accountant confirming the status of JV w.r.to Service Tax]</i>	Service Tax status document in cover – I
14	Performa for Payment to Contractor.	Performa for Payment to Contractor duly signed as in Annexure- IX (It is not the part of eligibility criteria.)	Payment to Contractor in cover – I
Note: Only one file in .pdf format can be uploaded against each eligibility criteria. Any additional/ other relevant documents to support the information/declaration furnished by bidder online against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria.			

## II.) **COVER-II (Price-Bid):**

In this Link the Price-bid shall be uploaded by bidder :

Price bid : The Price bid containing the Bill of Quantity will be in Excel format and will be downloaded by the bidder and he will quote the rates for all items on this Excel file. Prior to quoting the rates in the BOQ file, the bidder will select the appropriate status w.r.to Service Tax from the following list given in the BOQ sheet :

- Small Service Provider and exempted for Service Tax Registration and/or exempted from payment of Service Tax.
- A Body Corporate
- Other than the above two categories

The rate quoted by the bidder shall be inclusive of all applicable taxes and duties excluding service tax.

**Service Tax will be paid as per Service Tax Rule as applicable time to time.**

The invoice / bill shall be preferred by the contractor in compliance applicable Tax provisions.  
The L-1 will be decided based on the Cost to the Company.

The bidder has to enter his status w.r.to Service Tax and the Rates excluding Service Tax in the specified BOQ sheet as uploaded by the department for this tender. The BOQ Excel sheet will compute the Service Tax (total Service Tax and components of Service Tax payable by the bidder and payable by the

Company) which will be added as per predefined logic (as explained hereafter) to compute total Bid Value in the Price-bid, which shall be finally submitted by the bidder. The total Bid Value of bidder will be “the Cost to Company”.

This BOQ file will be digitally signed and uploaded by the bidder in Cover-II (Price-Bid).

### **System for decision of L-1 :**

L-1 will be decided based on the Cost to the Company. The system for decision of L-1 will be as under **(Note : Case-I or Case-II as per applicability):**

#### **Case-I : Services for which CENVAT Credit is not available to the Company:**

For calculation of Total Bid Value, components of Service Tax required to be paid by the Bidder and to be paid by the Company (as per Reverse Charge Mechanism & status of the Bidder), as computed by the system will be **added** to the rates quoted by bidder (excluding Service Tax) to decide the L-1 i.e. the ranking of the Bidders will be decided based on rates quoted by the bidders (excluding Service Tax) Plus total Service Tax i.e. Cost to the Company.

The share of Service Tax to be deposited by the Company (BCCL) will be deducted from the Total Bid Value to arrive at the Contract/Award Value.

#### **Case-II : Services for which CENVAT Credit is available to the Company**

For calculation of Total Bid Value, component of Service Tax required to be paid by the Bidder and to be paid by the Company (as per Reverse Charge Mechanism & status of the Bidder), as computed by the system will be **ignored** to decide the L-1 i.e. the ranking of the Bidders will be decided based on rates quoted by the bidders (excluding Service Tax) only, i.e. Cost to the Company.

However share of Service Tax to be deposited by the Bidder will be added to the Total Bid Value to arrive at the Contract/Award Value.

The applicable share of Service Tax (under Reverse Charge Mechanism w.e.f. 01.10.2014) **(the rate of applicable Service Tax will be subject to change as amended by Govt. of India from time to time)** is as given below

Type of Works Contract	% value of work on which Service Tax is payable by the bidder & by the	STATUS OF THE BIDDER		
		Small Service Provider availing exemption from paying Service Tax.	Body Corporate	Other than Body Corporate including a small service provider not availing exemption from paying Service Tax.

	Company (BCCL) (X)	Share of Service Tax (%) of “X”		Share of Service Tax (%)of “X”		Share of Service Tax (%)of “X”	
		Bidder (Agency)	Compan y (BCCL)	Bidder (Agenc y)	Company (BCCL)	Bidder (Agency)	Company (BCCL)
		As applicable					
Works Contract Services covered under Reverse Charge Mechanism							
a) For new construction, addition/alteration of existing structures and erection/commissioning/ installation of new P&M etc.	40%						
b) Works contract other than above (a)	70%						
Services Not covered under Reverse Charge Mechanism :							
Other Services not covered under Reverse Charge Mechanism	100%						
Services exempted from Service Tax	Nil						

The Price-bids of the tenderers will have no condition. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected.

**NOTE :**

- 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.
- Body Corporate i.e. a Company registered under Companies Act, 1956.
- Other than Body Corporate and Small Service Provider not availing exemption of Service Tax i.e. Individual, Proprietorship, Partnership and Joint Venture.
- 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 paid to them in the event of bidders total turnover of taxable services from all sources exceeding the threshold limit of exemption during the tenure of this contract.

**10. MODIFICATION / WITHDRAWAL OF BID:**

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, 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 till issue of work order/LOA with the following provision of penal action:

- If the request of withdrawal is received before online notification for opening of price bid, the EMD will be forfeited and bidder will be debarred for 6 months from participating in tenders in BCCL. The Price-bid of remaining bidders will be opened and the tender process shall go on.

- b. If the request of withdrawal is received after online notification for opening of price bid, the EMD will be forfeited and the bidder will be debarred for 1 year from participating in tenders in BCCL. The Price-bid of all eligible bidders including this bidder will be opened and action will follow asunder
- i). If the bidder withdrawing his bid is other than L 1, the tender process shall go on.
  - ii). If the bidder withdrawing his bid is L-1, then re-tender will be done. (The penal action against clause (a) & (b) above will be enforced from the date of issue of such order.)

## **11. OPENING OF TECHNICAL BID :-**

**11.1** The Techno-Commercial bid will be opened on the pre-scheduled date and time of Tender opening.

**11.2** 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.

**11.3** After receipt of EMD as stated in clause No.3, the 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 bidders can view bid opening remotely on their personalized dashboard under "Bid Opening (Live)" link.

## **12. EVALUATION OF TECHNICAL BID :-**

**12.1** The Technical-bid shall be evaluated by the system on-line based on the information furnished by bidders on-line in accordance with clause No.8 (Eligibility Criteria). This on-line evaluation will be validated by Tender Committee on the basis of documents uploaded by bidders online. The Tender Committee will examine the uploaded documents against information/declarations furnished by the bidder online and if it confirms to all the information/declarations furnished by the bidder online and does not change the eligibility status of the bidder then the bidder will be considered eligible for opening of Price-bid.

If the information furnished by the bidder online in support of eligibility is not confirmed by the supporting documents uploaded by bidder, then the bidder will be out-rightly rejected for Price-bid opening.

**12.2** The documents related to the online information furnished by bidder, based on which the auto evaluation takes place, will only be considered for eligibility of the bidder. If the bidder uploads any other document which is not relevant to the online information furnished by bidder, it will not be given cognizance to decide eligibility of the bidder. Any document other than those uploaded online by the bidder, will not be given any cognizance in the evaluation of tender. No additional time will be allowed to the bidder for on-line submission of documents. BCCL reserves the right to verify any of the documents uploaded by the bidder at any stage. All communication will be on e-mail and SMS basis. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time

**12.3 Shortfall Document:** The Contractor may ask for shortfall documents during the evaluation of the bids. These documents shall not be relating to submission of EMD. Request for documents and the response shall be in writing and no changes in the prices of the bid shall be sought, offered or permitted. No modification of the bid and any form of communication with CIL/ subsidiary company or submission of any additional documents, not specifically asked for by CIL/ subsidiary company, will be allowed and even submitted they will not be considered by the Contractor.

These documents may be allowed to be uploaded within the specified time period of 10 (ten) days. The above documents will be specified on-line under the link uploaded shortfall document, by evaluator normally within 10 days of techno-commercial Bid (Cover-I) opening, indicating the start date and end date giving 10 days' time for online submission by bidder. The bidders will get this

information on their personalized dashboard under “upload shortfall document/information” link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidders responsibility to check the updated status/ information on their personalized dashboard 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. The bidder will upload/re-upload the requested documents within the specified period and no additional time will be allowed for on-line submission of documents

**12.4** The final technical and commercial evaluation of the bids shall be done by the concerned Technical & commercial departments, which shall require approval of concerned HOD.

**12.5** After the techno-commercial evaluation, as above, case may be put up to the appropriate level of tender committee for deliberations and recommendations in respect of listing of techno-commercially acceptable bidders.

**12.6** After the shortlisting of techno-commercially acceptable bidders as above, the date and time of opening of Price bid shall be uploaded in the Portal and shortlisted firm shall also be informed through system generated email and SMS alert. . It will be the bidder’s responsibility to check the status of their Bid online at least once daily, after the opening of Techno-commercial bid till opening of the Price-bid. No separate communication will be made to the bidder in this regard.

**12.7** The Price bid of shortlisted /successful bidders (qualified in techno-commercial bid) will be decrypted and opened on the scheduled date and after the pre-scheduled time by the Bid Openers with their Digital Signature Certificate (DSC). The bidder may view the Price Bid opening on-line remotely on their personalized dashboard under the link “Bid Opening (Live)” and can see the Price Bid/BOQ submitted by all shortlisted bidders/successful bidders. After opening of Price bid, the Comparative Statement of Prices indicating the rates quoted by all the shortlisted bidders/successful bidders and item wise L-1 rank will be generated by the system which will be visible to all the participating bidders on-line. The Price Bids and system generated comparative statement will be downloaded and will be signed by the officers opening the Price Bids. The bidders will get the information regarding the status of their financial bid and ranking of bidders on website.

**12.8** A system generated comparative statement of landed cost, will be duly checked and vetted by the associate finance, before the case is put up for further deliberation by the appropriate level of tender Committee.

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

**13. OPENING OF PRICE BID :** 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 bidders 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 the e-Procurement portal

**14. Bid Validity :** The validity period of the tenders shall be **180 (One hundred eighty) days** from the end date of bid submission.

In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the bidders to extend the period of validity for a specified additional period. The employer’s 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/EMD (if submitted in the form of BG) for a period of 28 days beyond the extended validity of the bid.

The tenderer shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender or any terms/conditions thereof without consent in writing of the company.

#### **15. RECOMMENDATIONS AND APPROVAL:**

The Tender Committee will recommend for issue of Work order to the successful bidder/s after evaluating their technical eligibility based on the computer generated evaluation sheets and after evaluation of the reasonableness of L-1 rates. The reasonableness of rates will be evaluated as per the provisions of Contractual work Manual of CIL and other guidelines issued from time to time. The approval for issue of Work order to L-1 bidder/s will be accorded by the competent authority as per the Delegation of Power based on the TC recommendation.

#### **16. PLACEMENT OF ORDER:**

After competent approval and financial concurrence of TCR, the Work order to the successful bidder/s will be issued and the scanned copy of the Work order will be uploaded on the e-tender portal and the original copy will be sent to the bidder/s through registered/speed post. Any amendments to the Work order shall also be uploaded in the Portal.

On receipt of Work order, the successful tenderer shall submit his acceptance of Work order within 15 days from the date of order.

#### **18. Duration of work: - 1095 Days.**

#### **19. SECURITY DEPOSIT: (NOT APPLICABLE)**

19.1 Security Deposit shall consist of two parts;

- a) Performance security to be submitted at award of work and
- b) Retention Money to be recovered from running bills. The security deposit shall bear no interest

19.2 Performance Security should be 5% of contract amount and should be submitted within 28 days of receipt of LoA/Work-Order by the successful bidders in any of the form given below: -

- a Bank Guarantee in the form given in the bid document **(No Bank Guarantees submitted for Performance Security shall be accepted for amount less than Rs.1.00 Lakh only)**
- Demand Draft drawn in favor of Bharat Coking Coal Limited on any Scheduled Bank payable at its Branch at Dhanbad.

However, State/Central Govt. Organization /PSU & Valid DGS&D/NSIC registered (for tendered job), firm may be considered for exemption from submission of Security money, if they submit these documents duly signed by Notary Public and self-attested with seal of the Company / Firm.

The Earnest Money/Bid Security deposited in the form of Bank Guarantee shall be discharged when the Bidder has signed the Agreement and furnished the required Performance Security/Security Deposit. The bid security deposited in the form of Demand Draft/cash shall be adjusted against the security deposit. If performance security is provided by the successful bidders in the form of bank guarantee it shall be issued either:

- a) at Bidder's option by a nationalized/Scheduled Indian Bank or
- b) by a foreign bank located in India and acceptable to the employer.
- c) the validity of the Bank Guarantee shall be for a period of one year or ninety days beyond the period of contract, whichever is more. Failure of the successful bidder to comply with the requirement as above shall constitute sufficient ground for cancellation of the award of work and forfeiture of the bid security.

**NOTE -**

EMD/ SD / Performance Security:

- i) No Bank Guarantees submitted for any purpose shall be accepted for amount less than Rs.1.00 Lakh (Rupees one lakh) only. EMD/ SD / Performance Security, etc for less than Rs.1.00 lakh shall be accepted only in other modes as mentioned in the NIT.
- ii) No extension of Bank Guarantee for a period of 3 (three) months shall be accepted except prior consent of BCCL in special condition.
- iii) Bank Guarantees issued by outstation Banks shall be operative at their local branch (Dhanbad in case of HQ). Bank Guarantees shall contain complete Postal Address, Telephone Number, FAX Number and e-mail address of both the outstation bank issuing the BG as well as its local operating branch.

19.3 Five percent (5%) Performance Security should be refunded after completion of the guarantee period.

19.4 The Bank Guarantee towards security deposit shall be acceptable only for values above Rs.1,00,000/- and the bank guarantee shall also be valid for a **minimum period of one year** or ninety days beyond the period of contract, whichever is more. Bank Guarantee is to be submitted in the format prescribed by the company. Bank Guarantee shall be irrevocable and will be from amongst the Schedule Bank.

19.5 The Company shall be at liberty to deduct/appropriate from the security deposit such sums as are due and payable by the contractor to the company as may be determined in terms of the contract, and the amount appropriated from the security deposit shall have to be restored by further deduction from the contractors subsequent on account running bills, if any. The refund of security deposit shall be subject to company's right to deduct/ appropriate its due against the contractor under this contract or under any other contract.

19.6 On completion of the entire work, one half of the security deposit remaining with the company shall be refunded. The other half shall be refunded to the contractor after completion of the Guarantee period.

**20. PAYMENT** – (a.) 95% payment will be made within 30 days of submission of bill after successful completion and acceptance of job. The firms will be required to submit the bank details in the prescribed format along with tender document (See ANNEXURE - IX) The balance retained 5% payment will be made after completion of warranty period.

(b.) **Paying Authority : - AFM, Western Jharia Area.**

**21. Refund of EMD** :. The EMD of unsuccessful bidders, once the bidder becomes unsuccessful at any stage (except the bidders whose EMD is to be forfeited), will be refunded directly to the Bank Account through RTGS mode (to be provided by the bidder) or through any other mode suitable to the Company. In case the EMD has been paid in the form of BG (**applicable for tendered value of Rs.50 lakhs & above**), the BG will be returned back to the unsuccessful bidders, once the bidder becomes unsuccessful at any stage (except the bidders whose EMD is to be forfeited).

- a. In case the tender is cancelled then EMD of all the participating bidders will be refunded unless it is forfeited by the department.
- b. If the bidder withdraws his/her bid online (i.e. before the end date of submission of tender), then the EMD will be refunded after the opening of Part I tender.



c. EMD of successful bidder/s (on Award of Contract) will be retained by the Company and will be adjusted to Performance Security Deposit. In case EMD has been submitted in the form of BG then it will be returned back to the bidder once the Performance Security is deposited by the bidder.

d. EMD of bidder will not carry any interest during the period of retention.

22. Tenderer has to abide by the Contract Labour (Regulation and Abolition) Act 1970 and allied Labor laws amended up to date.

23. Every tenderer is expected, before quoting his rates, to go through the requirements of materials/workmanship under specification/requirements and conditions of contract and to inspect the site/area of the proposed work at his own cost.

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 they actually visited the site/area or not and have taken all the above factors into account while quoting his rates.

24. The rate quoted by the bidder payable under the contract shall be inclusive of all taxes as applicable on the last date of submission of tender. 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. Component of Service Tax payable by the bidder and the Company will be computed automatically in the BOQ sheet based on prefix business logic and the option selected by the bidder with regard to his Service Tax status.

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

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

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

26. The tenderer shall closely study all specifications in detail, which govern the rates for which he is tendering.

27. **Currencies of Bid and Payment** : The unit rates and prices shall be quoted by the Bidder entirely in Indian Rupees only.

28. All materials, equipment, tools and tackles along with the manpower required for the work will be required to be arranged by the tenderer at his own cost. The Brand / Make of the electrodes used, if any, along with their product name and quantity will have to be mentioned in the techno-commercial bid. Only crane and electricity will be provided whenever needed for the work at site, free of cost. The requirement must be for a specific period and in advance by 1 day in case of crane

29. The work should be started within the stipulated period which shall be reckoned from the expiry of 07 (Seven) days from the issue of letter of acceptance of tender/work order or handing over the site or handing over reasonable number of working drawings to the contractor or the period of mobilization allowed in the work order for starting the work in special circumstances, whichever is latest.

30. On completion of the work all rubbish, debris etc. shall be removed by the contractor(s) at his/their own expense and the site cleaned and handed over to the company and he/they shall intimate officially of having completed the work as per contract.

- 31. Change in Constitution of the Contracting Agency :** Prior approval in writing of the company shall be obtained before any change is made in the constitution of the contracting agency, otherwise it will be treated as a breach of Contract.
- 32.** Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenders submitted by such tenderer who resort to canvassing shall be liable for rejection.
- 33.** The Bidder, whose Bid has been accepted, will be notified of the award on-line and also by registered post by the employer prior to expiration of the bid validity period. The successful bidder/s will get the information regarding award of work on their personalized dash-board on-line. On receipt of Letter for Acceptance (LOA)/Work Order of the tender issued by the Company, the successful tenderer shall execute contract agreement (for contract value more than Rs.5.00 lakh) in the company's prescribed form (**as per Annexure-VI**) for the due fulfillment of the contract. Performance Security Deposit (PSD) must be submitted by the contractor within 28 days of receipt of work order, failing which the award of work will be cancelled with forfeiture of EMD. The agreement should be executed within 7 days of receipt of PSD from the contractor. In case the PSD is submitted in the form of bank Guarantee (BG) and needs verification from the issuing bank, then agreement should be executed within 10 days of receipt of PSD. The written contract to be entered into between the contractor and the company, shall be the foundation of the rights of both the parties and the contract shall not be deemed to be executed until the contract is signed by both the parties i.e. Contractor and the Company.
- 34. Banning / Delisting -** The tenderer must submit a declaration (See ANNEXURE VIII) that they have not been Banned or Delisted by any PSU/Govt. Organisation for business dealings with them.
- 35.** The Company reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.
- 36.** This Tender Notice shall be deemed to be part of the Contract Agreement. The “General Terms & Conditions”, Additional Terms & Conditions, Special Terms & Conditions(if any), Technical Specifications, drawings(if any) and any other document uploaded on portal as NIT document forms an integral part of this NIT and shall also form a part of the contract agreement.
- 37.** No subletting of work as a whole by the contractor is permissible. Subletting of work in piece rated jobs is permissible with the prior approval of the department.
- The Contract Agreement will specify major items of supply or services for which the contractor proposes to engage sub-contractor/sub-vendor. The contractor may from time to time propose any addition or deletion from any such list and will submit proposals in this regard to the Engineer-in - Charge/Designated Officer-in-charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer-in-Charge/Designated Officer-in-Charge will not relieve the contractor from any of his obligations, duties and responsibilities under the contract.
- 38.** If the tenderer is awarded the work, he will have to submit VAT Registration certificate on works contract from the state where work is to be executed, before execution of agreement, if not submitted earlier in this tender. If the bidder is a JV then the PAN, VAT/Sales TAX from the state where work is to be executed and Service Tax Registration (if applicable) are to be submitted before execution of Agreement, if not submitted earlier in this tender
- 39.** The tenderer shall have to ensure implementation of CMPF/EPF, if applicable, in respect of the workers deployed by him as detailed in the tender document.
- 40.** Tenderers will be required to engage minimum 20% of required un-skilled workers from local Project Affected People (PAP) of nearby villages for jobs of un-skilled nature to be done at site. The list of such PAPAs recommended by the concerned Mukhiya& obtained by Area General Manager has been displayed in the Notice Board. Any further addition will be duly certified by the Mukhiya .Labour payment certificate will only be issued by the concerned department based on certification by the

authorized representative of the Contractual agency regarding engagement of at least 20% of un-skilled workers from amongst the PAPs

41. The Company does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders without assigning any reasons whatsoever and to split up the work between two or more tenderers or accept the tender in part and not in its entirety.
42. Matters relating to any dispute or difference arising out of this tender and subsequent contract awarded based on this tender shall be subject to the jurisdiction of District Court, where the subject work is to be executed.
43. 3% in each items of work maximum upto maximum of 10% on the monthly payment of the contract shall be levied as penalty for poor performance of the contract and poor performance of maintenance of the job, if any, which will be intimated to the contractor in writing the penalty shall be recovered from monthly bills. In case of non-performance by the contractor, the company shall terminate the contract by giving 30 (thirty) days notice in writing and shall be free to appoint any other agency to get the job done at the contractors risk & cost of the remaining period. In such case, the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the company.
44. Contractor shall submit the report of occupancy on daily basis to the authorised person
45. The contractor shall arrange the first-aid facilities for his employees.
46. The contractor shall follow the Mine Act/Regulation/Rules stipulated by DGMS.
47. Bidders are also free to communicate with the contact persons of the service provider to get all clarifications regarding the mode of the e-procurement process.

**Contact Persons**

Mr. Gupteshwar Kumar : 09835494536  
Mr. Chintan Mahtha : 09431746434  
TOLL FREE NO. : 1800-3070-2232  
Additional Mobile Nos. : +91 7878007972, +91 7878007973  
E-mail : sidhanbad1@ncode.in  
: sidhanbad2@ncode.in

Sd/-

AM(ADMIN)  
WJ AREA

## **ANNEXURES.**

**Format of Letter of Bid**

To,

The Tender Committee  
Administration Department.  
WJ AREA, MOONIDIH  
BCCL, Dhanbad – 828129

Subject: Letter of Bid for the work of .....

.....

.....

Ref. 1. NIT No.: .....dated.....

2. Tender ID No.: .....

Dear Sir,

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 details of the EMD being submitted by us has been furnished on-line.

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

We hereby confirm our acceptance of all the terms and conditions of the NIT Document unconditionally.

Yours faithfully,

Contractor(s)

**SPECIMEN OF LETTER OF CONTRACTOR'S ACCEPTANCE OF PROVISIONAL  
REDUCTION OF RATE FOR SUBSTANDARD WORK.**

No.

date:

To

.....  
.....

Sir,

Subject: (Complete name of work).....

Reference: Your letter No.....

I/We have carefully read the terms and conditions offered in your letter dated.....  
and they are acceptable to me/us.

Pending the decision of the Engineer in Charge of the final rates of payment against the items of work specified in the statement attached to your above letter, which will be final and binding, I/ We agree to the same being paid at the provisional rates indicated against each of the said item of work for the above work as mentioned in your statement.

Yours faithfully,

Contractor(s)

**PROFORMA OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT.**

Bharat Coking Coal Ltd.  
Koyla Bhawan, Koyla Nagar  
Dhanbad  
826005

Dear Sir,

In consideration of M/s Bharat Coking Coal Ltd. having its Registered Office at Koyla Bhawan Koyla Nagar Dhanbad (hereinafter called "the Company" which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed under the terms and conditions contained in letter No..... dated..... issued in favour of M/s. .... for ..... (hereinafter referred to as "the contract") to accept the Deed of guarantee as herein provided for Rs..... from the Schedule/ Nationalised Bank in lieu of security deposit to be made by M/s..... (hereinafter called "the Contractor") or in lieu of deduction to be made from the contractor's bill, for the due fulfillment of the terms and conditions contained in the said contract by the contractor, we the ..... Bank (hereinafter referred to as the said Bank) having its Registered Office at..... do hereby undertake and agreed to pay the company to the extent of Rs..... on demand stating that the amount claimed by the company is due and payable by the contractor for the reasons of failure/negligence in performing the terms and conditions contained in the contract by the buyer and to unconditionally pay the amount claimed by the company on demand without any demur to the extent aforesaid.

We, the..... Bank agree that the company shall be the sole judge as to whether the said contractor has failed/neglected in performing any of the terms and conditions of the said contract and the decision of the company in this behalf shall be final and binding on us.

We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect upto ..... and any claim received after the said date shall in no case bind the Bank.

The Company shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee or indemnity from time to time vary any of the terms and conditions of the said contract or to extend the time of performance by the said contractor or to postpone any time and from time to time any of the powers exercisable by it against the said contractor and either to enforce or to forbear from enforcing any of the terms and conditions governing the said contract or securities available to the company and the said Bank shall not be released from its liability under these presents.

Notwithstanding anything contained herein the liability of the said Bank under this guarantee is restricted to Rs..... and this Guarantee shall come into force from the date hereof and shall remain in full force and effect till ..... Unless the written demand or claim under this guarantee is made by the Company with us on or before ..... all rights of the company under this guarantee shall cease to have any effect and we shall be relieved and discharged from our liabilities hereunder.

We the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the company in writing and agree that any change in the constitution of the said contractor or the said bank shall not discharge our liability hereunder.

This guarantee issued by Sri ..... who is authorised by the Bank.

Under jurisdiction of Dhanbad court only.



**Affidavit**

**(For genuineness of the information furnished on-line and authenticity of the documents produced before Tender Committee for verification in support of his eligibility)**

**I, \_\_\_\_\_, Partner/Legal Attorney/ Accredited Representative of  
M/S \_\_\_\_\_, solemnly declare that:**

**1. We are submitting Tender for the Work \_\_\_\_\_**

**----- against Tender Notice No.----- dt -----**

**2. None of the Partners of our firm is relative of employee of -----( Name of the Company )**

**3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct and true.**

**4. All documents/ credentials submitted along with this Tender are genuine, authentic, true and valid.**

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

**Signature of the Tenderer**

**Dated-----**

**PROFORMA FOR EXECUTION OF AGREEMENT.**

**STAMP PAPER.**

This agreement is made on ..... day of ..... between ( Name of Company ) having its registered office at ..... (hereinafter called the 'COMPANY' which expression shall, unless repugnant to the subject or context, include its successors and assignees) of the one part and ( Name of the Contractor ) carrying on business as a ( partnership/ proprietorship/ Ltd. Co. etc. ) firm under the name and style ..... (hereinafter called the 'said Contractor' which expression shall, unless the context requires otherwise include them and their respective heirs, executors, administrators and legal representatives) of the other part.

Whereas the Company invited tenders for the work of “.....” and whereas the said Contractor/ Firm submitted tender for the said work and deposited a sum of Rs..... as Earnest Money and whereas the tender of the said contract has been accepted by the Company for execution of the said work.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

- 1) In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the tender papers hereinafter referred to.
- 2) The following documents which are annexed to this agreement should be deemed to form and be read and construed as part of this agreement viz.

- i) Annexure-A Tender Notice (Page .. to ..)
- ii) Schedule –A General Terms & Conditions, Special Conditions if any and General Technical Specification (Page .... to ...)
- iii) Schedule-B The probable Quantities and Amount (Page ... to ...)
- iv) Schedule-C Negotiation letters –
- iv) Schedule-D Letter of Acceptance/Work Order (Page .. to ..)
- v) Schedule-E Drawings (Page .. to ..)

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

4) The company has received a sum of Rs..... towards Performance Security Deposit (1<sup>st</sup> part of Security Deposit) in the form of Demand Draft / Certified Cheque/ B.G./ *other form (details to be furnished)* .

5) The said contractor hereby covenants with the company that the company shall deduct at 5% of R/A Bills as Retention Money (2<sup>nd</sup> part of security deposit ) to make the total Security as 10%(ten percent) of

contract value, as per the terms & condition of the tender/ contract.

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

1 Partner. Signature

2 Partner Signature

On behalf of M/S.....

The Contractor, as one of the constituted attorney,

In the presence of –

1. Name \_\_\_\_\_ Signature

Address :

Occupation :

Signed by Sri .....on behalf of Signature

( Name of Company) in presence of –

1.a.i.1. Name : Signature

1.a.i.2. Address: .

**ANNEXURE-VII**

**PROFORMA OF BANK GUARANTEE IN LIEU OF EARNEST MONEY**

M/s Bharat Coking Coal Limited,  
Koyla Bhawan,  
Dhanbad.

Dear sir,

1) In consideration of the ..... having its Registered Office at ..... (hereinafter called “the company” which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed to exempt M/s ..... having its registered office at ..... (hereinafter called “the said tenderers” which expression shall unless repugnant to the subject or context includes its successors and assigns) from the demand under the terms and conditions of Tender number ..... for ..... (hereinafter called “the said Tender”) of each earnest money for the due fulfillment of the terms and conditions contained in the said Tender by the said Tenderer on production of Bank guarantee for Rs. ....). We ..... Bank (hereinafter referred to as “the Bank”) do hereby undertake to pay to the company an amount not exceeding Rs. ....on demand by the company for the reason of any breach by the Tenderer of any of the terms and conditions contained in the said Tender. The decision of the company as to any such breach having been committed by the Tenderer shall be final and binding on us.

2) We, ..... Bank do hereby undertake to pay an amount due and payable under this guarantee without any demur merely on a demand from the company stating that the amount claimed is due from the tenderer for the reason of breach by the said tenderer of any of the terms and conditions contained in the said Tender or for the reason of the Tenderer failing to keep the Tender open. Any such demand made on the Bank shall be conclusive. As regard the amount due and payable by the Bank under this guarantee shall be restricted to an amount not exceeding Rs. ....

3) We, the said Bank further agree that the Guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect till a demand or claim under this Guarantee is made on us in writing on or before the .....  
..... We shall discharge from all liability under this Guarantee thereafter.

4) We, the said Bank lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the company in writing and agree that any change in the constitution of the said Tenderer or the Bank shall not discharge our liability hereunder.

5) This guarantee is issued by Sri ..... who is authorized by the Bank.

Under jurisdiction of Dhanbad court only.

**ANNEXURE-VIII**

**DECLARATION**

I hereby declare that my / our firm has not been banned or delisted by any Government or Quasi Government agencies or PSU's.

I/ We accept the tender document as available in the website and my/ our tender shall be rejected if any tampering is there in the tender document thus submitted.

Signature of the Tenderer

**FOR PAYMENT TO CONTRACTORS**

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

1	Vendor/ supplier/ contractor/ customer's name & address (with telephone number & Fax number)	
2	Particulars of Bank Account	
	a) Bank Name	
	b) Branch Name (Including RTGS Code)	
	Address	
	Telephone No. & Fax No.	
	c) 9 – Digit Code Number of the Bank & Branch (Appearing on the MICR Cheque issued on the bank) or 5 digit code number of SBI	
	d) Account Type (S.B. Account/ Current Account or Cash Credit with code 10/11/13)	
	e) Ledger No./ Ledger Folio No.	
	f) Account Number (Core Banking) & Style of Account (As appearing on the cheque Book)	

**3. DATE OF EFFECT:**

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

Date:-

( \_\_\_\_\_ )  
Signature of customer/ vendor/supplier/ contractor

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

( \_\_\_\_\_ )  
Signature of the authorized officials from the Bank

**INTEGRITY PACT**

Between

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

And

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

**Preamble**

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

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

**Section 1 – Commitments of the Principal**

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



## **Section 2 – Commitments of the Bidder/Contractor**

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

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

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

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

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

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

prematurely.

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

#### **Section 4 – Compensation for Damages**

- 1.If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
- 2.If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

#### **Section 5 – Previous transgression**

- 1.The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2.If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **Section 6–Equal treatment of all Bidders/Contractor/Subcontractor**

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

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

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

## **Section 8 – External Independent Monitor/Monitors**

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

(to be decided by the Chairperson of the Principal)

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

## **Section 9 – Pact Duration**

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

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

#### **Section 10 – Other provisions**

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

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

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

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

-----  
For the Principal

-----  
For the Bidder/Contractor

Place.....

Witness 1 : .....

Date .....

Witness 2 : .....

## **Annexure-“B”**

### **The requirements for submission of the Bids On-line INSTRUCTIONS TO BIDDERS**

- a. In order to submit the Bid, the bidders have to get themselves registered online on the e-tender portal (<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 upto the chain of trust to the root certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one time activity only. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person.
- b. 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, BCCL shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.
- c. The bidders have to accept unconditionally the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including Commercial & General Terms & Conditions and other terms, 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 allowed / accepted.

Registration / Enrollment of Bidder on above e-tender Portal only.

### **Requirements for Vendors**

#### **Basic Requirements**

- P.C. connected with internet.
- Registration with Service provider portal <https://coalindiatenders.gov.in>
- The vendor should possess a Class II Digital Signature certificate (Mandatory). (Bids will not be recorded without Digital Signature Certificate.)
- In case of any clarification please contact M/s. NIC, before the schedule time for submission of the bid.

## GENERAL TERMS AND CONDITIONS

### 1. Definitions

- i) "**Employer**" or "Company" means the Coal India Limited or any of its subsidiaries who will employ the contractor represented by the appropriate authority.
- ii) "**Principal Employer**" means the Coal India Limited or any of its subsidiaries or the officer nominated by the Company to function on its behalf.
- iii) The word "**Contractor/ Contractors**" wherever occurs means the successful tenderer/ tenderers 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) "**Site**" means the land and places including any building and erection thereon, over, under, in or through which the Permanent works or Temporary works designed by the Engineer in Charge are to be executed and any other lands and places provided by the Employer for working space or any other purpose as may be specifically designated in the Contract as forming part of the site.
- v) The term "**Sub-Contractor**" as employed herein, includes those having a direct contract with Contractor either on piece rate, item rate, time rate or any other basis and it includes one who furnishes work to a special design according to the plans or specifications of this work but does not include one who merely supplies materials.
- vi) "**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.
- vii) "**Officer-in-charge**" shall mean the officer nominated by the company in the administration cadre/ discipline who is competent to direct supervisors and authorized to be in charge of the works for the purpose of this contract. The Designated Officer in Charge, who is of an appropriate seniority, will be responsible for supervising and administering the contract, certifying payments due to the contractor. 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 their Delegation of Powers of the company. However, overall responsibility, as far as the contract is concerned, will be that of the Designated Officer in Charge.
- viii) The "**Contract**" shall mean the notice inviting tender, the tender as accepted by the Company, the work order issued to the contractor, and the formal contract agreement executed between the company and the contractor together with the documents referred to therein including general terms and conditions, special conditions if any, scope of work, frozen terms & conditions/technical parameters/scope of work and revised offer .if any specifications drawings, including those to be submitted during progress of work, schedule of quantities with rates and amounts.
- ix) A "**Day**" shall mean a day of 24 hours from midnight to midnight.
- x) The "**Work**" shall mean the works required to be executed in accordance with the contract/work order or parts thereof as the case may be and shall include all extra or additional, altered or substituted works or any work of emergent nature, which in the opinion of the Engineer-in-charge, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.

xi) **"Schedule of Rates"** referred to in this conditions shall mean the standard schedule of rates prescribed by the company and the amendments issued from time to time.

xii) **"Contract amount"** shall mean:

a) in the case of turnkey 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 "Schedule of Quantities" of the tender document as accepted by the Company with or without any alteration as the case may be.

xiii) **"Written notice"** shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in persons to the individual or to a member of the contractors firm or to an office of the company for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

xiv) **"The constructional plant"** means all appliances, tools, plants or machinery or whatsoever nature required in or about the execution, completion or maintenance of the works but does not include materials or other things intended to form part of the permanent work.

xv) **"Letter of Acceptance of Tender"** means letter giving intimation to the tenderer that his tender has been accepted in accordance with the provisions contained in that letter.

xvi) **"Department"** means the Administrative department of Coal India Limited or any of its subsidiary companies/units represented by the appropriate authority.

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

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

## **2. Contract Documents:**

The following documents shall constitute the contract documents :

- i) Notice Inviting Tender/Detailed Tender Notice.
- ii) Articles of Agreement / Letter of Acceptance of Tender/ Work Order.
- iii) General Terms & Conditions of contract/ Commercial Terms & Conditions of contract.
- iv) Additional Terms & Conditions of contract, if any.
- v) Specifications.
- vi) Schedule of quantities (or Bill of Quantities)/ Schedule of work/ Scope of work and schedule of deviation *(to be provided by the contractor.)*

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

**2.1** The contractor shall enter into and execute contract agreement in the prescribed form (ref. format at ANNEXURE VII ). The cost of the stamp papers for the contract agreement shall be borne by the contractor. Two sets of contract document/agreements shall be prepared and signed by both the parties One of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy will be supplied to the contractor free of cost and the original is to be retained by the company. For any additional copies required by the contractors the price to be charged would be that of

the cost of the Tender Document ( Application Fee ).

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

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

**2.2** The contract document shall not 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.

### **2.3. Abnormally High Rate (AHR) & Abnormally Low Rate (ALR) Items.**

Abnormally High Rates & Abnormally Low Rates, if quoted by the contractor, in item rate tenders will be identified & dealt with as under:

- i) For identification of AHR & ALR items the ceiling of  $\pm 20\%$  respectively, when compared with the updated estimated rate, will be considered.
- ii) Variation in Quantity on quoted rate during execution for AHR & ALR items shall be permitted up to  $\pm 25\%$  (  $+25\%$  for AHR &  $-25\%$  for ALR ) of the quantity provided for items of work below plinth level &  $\pm 5\%$  of the quantity provided for items of work above plinth level respectively.
- iii) Quantity variation beyond the limit mentioned at ii) above shall be dealt by arriving at new rate based on prevalent market rates of materials & labour analyzed as per standard analysis of rate of N.B.O./ C.P.W.D. Payment of extra quantity over the permitted quantity of  $\pm 25\%$  and  $\pm 5\%$  (as the case may be) would be made on the basis of the new analyzed rate.
- iv) For identified abnormally low rate ( ALR ) items, the contractor will be required to deposit with the company the difference in amount calculated between the departmental justified rate multiplied by the quantity of a particular ALR item and the ALR rate quoted by the contractor multiplied by the quantity of the same item.

The total amount to be deposited will be the sum total of all the identified ALR items calculated as per the method outlined above.

The amount so retained will be refunded on successful completion of individual ALR items of work.

### **2.4. Acceptance of Offer :**

Letter of Acceptance is an acceptance of offer by the company and it need not be accepted by the tenderer. But the tenderer should acknowledge the receipt of the order within 15 days of mailing of work order and any delay in acknowledging the receipt will be treated as a breach of contract and compensation for the loss caused by such breach will be declared by the company by forfeiting EMD .

### **3. Discrepancies in contract documents & Adjustments thereof**

The documents forming part of the contract are to be treated as mutually explanatory of one another and in case of discrepancy between schedule of quantity, the specifications and/or drawing, the following order of preference shall be observed;

- a) Description in Bill of Quantities of work.
- b) Particular specification and special conditions, if any
- c) Drawings.



d) General specifications.

**3.1**In the event of varying or conflicting provision in any of the document(s) 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 Bill 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 Drawings and 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 amount worked out by the contractor shall be taken as correct.
- b) discrepancy in the amount quoted by the contractor due to calculation mistake of the unit rate and quantity, the unit rate shall be regarded as firm and amount corrected.
- c) when the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or words, then the rates quoted by the Contractor in words shall be taken as correct.
- d) in the case of percentage rate tender, the Contractors are required to quote their rates both in amount as well as in the percentage below/above the rates entered in the Schedule. In such cases in the event of Arithmetical error committed in amount by the contractor, the tender percentage and not the amount should be taken into account.
- e) discrepancy in totaling or carry forward in the amount quoted by the contractor shall be corrected.

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

#### **4. Security Deposit:**

**4.1.1** Security Deposit shall consist of two parts;

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

The security deposit shall bear no interest.

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

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

The Earnest Money/ Bid Security deposited in the form of Bank Guarantee shall be discharged when the Bidder has signed the Agreement and furnished the required Performance Security/ Security Deposit. The bid security deposited in the form of Demand draft/ cash shall be adjusted against the security deposit.

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

- (a) at Bidder's option by a nationalized/ Scheduled Indian Bank or
- (b) by a foreign bank located in India and acceptable to the employer.
- (c) the validity of the Bank Guarantee shall be for a period of one year or ninety days beyond the period of contract, whichever is more.

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

**4.2..1** All running on account bills shall be paid at 95% (ninety five percent) of work value. This 5% (five percent) deduction towards Retention Money will be the second part of security deposit.

**4.2.2** .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. Retention Money should be deducted at 5% from running bills.

**4.3** The Bank Guarantee towards security deposit shall be acceptable only for values above Rs.50, 000/- and the Bank Guarantee shall also be valid for a minimum period of one year or ninety days beyond the period of contract, whichever is more.. Bank Guarantee is to be submitted in the format prescribed by the company. Bank Guarantee shall be irrevocable and will be from amongst the list of Banks ( Scheduled Banks ) provided in the bid document.

**4.4** The Company shall be at liberty to deduct/appropriate from the security deposit such sums as are due and payable by the contractor to the company as may be determined in terms of the contract, and the amount appropriated from the security deposit shall have to be restored by further deduction from the contractors subsequent on account running bills, if any.

The refund of security deposit shall be subject to company's right to deduct/appropriate its due against the contractor under this contract or under any other contract.

**4.5** On completion of the entire work and issue of defect liability certificate (taking over certificate with a list of defects) by the Engineer-in-charge, one half of the security deposit remaining with the company shall be refunded. The other half shall be refunded to the contractor after issue of No Defect Certificate by the Engineer-in-Charge. on the expiry of Defect Liability Period of six months , subject to the following conditions:

a) Any defect/defects in the work, if detected after issue of defect liability certificate is/are rectified to the satisfaction of the Engineer-in-Charge within the said period.

b) In the case of building work or other work of similar nature, the refund shall be made on the expiry of the said six months period or at the end of one full monsoon period i.e. June to September, whichever is later in point of time and any defects such as leakages in roof, effloresces in walls, dampness, defects in drainage etc. should be rectified to the satisfaction of Engineer-in-Charge.

## **5. Deviations/Variations in Quantities and Pricing**

The quantities given in the "Schedule of Quantities" are based on estimates 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 work, under contract, have power to make any alterations in or additions to or

substitution of the original specifications, drawings, designs 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 or substituted work, which shall form part of the original contract, shall be carried out by the contractor on the same terms and conditions in all respects on which they agreed to do the main work and at the same rate/rates as are specified in the contract/ work-order.

**5.2** The right is reserved to cancel any items of work included in the contract agreement or portion thereof in any stage of execution if found necessary to the work

and such omission shall not be a waiver of any condition of the contract nor invalidate any of the provisions thereof.

**5.3 *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) plus 25% of the time calculated as explained above or such further additional time as may be considered reasonable by the Engineer in Charge.***

**5.4** 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 in case of non-availability of a portion of the site or for any other reason and the contractor shall be bound to carry out the rest of the work in accordance with the instructions given by the Engineer In Charge. No claim from the Contractor shall be entertained/ accepted on these grounds.

**5.5** In the event of any deviation being ordered which in the opinion of the contractor changes radically the original scope/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 and the rate/rates to be paid for such deviations shall be resolved separately with the company as per the procedures/norms laid down hereafter.

## **6. Time for Completion of Contract, Extension thereof, Defaults and Compensation for Delay**

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

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

For the purpose of this detailed time and progress chart, the work shall be deemed to have commenced on the expiry of 10 (ten) days from the issue of Letter of Acceptance of Tender/Work Order or handing over the site of work or handing over reasonable number of working drawings to the contractor or the period of mobilization allowed in the work order for starting the work in special circumstances, whichever is later.

**6.1** If the contractor, without reasonable cause or valid reasons, commits default in commencing the work within the aforesaid time limit, the company shall without prejudice to any other right or remedy, be at liberty, by giving 15 days notice in writing to the contractor to commence the work, to forfeit the Earnest Money deposited by him and to rescind the Letter of Acceptance of Tender/Work Order.

Additionally, the Company will reserve the right to debar such defaulting Contractors from participating in future Tenders for a minimum period of 1 (One) year.

**6.2** If the contractor fails to maintain the required progress in terms of the agreed time and progress chart or to complete the work and clear the site on or before the contract or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the company on account of such breach, pay as compensation (Liquidated Damages) @ half percent (1/2%) of the contract price per week of delay. The aggregate of such compensation/ compensations shall not exceed 10 (ten) percent of the total value as shown in the contract.

This will also apply to items or group of items for which separate period of completion has been specified. The amount of compensation may be adjusted or setoff against any sum payable to the contractor under this or any other contract with the company.

**6.2.1** The company, if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time of completion, may allow further extension of time at its discretion with or without the levy of In L.D. the event of

extension granted being with L.D, the company will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the contractor as agreed damages equivalent to half percent of the contract value of the works for each week or part of the week subject to a ceiling of 10% of the contract price.

**6.2.2** The company, if not satisfied that the works can be completed by the contractor, and in the event of failure on the part of the contractor to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the contract.

**6.2.3** The company, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.

**6.2.4** In the event of such termination of the contract as described in clauses 6.2.2 or 6.2.3 or both, the company, shall be entitled to recover L.D. up to ten percent (10%) of the contract value and forfeit the security deposit made by the contractor besides getting the work completed by other means at the risk and cost of the contractor.

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

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

**9.8** Income tax deduction @ 2% ( Two percent ) of the gross value of each bill or at the rate as amended from time to time, shall be made unless exempted by the competent authority of the Income Tax Department

**9.9** No interest shall be payable on the amounts withheld, under the terms of the Contract Agreement/Work-order.

## **10. Termination, Cancellation, Suspension and 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 no

c) obtains a contract with the company as a result of ring tendering or other non-bonafide methods of competitive tendering

**Or**

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

**Or**

b) transfers, sublets, assigns the entire work or any portion thereof without the prior approval in writing from the Engineer In Charge. The Engineer In Charge may by giving

a written notice, cancel the whole contract or portion of it in default.

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

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

b) In the case of the contractor being a company, its affairs are under liquidation either by a resolution passed by the contractors company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or reorganization, or a receiver or manager is appointed by the court on the application by the debenture holders of the contractor's company, if any.

c) If the contractor shall suffer an execution being levied on his/their goods, estates and allow it to be continued for a period of 21 (twenty-one) days.

d) On the death of the 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.

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**10.2** On cancellation of the contract or on termination of the contract, the Engineer In Charge shall have powers:

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

**c)** 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 up to the time of cancellation less on a/c payments made till date and value of contractor's materials, plant, equipments, etc. taken possession of after cancellation.

**d)**to recover the amount determined as above, if any, from any money due to the contractor on any account or under any other contract and in the event of any shortfall, the contractor shall be called upon to pay the same on demand. The need for determination of the amount of recovery of any extra cost/expenditure or of any loss/damage suffered by the company shall not however arise in the case of termination of the contract for death/demise of the contractor as stated in clause 10.1(d) of the contract.

**10.4** The work shall, throughout the stipulated period of contract, be carried out with all due diligence on the part of the contractor. In the event of termination or suspension of the contract, on account of default on the part of the contractor, as narrated hereinbefore, the security deposit and other dues of this work or any other work done under this company shall be forfeited and brought under the absolute disposal of the company provided, that the amount so forfeited shall not exceed 10 (ten) percent of the contract value.

## 15. Settlement of Disputes/ Arbitration

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

The 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.

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

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**Name of Work:- Income tax return, correction of income tax return for the year 2015-16 & onwards.**

**Estimated Cost:- Rs. 86,640.**

**Details of Work**

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<b>Sl. No.</b>	<b>Description of work</b>	<b>Unit</b>	<b>Rate (in Rs.)</b>	<b>No.</b>	<b>Amount</b>
<b>1</b>	Filling of E TDS Return Quarterly	<b>No of entries in one return X Rate ; subject to minimum Rs. 2000 per return</b>	<b>Rs. 1.10 per entry in return [2500X1.10= 2,750 per return]</b>	<b>4 returns</b>	<b>11,000</b>
<b>2</b>	Revision / Correction of Income Tax Returns	<b>No of revised/corrected return filed</b>	<b>2000</b>	<b>As per requirement</b>	<b>2000</b>
<b>3</b>	Calculation of Income Tax ( for in and around 2500 employees) and Generation of form 16 including Printing	<b>No of employees</b>	<b>10</b>	<b>2500 (Approx.)</b>	<b>25000</b>
	<b>Fee payable to NSDL for uploading the return will be reimbursed on actual basis. Service tax will be paid as applicable time to time.</b>				
	<b>Total</b>				<b>38,000</b>
	<b>Service tax @14%</b>				<b>5,320.00</b>
	<b>Total (excluding NSDL uploading fee) [Rupee forty three thousand three hundred twenty only]</b>				<b>43,320.00</b>

**Total for Two units = Rs. 43,320X2=86,640.00**

TOTAL AMOUNT = Rupees Eighty Six Thousand Six Hundred forty Only.

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