



**e-TENDER NOTICE**

NIT NO: SO(E&M)/RJH/16-17/05

Dated: 26.08.2016

1. Digitally signed and encrypted e-Tenders are invited under Two Part system on the website <https://coalindiatenders.gov.in> from the reputed and experienced contractors for the following work:

| Description of work   | Location                | Estimated Value (₹.) | Earnest Money (₹.) | Period of Completion (in Days) |
|---|-------------------------|----------------------|--------------------|--------------------------------|
| Hiring of one no. School Bus (32 seater) for the period of 03 (three) years for Rajhara OCP under Rajhara Area. | GM Office, Rajhara Area | ₹ 9,65,310.00        | ₹ 3,200 /- only    | 1095                           |

Note : i. The bid documents will be available on the website(s) [www.ccl.gov.in](http://www.ccl.gov.in) / [www.tenders.gov.in](http://www.tenders.gov.in) / CPP Portal [eprocare.gov.in](http://eprocare.gov.in) and can be downloaded by the bidder up to the bid submission end date. There is no Application Fee.

ii. Estimated values is for rental charges including all expenses and taxes but excluding cost of diesel & service tax

**2. Time Schedule of Tender**

| SL. No. | Particulars                                  | Date       | Time  |
|---------|--|------------|-------|
| a.      | Tender e-Publication date                    | 20.09.2016 | 11:00 |
| b.      | Document download start date                 | 20.09.2016 | 11:00 |
| c.      | Document download end date                   | 04.10.2016 | 17:00 |
| d.      | Bid Submission start date                    | 21.09.2016 | 11:00 |
| e.      | Bid submission end date                      | 04.10.2016 | 17:00 |
| f.      | Start date for seeking Clarification on-line | 20.09.2016 | 11:00 |
| g.      | Last date for seeking Clarification on-line  | 27.09.2016 | 17:00 |
| h.      | Date of Pre-bid Meeting                      | NA         | NA    |
| i.      | Date of Bid Opening                          | 05.10.2016 | 17:00 |

### 3. Deposit of EMD:

The bidder can make payment of EMD either through net-banking from designated Bank/s or through NEFT/RTGS from any scheduled Bank. In case of payment through net-banking the money will be immediately transferred to CCL's designated Account. In case of payment through NEFT/RTGS the bidder will have to make payment as per the Challans generated by system on e-Procurement portal ( [www.coalindiatenders.gov.in](http://www.coalindiatenders.gov.in)) and will have to furnish online the UTR Numbers before submission of bid. Bidder will be allowed to submit his/her bid only when the EMD is successfully received in CCL's and the information flows from Bank to e-Procurement system.

**EMD is to be deposited through electronic payment in CCL Rajhara Area, SBI Account No. 11112105177 maintained at Chandwa, Jharkand having IFSC Code SBIN0002926.**

The bidder must upload scanned copy of RTGS / NEFT UTR receipt along with their offer in the EMD / relevant folder/file of Cover-I..

#### 3.1 EMD Refund

- a. If EMD is paid by the bidder in online mode (Direct Debit/NEFT/RTGS) then the EMD of rejected bidders will be refunded at any stage directly to the account from where it had been received (except the cases where EMD is to be forfeited).
- b. No claim from the bidders will be entertained for non-receipt of the refund in any account other than the one from where the money is received.
- c. If the refund of EMD is not received by the bidder in the account from which the EMD has been made due to any technical reason then it will be paid through conventional system of e-payment. For this purpose, if required, Tender Inviting Authority will obtain the Mandate Form from the Bidder.
- d. In case the tender is cancelled then EMD of all the participating bidders will be refunded unless it is forfeited by the department.
- e. If the bidder withdraws his/her bid online (i.e. before the end date of submission of tender) then his/her EMD will be refunded automatically after the opening of tender.
- f. The EMD of successful bidder (on Award of Contract) will be retained by CCL and will be adjusted to Performance Security Deposit. However, EMD deposited by the L-1 bidder in the form of BG will be discharged when the bidder furnishes the required Performance Security Deposit (PSD) and sign the agreement.

**4. Pre-bid Meeting:** The pre-bid meeting shall be held in the office of Tender Inviting Authority on the scheduled date & time, if specified online. Non-attendance of pre-bid meeting will not be a cause for disqualification of the bidder and it shall be presumed that the bidder does not require any clarification. The purpose of the pre-bid meeting will be to clarify issues.

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

6. **Eligible bidders:** The invitation for bid is open to all bidders including an individual, proprietorship firm, partnership firm or a company having eligibility to participate as per eligibility criteria stipulated in clause No.7 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 .

**Note: Joint Venture is not allowed to participate in this tender.**

## 7. Eligibility Criteria:-

A. **The Bidder should either be a Owner of the Vehicle/s. or have a hiring agreement with the owner of vehicles which are offered to be engaged.**

**The eligibility criteria for both class of bidders shall be as under:**

Owner' vehicle shall be registered under commercial category. The bidder should be either registered for Service Tax OR should have exemption from Service Tax Registration and/or payment of service tax as per service tax rules. This has to be submitted in the form of certificate from a practicing Chartered Accountant that the bidder is exempted for Service Tax Registration and/or payment of Service tax.

In case any bidder quotes/offers for new vehicles, the bidder has to submit Proforma Invoice and an undertaking to deploy the offered vehicles with all supporting documents and service tax registration within one months from the date of issue of LOI on non judicial stamp paper of Rs 100/-value, duly signed by Notary along with Bid.

OR

In case the bidder is not the owner of the vehicle they should be registered for ServiceTax issued by appropriate Govt Authority.. The bidder should have a hiring agreement with the owners of vehicles which are offered to be engaged(Hiring agreement should contain the reference of NIT No. & date).

**The age of the vehicle/s as on the date of opening of tender shall be as given below:**

| Sl. No. | Type of Vehicle                              | Maximum age of Vehicle, as on the date of opening of tender. |
|---------|--|--|
| 1.      | Car/Jeep/covered Jeep/Ambulance              | 03 Years.  |
| 2.      | Bus/Mini Bus/Truck/Mini Truck/Pick-up<br>Van | 05 Years   |

**Note:**

1. The bidder should comply the above eligibility requirement on the date of submission of tender.
2. However, after becoming techno-commercially eligible L-1, the bidder may request offline for change of vehicles to be deployed by him at any time at his option as follows:
  - a. In case the bidder has hiring agreement : The bidder may deploy any other vehicle/s of same class hired subsequently through an hiring agreement, of the same or lower age than the originally offered vehicle/s .
  - b. In case the bidder is Owner of Vehicle : the bidder may deploy any other vehicle/s of same class owned by him subsequently of the same or lower age than the originally offered vehicle/s.

Moreover, such requests will be considered by the department on the merit of the individual case. In case, the request for change of vehicle/s is not accepted by the department then the bidder has to deploy the originally offered vehicle/s.

**Data to be furnished by the bidders online:**

- i) Confirmation in the form of **Yes/No** regarding the status of the bidder i.e. either a Owner of the Vehicle/s.or Hiring agreement with the Owner of the Vehicle/s.

**Technical Evaluation by the System:**

The System will evaluate “Yes” as eligible and “No” as not eligible.

**Scanned copy of documents to be uploaded by the bidders (Confirmatory documents)**

- i) RC Book of the Vehicle/s proposed to be deployed for this work.
- ii) In case, the bidder is not the owner of the vehicle, then copy of the Hiring Agreement executed with the Owner of the vehicle/s proposed to be deployed for this work. (Hiring agreement should contain the reference of NIT No. & date).
- iii) An undertaking to deploy the offered vehicles with all supporting documents within one months from the date of issue of LOA on non judicial stamp paper of Rs 100/- value,duly signed by Notary as per the for format at Annexure V. (Applicable for the offer of new vehicle only).

**B. Working Capital:**

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

**Scanned copy of documents to be uploaded by the bidders (Confirmatory documents)**  
Certificate of Working Capital issued by a practicing Charter Accountant.

**C. Permanent Account Number:**

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

**Data to be furnished by the bidders online:**

Confirmation in the form of YES/NO regarding possessing PAN

**Technical Evaluation by the System:**

The System will evaluate “Yes” as eligible and “No” as not eligible.

**Scanned copy of documents to be uploaded by the bidders (Confirmatory documents)**

PAN card of the bidder.

**D. Service Tax :**

The bidder should be either a Small Service Provider and exempted from service tax registration and/ or exempted from payment of service tax but a Body Corporate

**OR**

A Small Service Provider and exempted from service tax registration and/ or exempted from payment of service tax but not a Body Corporate

**OR**

A Body Corporate

**OR**

Other than the above three 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 the NIT with respect to Service Tax status of the bidder.

**Scanned copy of documents to be uploaded by the bidders (Confirmatory documents)**

Any one of the following documents depending upon the status with respect to Service Tax status as declared by Bidder in the BOQ sheet:

- a) Status : Small Service Provider and exempted from service tax registration and/ or exempted from payment of service tax but not a Body Corporate:

Document: A certificate from practicing Chartered Accountant having a membership number that the bidder a Small Service Provider and exempted from service tax registration and/ or exempted from payment of service tax.

- b) Status: Small Service Provider and exempted from service tax registration and/ or exempted from payment of service tax but a Body Corporate:

Document 1: A certificate from practicing Chartered Accountant having a membership number that the bidder a Small Service Provider and exempted from service tax registration and/ or exempted from payment of service tax and

2: The certificate of Incorporation.

c) Status : A body corporate

Document :Service Tax Registration Certificate issued by Central Excise &Customs Department, Government of India .

d) Status : Other than above three Categories.

Document : Service Tax Registration Certificate issued by Central Excise &Customs Department, Government of India .

8. All the bidders are to submit the information in objective manner confirmed by the uploaded documents. The documents related to the furnished online information, based on which the auto evaluation takes place will only be considered. If the bidder uploads any other document, it will be given no cognizance.

The scanned copy of following documents will be submitted by the bidder on-line while submitting bid under Cover-I (Confirmatory documents).

| S. No | Submission of Documents related to Eligibility Criteria     | Scanned copy of documents to be uploaded by bidder in support of information/ declaration furnished online by the bidder against Eligibility Criteria (CONFIRMATORY DOCUMENT)   |
|-------|---|---|
| 1.    | Letter of Bid   | Letter of Bid on the bidder's letter head, in the prescribed format(Annexure-I).  |
| 2.    | Owner of Vehicle/Hiring Agreement with owner of the vehicle | <p><b>a). If the bidder is Owner of the Vehicle/s :</b></p> <p>i) RC Book of the Vehicle/s proposed to be deployed for this work.<br/> ii) Service Tax Registration issued by appropriate authority, Govt. of India, ifapplicable.</p> <p style="text-align: center;">OR</p> <p>In case the owner of the vehicle is small service provider and exempted forService Tax Registration and/or payment of Service tax but a BodyCorporate, then a certificate from a practicing Chartered Accountanthaving a membership number that the bidder is exempted for Service TaxRegistration and/or payment of Service tax and the certificate of Incorporation.</p> <p style="text-align: center;">OR</p> <p>In case the owner of the vehicle is small service provider and exempted forService Tax Registration and/or payment of Service tax but not a Body Corporate, then a certificate from a practicing Chartered Accountant having membership number that the bidder is exempted for Service Tax Registration and/or payment of Service tax</p> <p style="text-align: center;">OR</p> <p>D)In case any bidder quotes/offer for new vehicles, the bidder has to submit Proforma invoice and an undertaking to deploy the offered vehicles with all supporting documents within one months from the date of issue of LOI on non judicial stamp paper of Rs 100/-value,duly signed by Notary along with Bid as</p> |

|  |   |  |
|--|---|--|
|  |   | <p>enclosed in annexure V.</p> <p>ii) Service Tax Registration issued by appropriate authority, Govt. of India, if applicable.</p> <p><b>b) If the bidder have Hiring Agreement with owner of the vehicle:</b></p> <p>i) Service Tax Registration Certificate issued by appropriate authority, Govt. of India</p> <p>ii) RC Books of the Vehicle/s proposed to be deployed for this work.</p> <p>iii) The Hiring Agreement executed with the Owner of the vehicle/s proposed to be deployed for this work. (Hiring agreement should contain thereference of NIT No. &amp; date).</p> |
| 3.   | Working Capital   | Certificate of Working Capital issued by a practicing Charter Accountant.  |
| 4.   | Authorization for Digital Signature Certificate               | <p>a) If the bidder himself is the DSC holder bidding on-line then no document is required.</p> <p>OR</p> <p>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.</p>   |
| 5.   | Undertaking   | A commitment is to be uploaded in the form of UNDERTAKING in form of affidavit as per the format given in the bid document (Annexure-II). Undertaking is about the genuineness of information furnished online, authenticity of scanned copy of documents uploaded and about other commitments.  |
| 6.   | Legal Status of The Bidder                                    | <p>Any one of the following document:</p> <ol style="list-style-type: none"> <li>1. Affidavit or any other document to prove proprietorship/individual status of the bidder.</li> <li>2. Partnership deed containing name of partners.</li> <li>3. Memorandum &amp; Article of Association with certificate of incorporation containing name of bidder.</li> </ol>   |
| 7.   | e-Payment mandate   | As enclosed in Annexure VI.  |
| 8.   | Any other document required as per special conditions of NIT. |  |
| <p>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.</p> |   |  |

## 9. Submission of Bid:

All the bids are to be submitted online and on the website <https://coalindiatenders.gov.in>.  
**No bid shall be accepted offline.**

- a. The bidder should strictly comply with following instructions :
- i. The bidders are requested to submit offers online giving reference to this tender notice number and date containing offers in two parts in the links cover-I and cover-II.
  - ii. Two parts of the bid should contain the details as follows:

**Part-I:**

Contractors bid

Information on Eligibility/Qualifying criteria as detailed at Clause No.6, 7& 8 including necessary scanned documents as elaborated there.  
TPS(If applicable)

**Part II/cover-II:** Prices only in the Excel format as indicated in the Bid document.

- b. In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal of CIL/Subsidiary (<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. The bidder is one whose name will appear as bidder in the e-Procurement Portal.
- c. The bidders will have to accept unconditionally the online User Portal Agreement which contains the acceptance of all the Terms and Conditions of NIT including General and Special Terms & Conditions, Integrity Pact and other conditions, if any, along with online undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder online in order to become an eligible bidder. **No conditional bid shall be allowed/accepted.** This User Portal Agreement will be a part of NIT/Contract Document.
- If any information/declaration furnished online by the bidder against eligibility criteria is found to be wrong at any stage which changes the eligibility status of the bidder, there will be provision for penal action.
- d. **Letter of Bid :** The format of Letter of Bid (Annexure-I) will be downloaded by the bidder and will be printed/typed on his letter head. This document will be signed by the bidder or authorized person of the bidder or DSC holder bidding with authorization from bidder 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. However inclusion of any additional redundant information by the Bidder in the submitted Letter of Bid (LOB), which does not contradict the content and spirit of original format of LOB uploaded by department will not be a cause of rejection of his/her bid.



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.

The Letter of bid will be digitally signed by DSC holder submitting bid online and it does not require any physical signature. However, if the Letter of Bid (LOB) bears the physical signature in addition to the digital signature of DSC holder, it will be accepted without questioning the identity of person signing the Letter of Bid.

- e. **General Technical Evaluation (GTE):-** The bidder will have to provide the required information in the GTE template while submitting the bid. The information should be provided by the bidder by filling up the relevant data through a form in an objective and structured manner. The software will use the information provided by the bidders to evaluate the technical bids automatically.

f. **Confirmatory Documents :**

All the confirmatory documents as enlisted in the NIT in support of online information furnished by the bidder are to be uploaded in Cover-I by the bidder while submitting the bid online.

g. **Technical Parameter Sheet(TPS) (If applicable ):**

The Technical Parameter Sheet containing the technical specification parameters for the tendered work/service will be in Excel format (password protected) and will be uploaded during tender creation. This will be downloaded by the bidder and he will furnish all the required information on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission in General Technical Evaluation (GTE). The Technical Parameter Sheet which is incomplete and not submitted as per instruction given above will be rejected.

h. **Price Bid (Part-II):**

The Price bid containing the Bill of Quantity will be in .xls format (password protected) and will be uploaded during tender creation. This will be downloaded by the bidder and he will quote the rates for all items on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission in Cover-II. The Price-bid will be in Item Rate or Percentage Rate BOQ format and the bidder will have to quote for all the tendered items and the L-1 will be decided on overall quoted value(i.e. Cost to company). The Price-bids of the tenderers will have no condition. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected. Any alteration/modification in the Excel format may lead to rejection of bid.

**The rates quoted by bidder shall be inclusive of all Taxes but excluding Service Tax.**

The excel sheet will compute the Service Tax (Total Service Tax, component of Service Tax payable by the bidder and component Service Tax payable by department) as per predefined logic.

**The L-1 will be decided based on cost to the Company.**

Prior to quoting the rates in the BOQ file, the bidder will select the appropriate Service Tax Status from the list given in the BOQ.

For calculation of overall bid value, share of Service tax including Swachh Bharat Cess (SBC) required to be paid by the bidder as well as by the CCL(as per reverse charge mechanism & status of the Bidder effective from date) will be added to the quoted rate/value to decide the L-1 (i.e. overall value of works) and then the share of Service Tax including SBC to be deposited by the CCL, if any is to be deducted to arrive at contract value.

The applicable share of service Tax (under reverse charge mechanism w.e.f. 01.07.2012 amended vide Notification No.14/2015-Service Tax, dated 19<sup>th</sup> May, 2015 and amended vide Notification No. 22/2015-ST dated 6<sup>th</sup> November 2015 regarding Swachh Bharat Cess) is given below:

| Hiring of vehicles to carry Passenger   | Share of Service Tax incl SBC (%) |     | Actual Financial Impact  |
|---|-----------------------------------|-----|--|
|   | Bidder (Agency)                   | CCL |  |
| Where Agency is a <b>Body corporate</b> (i.e. a company registered under Company Act 1956) and <b>not availing CENVAT credit</b>                    | 40                                | NIL | Service Tax is payable @5.8% on Bill amount (Excluding HSD) is payable by Bidder only        |
| Where Agency is a <b>Body Corporate</b> (i.e. a company registered under Company Act 1956) and <b>availing CENVAT credit</b>                        | 100                               | NIL | Service Tax is payable @14.5% on Bill amount (Excluding HSD) is payable by Bidder only       |
| Where the Agency is an Individual, HUF, Partnership Or Association of person and <b>not availing CENVAT credit</b>                                  | NIL                               | 40  | Service Tax is payable @5.8% on Bill amount (Excluding HSD) is payable by CCL only           |
| Where the Agency is an Individual, HUF, Partnership Or Association of person and <b>availing CENVAT credit</b>                                      | 50                                | 50  | Service Tax is payable @7.25% on Bill amount (Excluding HSD) is payable by CCL & the bidder. |
| Where the bidder is a <b>Small Service Provider (exempted for service Tax Registration and/or payment of service tax) and a Body Corporate)</b>     | NIL                               | NIL | No Service Tax is payable  |
| Where the bidder is a <b>Small Service Provider (exempted for service Tax Registration and/or payment of service tax) but not a Body Corporate)</b> | NIL                               | 40  | Service Tax is payable @5.8% on Bill amount (Excluding HSD) is payable by CCL only           |

Note:

- i) A small Service provider is one whose aggregate value of taxable service tendered by a provider of Taxable service from one and more premises does not exceed Ten Lakhs Rs in the preceding financial year.
- ii) Body Corporate i.e a Company registered under Company Act,1956.

The Price bid file will be digitally signed and uploaded by the bidder in Part-II/Cover-II.

NOTE : When L-1 bidder has been awarded the work on the basis of being a small service provider and is eligible for 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 contract.

#### **DECISION OF L-1 :**

**The L-1 will be decided based on “COST TO COMPANY” in the following manner :**

(i). **If CENVAT Credit is Available :**

**COST TO COMPANY = Quoted Price of Bidder.**

(ii). **If CENVAT Credit is Not Available :**

**COST TO COMPANY = Quoted Price of Bidder (+) Service Tax Payable by Bidder (+) Service Tax Payable by Company (CCL).**

Payment of Contractor's liability of Service Tax would be made to the contractor only on submission of Bill/Invoice in accordance with the provision of relevant Service Tax Rules. Payment/deposit of contractor's liability of Service Tax is the contractor's responsibility. The employer's liability of Service Tax will be deposited by Central Coalfields Limited (CCL) directly to the concerned Service Tax Authorities.

10. It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-tender portal. Under no circumstances, CIL/Subsidiary shall be liable to the bidders for any direct/indirect loss or damage incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.

#### **11. Extension of Time Schedule of Tender:**

If the number of bids received online is less than three on the end date of bid submission then the bid submission end date and bid opening date will be automatically extended by the System, initially for a period of two days and if the number of bids still remains less than three then again for another five days. This extension will be also applicable in case of receipt of zero bids.

After two extensions (as applicable) as stated above the tender shall be opened irrespective of available no. of bids on the extended date of opening of tender. If any of the above extended dates falls on Holiday i.e. a non-working day as defined in the e-procurement portal then the same is to be rescheduled to the next working day.

However, in exceptional cases an extension of end date of Bid submission can be done by issuing corrigendum. Bid opening date will correspondingly be extended.

#### **12. Opening of Bid:**

- i) Tenders [**Cover-I** (Technical-bid) and **Cover-II** (Price-bid)] will be decrypted and opened online by the Bid Openers with their Digital Signature Certificate (DSC) on the pre-scheduled date & time of tender opening. The bidder can view bid opening remotely on their personalized dash board under “Bid Opening (Live)” link.
- ii) The e-Procurement system will evaluate the Technical bids automatically on the basis of relevant data provided by the bidder while submitting the bid online. If the parameters furnished by bidder online in an objective and structured manner does not confirm to the required eligibility criteria as specified in the NIT, the bid will be automatically rejected by the system and the Price-bid of such bidders shall not be opened by the system.

- iii) After decryption and opening of bids, the Comparative Statement showing the status of bidders will be generated by the System.

### 13. Evaluation of Tender:

- i) After Opening of Price-bid, the documents submitted by L-1 bidder in Cover-I will be downloaded by the Evaluator and shall be put up to the Tender Committee. The Tender Committee will examine the uploaded documents against information/declarations furnished by the L-1 bidder online. If it confirms to all of the information/ declarations furnished by the bidder online and does not change the eligibility status of the bidder then the bidder will be considered eligible for award of Contract.
- ii) In case the Tender Committee finds that there is some deficiency in uploaded documents by L-1 bidder then the same will be specified online by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date allowing 7 days (7 x 24 hours) time for online re-submission by L-1 bidder. The L-1 bidder will get this information on their personalized dash board under "Upload confirmatory document" link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder's responsibility to check the updated status/information on their personalized dash board regularly after opening of bid. No separate communication will be made 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. The bidder will upload the scanned copy of all those specified documents in support of the information/ declarations furnished by them online within the specified period of 7 days. If the L1 bidder fails to submit the specified document/s in 7(seven) days time or the uploaded documents still contain some deficiency, additional time of 7 days (7 x 24 hours) shall be given to the L-1 bidder for re-submission, indicating start date and end date for re-submission of such document/s.
- iii) The tender will be evaluated on the basis of documents uploaded by L-1 bidder online. The L-1 bidder is not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.
- iv) In case the L-1 bidder submits requisite documents online as per NIT, then the bidder will be considered eligible for award of Contract.
- v) In case the L-1 bidder fails to submit requisite documents online as per NIT or if any of the information/declaration furnished by L-1 bidder online is found to be wrong by Tender Committee during evaluation of scanned documents uploaded by bidder, which changes the eligibility status of the bidder (**for the first time**), then his bid shall be rejected and **EMD or Rs. 1.00 lakh, whichever is lower, of the bidder will be forfeited.**
- vi) In case the L-1 bidder is technically eligible but rejection is due to high rate quoted by him then the tender shall be cancelled and retendered.
- vii) In case the L-1 bidder is rejected due to non-compliance of confirmatory documents then the L-2 bidder will become L-1 bidder and confirmatory documents of L-2 bidder shall be evaluated by Tender Committee and the process shall be followed as mentioned in clause No. (i) to (v) above.
- viii) The process as mentioned at Clause No.(vii) shall be repeated till the work is either awarded or all the eligible bidders are exhausted.

- ix) In case none of the bidders complies the technical requirement, then re-tender will be done.
- x) The L-1 bidder/s (either L-1 or subsequently declared L-1) fails to submit the requisite documents online as per NIT or if any of the information/declaration furnished by L-1 bidder/s online is found to be wrong by Tender Committee during evaluation of scanned documents uploaded by bidder, which changes the eligibility status of the bidder, **in two tenders**, floated by the same Tender Inviting Authority, within a span of one year (to be counted with respect to date of e-publication of NIT), then his bid shall be rejected and the **EMD of the bidder will be forfeited**.
- xi) It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents as mentioned above.
- xii) If the no(s). of vehicle(s) offered by L1 bidder is less than no(s). of tendered vehicle(s) ,the tender committee will decide allocation of balance quantity of vehicles in following manner:
  - a. The accepted L-1 rate will be counter-offered to the other successful bidders strictly in terms of their price bid ranking.
  - b. The balance quantity of vehicles after allocation of vehicles quoted by L1 will be offered to L2 bidder on accepted L1 rates.
  - c. If L2 does not agree to provide vehicles on L1 rates the whole quantity will be passed to L3 bidder and so on until the list of eligible bidders have been exhausted or nos. of tendered vehicles have been obtained.
  - d. If L2 accepts to provide vehicle(s) on L1 rated but no(s). of vehicle(s) offered by him is less than balance quantity of vehicles ,the remaining nos. of vehicle(s) after allotment to L2 will be counter offered to L3 bidder and so on unless eligible bidders have be exhausted or nos. of tendered vehicles have been obtained.
- xiii) After acceptance of counter offer (L-1 Rate) by other bidders (other than L-1), their uploaded confirmatory documents will be examined by tender committee. The procedure and methodology of evaluation of documents (if required), the permissible time limit for uploading confirmatory documents and the penal action for failure on the part of bidder in uploading the requisite confirmatory documents within specified time limit will be the same as specified in Clause No.13(I to XI) of the NIT.

**14. Bid Validity:** The Bid Validity Period will be 120 (one hundred twenty) days from the end date of bid submission. The validity period of tender shall be decided based on the final end date of submission of bids.

#### **15. Modification and Withdrawal of Bid**

Modification of the submitted bid shall be allowed online only before the deadline of submission of tender and the bidder may modify and resubmit the bid online as many 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 that particular 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:

1. the EMD will be forfeited and

2. the bidder will be debarred for *1(One)* year from participating in tenders in CCL.

The Price-bid of all eligible bidders including this bidder will be opened and action will follow as under:

- i). If the bidder withdrawing his bid is other than L-1, the tender process shall go on.
- ii). If the bidder withdrawing his bid is L-1, then re-tender will be done.

**Note:**

1. *In case of withdrawal of bid by any bidder after end date of submission of bid a letter shall be sent by registered post/speed post in the address as available on the portal allowing 10 days time and seeking confirmation from the bidder regarding the request for withdrawal of bid. The Bidder has to confirm the withdrawal by sending a confirmation letter by Regd Post/Speed post addressed to the Tender Inviting Authority. In case of non-receipt of any confirmation from the Bidder regarding withdrawal within stipulated period, the request of withdrawal will be ignored and Tender evaluation process will continue as usual.*
  2. *However if the concerned Bidder is a Partnership firm and if any of the partners want to dissociate from the Bidding firm, then this would also tantamount to withdrawal of bid and above process of seeking confirmation will be followed by CCL. If the Bidding firm want to deny the dissociation of any of the partners then a legally acceptable document in support of their claim duly signed by all partners of the bidding firm should be sent by Regd Post/Speed Post to Tender Inviting Authority. In case of non-receipt of any such confirmation within stipulated period of 10 days, it will be construed that bidding firm has dissolved and its bid will be treated as withdrawn.*
  3. *CCL reserves the right to cancel the Tender if offer is withdrawn by any bidder after end date of submission apart from other penal actions as stipulated else where in this document.*
16. **One Bid per Bidder:** Each Bidder shall submit only one Bid, either individually, or as a partner in a partnership firm or a public limited firm. A Bidder who submits or participates in more than one Bid (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.
17. 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.
18. This Tender Notice shall be deemed to be part of the Contract Agreement.
19. **The Company does not bind itself to accept the lowest bid and reserves the right to reject any or all the bid without assigning any reasons whatsoever and also to split up the work between two or more tenderers or accept the tender in part and not in its entirety, at its sole discretion.**
20. Any addendum/corrigendum/date extension etc in respect of this tender shall be issued on our website <https://coalindiatenders.gov.in> only. No separate notification shall be issued in the press. Bidders are therefore requested to visit our website regularly to keep themselves updated.

21. The other terms and conditions not covered under this tender document will be governed as per Manual for e-Procurement of works & Services and other relevant manual of Coal India Limited.

**Tender Inviting Authority**

## **INSTRUCTIONS TO BIDDERS**

### **1. SCOPE OF BIDDER**

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

### **2. ELIGIBLE BIDDERS**

2.1 The Invitation for Bid is open to all Bidders including an individual, proprietorship firm, partnership firm, company registered under Companies Act. Bidders shall be eligible to participate only if they fulfill the qualifying/eligibility criteria specified in e-Tender Notice at Clause No.6, 7 & 8.

2.3 The bidders shall have 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

2.4 The bidders have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT and ITB, including General

## **INSTRUCTIONS TO BIDDERS**

and Special Terms & Conditions, technical specifications, other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the bidder on-line in order to become an eligible bidder.

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

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

### **3. QUALIFICATION OF THE BIDDER**

3.1 In the event that pre-qualification of potential bidders has been undertaken, only bids from pre-qualified bidders will be considered for award of contract.

3.2 If the employer has not undertaken pre-qualification of potential bidders, all bidders shall fulfill the eligibility / qualifying criteria as detailed at Cl. No.6,7& 8 of e-Tender Notice. Such details shall be submitted as deliberated at e-Tender Notice.

3.3 If the bidder is subsidiary of a company, the experience and resources of the holding company or its other subsidiaries will not be taken into account. However, if the bidder is a holding company, the experience and resources of its wholly owned subsidiaries will be taken into consideration.

3.4 Even though the bidders meet the above eligibility/qualifying criteria, they are subject to be disqualified if they have:

- a. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- b. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, or financial failures etc.

#### *Notes:*

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

### **4. ONE BID PER BIDDER**

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

### **5. COST OF BIDDING**

5.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid,



## **INSTRUCTIONS TO BIDDERS**

and the Employer will in no case be responsible or liable for those costs.

### **6. SITE VISIT**

6.1. The Bidder, at the Bidder's own responsibility, cost and risk, is encouraged to visit and examine the Site of Works and its surroundings, approach road, investigation report, existing works, if any, connected to the tendered work, if / as available and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the contract. The costs of visiting the Site shall be at the Bidder's own expense.

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

6.3. The bidder is expected, before quoting his rate, to go through the requirement, specification, requirements and conditions of contract.

6.4. The bidder, in preparing the bid, shall rely on the site investigation report referred to in the bid document (if available), supplemented by any information available to the bidder.

### **7.CONTENT OF BIDDING DOCUMENTS**

7.1 The set of bidding documents comprises the documents (all or as available/applicable)listed in below:

i) e-Tender Notice, ii) Instructions to Bidders,iii) Conditions of Contract(General Terms & Conditions, Special Terms and conditions, Commercial Terms and conditions, Special notes and & additional terms & conditions, safety norms etc.), iv) Integrity Pact, if applicable; v) Various Forms of Securities, undertaking, form of Article of Agreement, vi) Bill of Quantities and technical specifications. vii) e-tender user portal agreement.

### **8. CLARIFICATION OF BIDDING DOCUMENTS**

8.1 A prospective bidder requiring any interpretation or clarification of bidding document may seek clarification online or during pre-bid meeting (if any). The clarifications may be asked from the next day of e-Publication of NIT. The last date for seeking clarification will be as specified online. The department will clarify as far as possible only relevant queries. The clarifications given by department will be visible to all the bidders intending to participate in bid.

### **9.LANGUAGE OF BID**

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

### **10.BID PRICES**

10.1. The bidder shall closely study specification in detail and scope of work which govern the rates for which he is quoting. Based on priced bill of quantities submitted by the Bidder, the Employer reserves the right to allot whole or part of the work at their discretion and no claims, whatsoever, shall be entertained in this regard.

## **INSTRUCTIONS TO BIDDERS**

10.2. The price bid containing the bill of quantity will be excel format and will be downloaded by the bidder and he will quote the rates for all items/heads/sub-heads on this excel file as detailed at clause 9(h) of e-tender notice.

10.3. All duties, taxes (excluding Service Tax only) and other levies, octroi, royalty payable by the Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Prices submitted by the Bidder. All investments, operating expenses, incidentals, overheads, etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.

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

Similarly if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder in the Price bid.

Payment/deposit of service tax (share of service provider) is the responsibility of the service provider.

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

### **11. CURRENCIES OF BID AND PAYMENT**

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

### **12. BID VALIDITY**

12.1 The Bid Validity Period will be 120 (one hundred twenty) days from the end date of bid submission. The validity period of tender shall be decided based on the final end date of submission of bids.

12.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidder(s) extend the period of validity for a specified additional period. The request and the bidder's response shall be in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid.

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. In case the tenderer violates to abide by this, the Company will be entitled to take action as per **Clause No.15** (Modification and Withdrawal of Bid) of e-Tender notice.

### **13. BID SECURITY/EARNEST MONEY DEPOSIT**

## **INSTRUCTIONS TO BIDDERS**

13.1. The bidder shall furnish, as part of his bid, a Bid Security/Earnest Money of the amount as shown in e-tender Notice and in the form as deliberated at Clause No.3 of e-Tender Notice. In case of extension of Bid validity on mutual consent, the validity of BG shall be suitably extended.

13.2. Any Bid not accompanied by an acceptable Bid Security/ EMD shall be summarily rejected by the employer as non-responsive.

13.3. EMD of rejected bidders will be refunded at any stage directly to the Account from where it had been received (except the bidders whose EMD is to be forfeited). Refund of EMD will be made by an automatic process triggered by the online rejection of bids by the system/evaluator as explained in clause 3 at e-tender notice.

13.4. The bid security/EMD, (submitted through Net-banking or NEFT/RTGS) of successful bidder may be retained and adjusted with performance security / security deposit, at bidder's option.

13.5. The Bid Security/Earnest Money may be forfeited:

- a. if the Bidder withdraws the Bid after Bid opening during the period of Bid validity / extended validity with mutual consent;  
OR
- b. in the case of a successful Bidder, if the Bidder fails within the specified time limit to: (i) sign the Agreement; OR (ii) Furnish the required Performance Security/ Security Deposit.

Additionally the bidder will not be allowed to participate in the re-tender. The company reserves the right to debar such defaulting contractor from participating in future bids for a minimum period of 12 months.

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

### **14. DEADLINE FOR SUBMISSION OF BIDS**

14.1. Bids shall be submitted online on the web site <https://coalindiatenders.gov.in> within the date and time specified in the e-Tender Notice.

14.2. The employer may extend the deadline for submission of bids as deliberated at clause 11 of e-tender notice.

### **15. SIGNING AND SUBMISSION OF BID**

15.1 The Letter of bid will be digitally signed by DSC holder submitting bid online and it does not require any physical signature. However, if the Contractor's bid bears the physical signature in addition to the digital signature of DSC holder, it will be accepted without questioning the identity of person signing the bid.

15.2 Submission of bid shall be as detailed at Clause No.9 of e-Tender Notice.

### **16. EVALUATION AND COMPARISON OF BIDS.**

16.1 Evaluation and comparison of Bids will be done by System online. This online evaluation will be validated by CCL at each stage as deliberated at Clause No.12&13 of e-Tender Notice. The bidder shall also comply with system requirement as deliberated at Clause No.10 of e-Tender Notice. Bid evaluation shall be done after taking into consideration overall quoted price by the bidder and effect of Service Tax as applicable. L-1 will be

## INSTRUCTIONS TO BIDDERS

decided based on Cost to the Company.

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

After evaluation of the price analysis, the company may require that the amount of the performance security/security deposit is increased at the expense of the successful bidder to a level sufficient to protect the company against financial loss in the event of default on the part of the successful bidder under the contract.

Additional performance security shall be applicable if the bid price is below 15% of the justified price, finalized by the owner. The amount of such additional performance security shall be the difference between 85% of the owner's justified price and quoted price.

Justified price shall be finalized by the owner on the basis of prevalent market rate and labour analysed as per standard analysis of rate in vogue, and shall be binding on the bidder.

Such additional performance security shall be furnished by bidder along with normal performance security .Failure to submit such additional performance security may result into termination of the contract.

### 17. AWARD CRITERIA

- 17.1 Subject to Clause No.18, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated acceptable Bid Price, provided that such Bidder has been determined to be:

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

- 17.2 The Tender Committee will recommend for award of work to the successful bidder after evaluating their technical eligibility based on the computer generated evaluation sheets followed by evaluation of the scanned documents uploaded by L-1 bidder(s) in support of the information furnished by them online and after evaluation of the reasonableness of L-1 rates. The reasonableness of rates will be evaluated as per the provisions of Manual of CIL and other guidelines issued from time to time. The method of evaluation will be as deliberated in clause 13 of e-tender notice.

- 17.3 After competent approval and financial concurrence of TCR, the work order to the recommended bidder(s) will be issued and the scanned copy of the Work Order will be uploaded on the e-Procurement portal and simultaneously the original copy will be sent to the bidder through registered/speed post.

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

- 18.1 Notwithstanding Clause No.17, the Employer reserves the right to accept, negotiate or reject any Bid, and to cancel the bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's

## INSTRUCTIONS TO BIDDERS

action.

### 19. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

19.1 The Bidder(s), whose Bid has been accepted, will be notified of the award by the Employer prior to expiration of the Bid validity period by e-mail and confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works/services by the Contractor as prescribed by the Contract (hereinafter and in the Contract called "the Contract Price").

19.2 The notification of award will constitute the formation of the Contract.

The deployment of vehicles should be started from expiry of 10(ten)days from the issue of letter of acceptance issued by department.

19.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder, etc. within 30(thirty)days following the notification of award along with the letter of Acceptance and / or Work Order issued by department.

In case of failure to enter into agreement within specified period or extended period on the written request of the bidder, if any, the department in addition to other penal measures as per rules of company debar the selected bidder from participating in re-tender. In addition, the department may debar the bidder from participating in future bids for at least 12 months.

19.4 In the bidding process, the cause of rejection of Bid of any bidder should be intimated to non-qualified bidder after the award of the work to the successful one and the Security/ Earnest Money shall be refunded to unsuccessful bidders as per provision of Cl. 3 of e-tender notice.

19.5 The contractor shall enter into and execute contract agreement in the prescribed form. The cost of the stamp papers for the contract agreement shall be borne by the contractor. Two sets of contract document/agreements shall be prepared and signed by both the parties. One of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy will be supplied to the contractor free of cost and the original is to be retained by the company. For additional copy, cost to be charged.

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

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.

### 20. PERFORMANCE SECURITY/SECURITY DEPOSIT

20.1 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.

For details refer Clause No.4 of Conditions of Contract (General Terms and Conditions)

## **INSTRUCTIONS TO BIDDERS**

### **21.EMPLOYMENT OF LABOUR**

21.1 Contractors are to employ, to the extent possible (as per policy decision of the company valid from time to time), local project affected people and pay wages not less than the minimum wages as per minimum Wages Act or such other legislations or award of the minimum wage fixed by respective State Govt.or Central Govt. as may be in force.

Payment of Provident Fund for the workmen employed by him for the work as per the Laws prevailing underprovision of CMPF / EPF and allied scheme valid from time to time shall be the responsibility of bidder.

Bidder shall also submit statutory returns.

21.2 The bidder shall comply with statutory requirements of various acts including CL (Prohibition & Regulation) Act, 1986 and Contract Labour (Regulation & Abolition) Act, 1970 as amended from time to time and all rules, regulations and schemes framed thereunder from time to time in addition to other applicable labour laws.

21.4 Where the contract is for a period of more than six months, the payment to the contractor's labourers has to be made through Bank only.

### **22.LEGAL JURISDICTION**

Matter 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 local court only, where the subject work is to be executed.

### **23. e-Payment**

23.1 Bidders will be required to submit ane-Mandate Form duly signed by bidder and the Bank Officials for e-Payment.

### **24. Change in the Constitution of Contracting Agency.**

24.1 Prior approval in writing of the Company shall be obtained, before any change is made in the constitution of the contracting agency, otherwise it will be treated as a breach of contract.

### **25. Miscellaneous.**

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

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

25.3 Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenders submitted by such tenderers who resort to canvassing shall be liable for rejection.

25.4 Notwithstanding any clauses, there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

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## INSTRUCTIONS TO BIDDERS

## CONDITIONS OF CONTRACT

### GENERAL TERMS AND CONDITIONS

#### 1. Definitions

i) The word "**Employer**" or "**Company**" or "**Owner**" wherever occurs in the conditions, means the Central Coalfields Limited, represented at Head Quarters of the Company by the General Manager (E&M) or his authorized representatives or any other officer specially deputed for the purpose who will employ the contractor.

ii) The word "Principal Employer" wherever occurs, means the officer nominated by the Company to function on its behalf.

iii) The word "Contractor/ Contractors" wherever occurs means the successful bidder /bidders who has/have deposited the necessary Earnest money and has/have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a company or the

successors and permitted assignees of such individual, firm or Company, as the case may be and any constitutional, or otherwise change of which shall have prior approval of the employer.

iv) "Accepting Authority" shall mean the management of the company and includes an authorized representative of the company or any other person or body of persons empowered on its behalf by the company.

v) "**Engineer-in-charge/Designated Officer in Charge**" shall mean the officer nominated by the company in the E&M cadre / discipline who is competent to direct supervisors and authorized to be in charge of the works for the purpose of this contract. The Engineer-in-Charge /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, valuing variations to the contract, awarding extension of time and valuing compensation events. The Engineer-in-Charge /Designated Officer in Charge may further appoint his representatives i.e. another person/Project Manager or any other competent person and notify to the contractor who is directly responsible for supervising the work being executed at the site, on his behalf under their Delegation of Powers of the company. However, overall responsibility, as far as the contract is concerned, will be that of the Engineer-in-Charge/Designated Officer in Charge.

vi) The "**Contract**" shall mean the notice inviting tender, the tender as accepted by the Company, the work order issued to the contractor, and the formal contract agreement executed between the company and the contractor together with the documents referred to therein including general terms and conditions, special conditions, if any, scope of work, frozen terms & 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.

vii) A "**Day**" shall mean a day of 24 hours from midnight to midnight.

viii) The "**Work**" shall mean the works required to be executed in accordance with the contract/work order or parts thereof as the case may be or any work of emergent nature, which in the opinion of the Engineer-in-charge, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.

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

a) in the case of turnkey / lump sum contracts the total sum for which tender is accepted by the company.

b) in the case of other types of contracts the total sum arrived at based on the individual rate(s) / percentage rate(s) 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.

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

xi) "**Letter of Acceptance of Tender**" means letter giving intimation to the tenderer that



his tender has been accepted in accordance with the provisions contained in that letter.

xii) "**Department**" means the E&M Department of Coal India Limited or any of its subsidiary companies/units represented by the appropriate authority.

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

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

## **2. Contract Documents and Miscellaneous Provisions :**

The following documents shall constitute the contract documents :

- i) Articles of Agreement.
- ii) Letter of Acceptance of Bid/ Work Order indicating deviation, if any, from the conditions of contract incorporated in the tender document issued to the bidders.
- iii) Notice Inviting Tender and Instructions to Bidders.
- iv) Conditions of Contract including General Terms & Conditions of contract, Additional Terms & Conditions, Special Terms & Conditions, and Commercial Terms & Conditions etc.- as applicable.
- v) Frozen terms & conditions / technical parameters and revised offer, if any.
- vi) Specifications/ scope of Work, if any.
- vii) Schedule of quantities (or Bill of Quantities) along with accepted rate.
- viii) Safety Code etc. forming part of the tender,

**2.1** The contractor shall enter into and execute contract agreement in the prescribed form. The cost of the stamp papers for the contract agreement shall be borne by the contractor. Two sets of contract document/agreements shall be prepared and signed by both the parties. One of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy will be supplied to the contractor free of cost and the original is to be retained by the company. For additional copy, cost to be charged.

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** The local Court, where the subject work is to be executed shall have exclusive jurisdiction in all matter arising under this contract.

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

"Letter of Acceptance"- is an acceptance of offer by the company. The tenderer should acknowledge the receipt of the order within 10 days of mailing of LOA 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) General specifications.
- d) BIS 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 figure 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** 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.

**4.2** Performance Security should be 5% of annualized value of contract amount(Hiring Charges including all expenses and taxes, but excluding cost of diesel & service tax) and should be submitted within 28 days of issuance of LOA by the successful bidder in any of the form given below :

- i) Bank Guarantee in the form given in the bid document from any Scheduled bank.  
The BG issued by outstation bank shall be operative at its local branch at .....  
or branch at.....  
**Bank Guarantee against Performance Security shall be applicable if the amount of Performance Security exceeds Rs. 5.0 lakhs.**
- ii) Govt. Securities, FDR or any other form of deposit stipulated by the owner and duly pledged in favour of owner.
- iii) Demand Draft drawn in favour of Central Coalfields Ltd on any Scheduled Bank payable at its Branch at.....

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/ 1<sup>st</sup> part of security deposit.

The bid security deposited in the form of online payment may be adjusted against the Performance security (1<sup>st</sup> part of security deposit) at bidder's option.

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

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

The validity of the Bank Guarantee shall be for a period of one year or ninety days beyond the period of contract /extended contract period (if any), 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/ earnest money.

In addition to the above penal measures, the bidder will not be allowed to participate in the re-tendering process. The bidder may also be debarred from participating in future tenders in the subsidiary for a minimum period of 12 Months.

**4.3**All running on account bills shall be paid at 95% (ninety five percent) of work value(Hiring Charges including all expenses and taxes, but excluding cost of diesel & service tax). The balance 5% shall be treated as retention money and will be second part of security deposit.

**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.

**4.5 REFUND OF SECURITY DEPOSIT:**

Security deposit should be refunded within 14 days of the completion of hiring period /extended period / date of closure of contract.

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. For contract period more than one year, security money may be refunded annually on submission of BG of equivalent amount subject to satisfactory performance of the contractor during the year or the security money so deposited shall carry forward to the next hiring contract period/s and may be refunded after the closure of the contract

#### **4.6 Additional performance security:**

Additional performance security shall be applicable if the bid price is below 15% of the justified price, finalized by the owner. The amount of such additional performance security shall be the difference between 85% of the owner's justified price and quoted price.

Justified price shall be finalized by the owner on the basis of prevalent market rate of materials and labour analysed as per standard analysis of rate in Vogue, and shall be binding on the bidder.

Additional performance security shall be furnished by bidder along with normal performance security.

Failure to submit such additional performance security may result into termination of the contract.

This additional performance security will not carry any interest and shall be released in the following manner:

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

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

#### **5. 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. The work shall, throughout the stipulated period of contract, be carried out with all due diligence on the part of the contractor.

Immediately after the contract is concluded i.e. LOA / Work Order is issued, the contractor should take necessary steps to deploy the vehicles.

**5.1** 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 day's notice in writing to the contractor to commence the work, failing which to forfeit the Earnest Money deposited by him and to rescind the Letter of Acceptance of Tender/Work Order and also to debar the contractor to take part in the future re-tender.

The Company will reserve the right to debar such defaulting Contractors from participating in future Tenders for a minimum period of 12(twelve) months.

**5.2** If the contractor fails to complete the work before the date of completion 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):

**5.2.1** The company, if not satisfied with the service provided by the contractor, and in the event of failure on the part of the contractor to provide any remedy, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the contract.

**5.2.2** The company, if not satisfied with the progress of the contract and in the event of failure of the contractor to provide satisfactory services, shall be entitled to terminate the contract.

**5.2.3** In the event of such termination of the contract as described in clauses 5.2.1 or 5.2.2 or both, the company, shall be entitled to impose penalty/LD. Additionally the contractor shall/may be debarred from participating in the future tenders for a minimum period of 12 months.

**5.3** Extension of date of completion: On occurrences of any events causing delay as stated here-under, the contractor shall intimate immediately in writing to the Engineer-in-Charge.

a) Force Majeure:

i) Natural phenomena like unprecedented flood and draught, earthquakes & epidemics.

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

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

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

For delays arising out of Force Majeure, the bidder / contractor will not claim extension in completion date for a period exceeding the period of delay attributable to the clauses of Force Majeure and neither company nor bidder / contractor shall be liable to pay extra cost (like increase in rates, remobilization advance, idle charges for labour and materials etc.) provided it is mutually established that Force majeure conditions did actually exists.

b) Serious loss or damage by fire and abnormally bad weather.

c) Non-availability of stores which are the responsibility of the company to supply as per contract.

d) Any other causes which, at the sole discretion of the company, is beyond the control

of the contractor.

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

The extension of contract will be at the existing rate or the rate finalized in the next tender, whichever is lower.

## **6. Payments**

The running on account payments may be made once in a month. The contractor has to submit the monthly bill in duplicate along with log book of the vehicle (original) to the controlling officer.

**6.1** Payment of on account bill shall be made on the Engineer-In-Charge's certifying the sum to which the contractor is considered entitled by way of interim payment for the following :

**6.2** The work executed as covered by the bill/bills after deducting the amount already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the work order/ contract.

The payments shall be released against the final bill subject to all deductions which may be made on account of other dues payable by the contractor to the company, and further subject to the contractor having given to the Engineer- In- Charge a no claim certificate.

**6.3** The company reserve the right to recover/enforce recovery of any over payments detected after the payment as a result of post payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed claims, if any, of the contractor exceeds the amount of such overpayment and irrespective of the facts whether such disputed claims of the contractor are the subject matter of arbitration or not.

The amount of such over payments shall be recovered from subsequent bills under the contract, failing that from contractor's claim under any other contract with the company or from the contractor's security deposit or the contractor shall pay the amount of over payment on demand. In case of contractor's non-payment on such demand, the same should be realized from the contractor's dues, if any, with Coal India Limited or any of its subsidiaries.

The contractors are required to execute the works satisfactorily and according to the specifications laid down in the contract/ work order.

**6.4** 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.

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

## **7. 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, and whether the date of completion has or has not elapsed, by notice in writing if the contractor:-

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

Or

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

Or

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

Or

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

Or

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

Or

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

**7.1**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.

**7.2 Suspension of Work:**

i) The company shall have power to suspend the work or any part thereof and the Engineer-In- Charge may direct the contractor in writing to suspend the work, for such period and in such manner as may be specified therein, on account of any default on the part of the contractor, or for proper execution of the work for reasons other than any default on part of the contractor, or on ground of safety of the work.

ii) In the event of suspension for reasons other than any default on the part of the contractor, extension of time shall be allowed by the company equal to the period of such suspension and the contractor shall properly protect and secure the works to the extent necessary during such suspension.

iii)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.

### **7.3 Foreclosure of contract:**

If at any time after acceptance of the tender the company decides to abandon or reduce the scope of work for any reason whatsoever the company, through its Engineer-in-Charge, shall give notice in writing to that effect to the contractor and contractor shall act accordingly in the matter. In the event of abandonment, the contractor shall have no claim to any payment of compensation or otherwise whatsoever, other than those mentioned below:-

- a) to pay reasonable amount assessed and certified by the Engineer-in-Charge of the expenditure incurred, if any,
- b) to pay the contractor at the contract rates full amount for works executed

**7.3.01** The contractor shall, if required by the Engineer-in-Charge, furnish to him books of accounts, papers, relevant documents as may be necessary to enable the Engineer-in-Charge to assess the amountspayable in terms of above clauses. The contractor shall not have any claim for compensation for abandonment of the work, other than those as specified above.

### **8. Carrying out Part Work at Risk & Cost of Contractor.**

If the service provided is unsatisfactory, the Engineer-in-Charge, after giving the contractor 15 days' notice in writing, without cancelling or terminating the contract, shall be entitled to employ another Agency for executing the job or to carry out the work departmentally or contractually through tendering / limited tendering process, either wholly or partly, debiting the contractor with cost involved in engaging another Agency or with the cost of labour and the prices of materials, as the case may be. The certificate to be issued by the Engineer-in-Charge for the cost of the work so done shall be final and conclusive and the extra cost, if any, shall be borne by the contractor. However, when this clause is invoked, penalty will not be applicable other than on account of delayed completion.

The contractor, from whom part work is being taken out, shall not be allowed to participate in the tendering process if any.

If the expenses incurred by the department is less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.



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

## **9. Additional Responsibilities of the Contractor(s)**

i) The contractor / contractors shall employ only competent, skillful and orderly men to do the work. The Engineer-in-Charge shall have the right to ask the contractor/contractors to remove from the work site any men of the contractor/contractors who in his opinion is undesirable and the contractor/contractors will have to remove him within 3 (three) hours of such orders.

The contractor shall further be responsible for making arrangements at his own cost, or accommodation and social needs of the staff under his employment.

ii) Precautions shall be exercised at all times by the contractor(s) for the protection of persons (including employees) and property. The safety required or recommended by all applicable laws, codes, statutes and regulations shall be observed by the contractor(s). In case of accidents, the contractor(s) shall be responsible for compliance with all the requirements imposed by the Workmen's Compensation Act or any other similar laws in force and the contractor shall indemnify the company against any claim on this account.

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

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

iv) The contractor shall maintain all records as per the provision made in the various statutes including Contract Labour (Regulation & Abolition) Act, 1970 and the Contract Labour (Regulation & Abolition) Central Rules, 1971, Minimum Wages Act, Workmen Compensation Act etc. and latest amendment thereof. Such records maintained by the contractor shall be opened for inspection by the Engineer-in-Charge or by the nominated representative of the Principal Employer.

v) The contractor / contractors shall not pay less than the minimum wages to the labourer engaged by him/them as per Minimum Wages Act or such other legislation or award of the minimum wage fixed by the respective State Govt. or Central Govt. as may be in force. The contractor / contractors shall make necessary payments of the provident fund for the workmen employed by him for the work as per the laws prevailing under provisions of CMPF and allied scheme and Miscellaneous Provisions Act, 1948 or Employees Provident Fund and Miscellaneous Provisions Act 1952 as the case may be.

vi) All accounts shall be maintained properly and the company shall have the right of access and inspection of all such books of accounts etc., relating to payment of labourer including payment of provident fund considered necessary and the company may arrange for witnessing the payment to the labourer by its representatives.

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

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

ix) The contractor shall be registered with the concerned State Govt. and the Central Govt. in respect of Sales Tax Act and the certificate having details of Registration No., period of validity etc. should be submitted to the Engineer-in-Charge.

## **16. Settlement of Disputes.**

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

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

Effort shall be made to resolve the dispute in two stages

In first stage dispute shall be referred to Area GM or GM/HOD(E&M). If difference still persist the dispute shall be referred to a committee constituted by the owner. The committee shall have one member of the rank of Director of the company who shall be chairman of the committee.

If differences still persist, the settlement of the dispute shall be resolved in the following manner:

Disputes relating to the commercial contracts with Central Public Sector Enterprises / Govt. Departments ( except Railways, Income Tax, Customs & excise duties )/ State Public Sector Enterprises shall be referred by either party for Arbitration to the PMA ( Permanent Machinery of Arbitration ) in the department of Public Enterprises.

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

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## **SPECIAL CONDITIONS OF CONTRACT**

1. The contractor may request offline for change of vehicles to be deployed by him at any time at his option as follows:
  - a. In case the contractor has hiring agreement with the owner of the vehicle : the contractor may deploy any other vehicle/s of same class/type hired subsequently through an hiring agreement, of the same or lower age than the originally offered vehicle/s
  - b. In case the contractor is Owner of Vehicle : the contractor may deploy any other vehicle/s of same class/type owned by him subsequently of the same or lower age than the originally offered vehicle/s

Moreover, such requests will be considered by the department on the merit of the individual case. In case, the request for change of vehicle/s is not accepted by the department then the bidder has to deploy the originally offered vehicle/s.

2. It will be the responsibility of the contractor to maintain all statutory documents e.g Taxi registration, RC book, Fitness Certificate, pollution certificate, Road tax

clearance, Latest First Party Insurance (comprehensive policy) paid up to date. Service Tax Registration (if required), valid driving license of the assigned driver, as required under Motor vehicle Act and other Govt. Acts/ registration.

3. The Vehicle will normally be engaged for 12/ 24 hours a day as per the work order/Agreement.
4. The vehicle should give minimum 28/29 days service in any calendar month except in the month of February and minimum 26/27 days in February i.e. the vehicle(s) will be spared by the using authority on alternate Sundays in every month for servicing, repair & maintenance by the contractor, subject to permission by the controlling officer if required.
5. The interior of the vehicle should be maintained in clean and hygienic condition.
6. For the daily routine service, the vehicle should not be withdrawn without prior intimation. In case the vehicle remains out of the road due to any break down, the contractor shall have to arrange a standby vehicle of same class in good working condition as replacement.

**7. Penalty:**

- 7.1 In case the contractor fails to provide a vehicle for a particular period/s, he/they will not get the hiring charges for that period and an amount @ twice the per day hiring charge will be deducted as penalty from his bill for the period of absence from duties.**
  - 7.2 Company will be free to hire a suitable similar vehicle locally for the period of absence and any extra cost incurred beyond awarded rate will be recovered from the bill of the contractor. In this case the penalty/deduction stated above at 7.1 will not be applicable.**
8. The driver(s) of the vehicle, employed by the contractor should have valid driving license. He/They should be well behaved. He/They should be in clean and well dressed. He/They should not be connected with any unsocial activities. He/They should be free from alcohol drinking habit. The contractor of the vehicle will be held responsible for the conduct and behavior of driver(s). If behavior of driver(s) is not satisfactory, he/they should be replaced within 48 hours with a good driver.
  9. If the hired vehicle remains under breakdown for more than 10 days in a month and at a suitable replacement is not given, the contract will be terminated and the security money deposited with the Management will be forfeited.
  10. The day-to-day running cost of diesel of the vehicle used will be borne by the contractor, which will be reimbursed by CCL along with the monthly bill. The repair & maintenance of vehicle is the responsibility of the contractor.

The reimbursement for Diesel shall be made on the basis of Mileage/ average of KM/Litre applicable for different type of vehicle as given below:

| S.No | Type of vehicle | Consumption pattern of POL(Diesel) |
|------|-----------------|------------------------------------|
|------|-----------------|------------------------------------|

|    |   |                                   |
|----|---|-----------------------------------|
| 01 | <b>Car</b><br>All Sedans like Indigo ,Swift Dzire etc and Hatch backs like Indica,Swift etc | @ one liter for every 12 Kms run  |
| 02 | <b>SUVs</b><br>All SUVs,MUVs like Bolero,Scorpio etc  | @ one liter for every 10 Kms run  |
| 03 | <b>BUS</b><br>a)School Bus /shift bus-25+1/16+1 seater                                      | @ one liter for every 8 Kms run   |
|    | b)School Bus /shift bus-32+1 seater   | @ one liter for every 6 Kms run   |
|    | c)School Bus /shift bus-52+1 seater   | @ one liter for every 3.5 Kms run |
| 04 | <b>Truck</b><br>a.Truck(10Te)   | @ one liter for every 3 Kms run   |
|    | b.Mini Truck  | @ one liter for every 7.5 Kms run |
| 05 | Explosive Van   | @ one liter for every 3 Kms run   |

The cost of diesel shall be reimbursed at prevailing market rate of HSD of IOC/Bharat Petroleum/Hindustan Petroleum applicable at the place of engagement of vehicle.

12. A separate log-book for daily recording of the movement of vehicle should be maintained by the driver and to be countersigned daily by the Controlling Officer /user of the vehicle.
13. The contractor has to submit his monthly bill in duplicate along with, the copy of the log-book maintained for the vehicle in the 1<sup>st</sup> week of the succeeding month to the Controlling Officer for acceptance. The bill will be paid by the Area Accounts Office, of the concerned area/project through e-payment after auditing and passing of the bill.
14. In case of any accident of the vehicle or to the driver, CCL will not be held responsible or liable for any payment of compensation to the contractor or to his driver.
15. Engineer-In-Charge: Staff Officer (E&M) will be the Engineer-in-Charge of the concerned area and the user of vehicle will be the designated officer in-charge for this contract.
16. The Contractor and Driver of the vehicle will have to maintain phone connection and Mobile for easy access.

17. The contractor shall be responsible for availability of sufficient diesel in the tank of the vehicle and in no case driver of the vehicle should ask for money from the user for filling of diesel etc.
18. The contractor shall keep adequate number of vehicles for satisfactory execution of the work.
19. Vehicles in good and safe condition having valid fitness certificate permits/licenses etc. and in respect of which the required taxes/fees have been deposited and which are properly covered with 1<sup>st</sup> party insurance, shall be deployed for the work.
20. The contractor shall at his own cost, arrange for regular checking/ maintenance/ repair of the vehicles and keep them in good and safe running conditions all the time.
21. Only experience, skilled and disciplined drivers of sound health and good behavior & having valid driving license shall be deployed by the contractor for driving vehicles supplied to CCL. In no case any un-authorized driving of the vehicles shall be permitted by the contractor.
22. Vehicle will run inside the state of Jharkhand.
23. Vehicle should always be in an excellent running condition, with spare wheel (stepney) & tyres should be in good condition & exterior paintings not defaced.
24. The vehicle should run only on the diesel & not on gas or kerosene.
25. The CCL undertakes no liability if the vehicle is damaged, set on fire etc. by any mob or by any person or by accident during the engagement/hire in progress.
26. If the vehicle is seized by the authority under law or for election duty, CCL will not be liable for the same & no payment of whatsoever nature will be demanded for such event. In such condition the contractor will provide alternate vehicle for CCL without delay.
27. The driver should be in white shirt and trousers at the cost of contractor.
28. Seats of the vehicles must be covered with clean & white Turkish towels.
29. Driver of the vehicle should open the door of the car/vehicle for the user & after properly sitting of the user he will close the door & then he will go to driving seat.
30. Music system of the vehicle should be in working condition.
31. Driver of vehicle should keep his mobile phone switched off, while driving the vehicle.
32. The driver of the vehicle should not be in drunken condition while on duty.
33. The contractor will supply the vehicles on Sundays & holidays also, if required, at the same rate and terms and condition.
34. The contractor shall familiarize himself and fully comply with the provisions of all the Acts/Rule/Regulations/Bye-laws and orders of the Local authority/

Municipality/State Govt./Central Govt. applicable to the worker. Mines Act. Payment of Wages Act, Motor Vehicle Act, Workmen's Compensation Act, etc. and shall be fully responsible and liable for due observance of the same. The company shall have no responsibility/liability whatsoever on these accounts and the contractor shall fully indemnify the Company against any claim/dispute.

35. Following conditions will be applicable to hiring of school buses:

- i) On/School/College duty should be prominently displayed.
- ii) It should not carry children in excess of its permitted seating capacity.
- iii) The bus must have a first aid box.
- iv) Windows of the bus must be fitted with horizontal grills.
- v) There must be a fire extinguisher in the bus.
- vi) The driver of bus must have a minimum of 5 years of experience of driving heavy vehicles.
- vii) In addition to the driver, there must be another qualified person in every school bus.
- viii) To keep school bags safely, there should be space provided under the seat.
- ix) The doors of bus should be fitted with reliable locks.
- x) A tamper-proof speed governor that complies with the requirements of Rule 118 of CMV(A)1989 should be provided in the bus.

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## ANNEXURES

### Annexure-I

#### **FORMAT FOR LETTER OF BID**

**(To be uploaded by the Bidder on his Letter Head during submission of bid online)**

To :

\_\_\_\_\_

\_\_\_\_\_

Sub : BID for the Work \_\_\_\_\_

**NIT No.:** .....**dated**.....

**Tender Id No:** .....

Dear Sir,

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

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

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

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

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

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

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

Yours faithfully,

**Signature of Bidder**

**Annexure-II**

**PROFORMA FOR UNDERTAKING**

**(To be uploaded by the Bidder on his letter head during submission of bid online)**

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

1. I/We am/are submitting Bid for the work.....against Bid Notice No. .... Dated..... and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. Myself/Our Partners/Directors don't has/have any relative as employee of **Central Coalfields Limited**.

**\* (If so, furnish the name, designation & place of posting of employee of CCL and name of the bidder/partners/directors, who are relative of the employee of CCL)**



3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Bid is complete, correct and true.
4. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
5. I/ We hereby authorize department to seek references / clarifications from our Bankers.
6. \*I/We have submitted particulars of existing Sales Tax / VAT registration. We also undertake that Certificate of Registration with appropriate Sales Tax / VAT Authority where the work will be executed shall be arranged before any payment is made to us.
7. We hereby undertake that we shall register and obtain license from the competent authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.
8. \*I/We hereby confirm that we have registration with CMPF / EPF Authorities. We shall make necessary payments as required under law.

Or

\*I/We hereby undertake that we shall take appropriate steps for registration as relevant under CMPF / EPF authorities, if applicable. We shall make necessary payments as required under law.

**\* Delete whichever is not applicable.**

9. \*\* I/We have not been banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs.  
(In case of JV, all partners are covered)

Or

\*\*I / We .....have been banned by the organization named “ \_\_\_\_\_ ” for a period of..... year/s, effective from ..... to.....

[ in case of JV, name(s) of the JV Partner(s) ]

**\*\* Delete whichever is not applicable.**

- 10.. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues including Earnest Money and banning/ delisting of our firm and all partners of the firm etc
- 11(a). I/We are not engaging and will not engage any child labour in any of the activities for which I/We are participating in the tender.

**(b).** If it is reported and proved that child labour is engaged by me/us, then I/We will be penalized 10% of the contract value and will be blacklisted.

**Signature of the Bidder**

**Dated.....**

**PROFORMA FOR EXECUTION OF AGREEMENT.**

**STAMP PAPER**

**(of appropriate value as per Stamp Act)**

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, General Technical Specification and Safety Code (Page ..... to .....)
- iii) Schedule-B The probable Quantities and Amount (Page ..... to .....)
- iv) Schedule-C Negotiation letters (Page ..... to .....)
- iv) Schedule-D Letter of Acceptance/Work Order (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  
( Name of Company) in presence of -

Signature

1. Name : Signature
2. Address: .

**Annexure-IV**

**PROFORMA OF BANK GURANTEE FOR PERFORMANCE SECURITY**

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

**[Applicable for PSD amount of Rs.5.00 Lakh and more]**

To

.....  
.....

Re: Bank Guarantee in respect of Contract No.....,Dated..... Between .....  
(Name of the company) and ..... (Name of the Contractor)

WHEREAS

..... (Name and address of the Contractor) (herein after called “the Contractor”)  
has entered into a contract made as per letter of acceptance.....dated.....(herein after  
called the said contract) with ..... (name of the Company) (hereinafter called “the Company”) to execute  
..... (name of the contract and brief description of work)  
on the terms and conditions contained in the said contract.

It has been agreed that the Contractor shall furnish a Performance Security in the shape of Bank Guarantee from a Schedule bank for a sum of Rs..... as security for due compliance and performance of the terms and conditions of the said contract.

We..... (name of the Bank) having its branch/Office at..... have, at the request of the Contractor, agreed to furnish this bank Guarantee by way of performance Security.

NOW, THEREFORE, we the..... Bank (herein after called The Bank) hereby, unconditionally and irrevocably, guarantees and affirms as follows:

The Bank do hereby irrevocably guarantees and unconditionally agree with the Company that if the contractor shall in any way fail to observe or perform the terms and conditions of the said contract or shall commit any breach of its obligation there under, the Bank shall on its mere first written demand, and without any objection, demur and without any reference to the contractor, pay to the company the said sum of ..... or such portion as shall then remain due with interest without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the sum, or failing on the company to compel such payment by the contractor.

Any such demand shall be conclusive as regards the liability of the Contractor to the company and as regards the amount payable by the Bank under this Guarantee. The Bank shall not be entitled to withhold payment on the ground that the Contractor has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between the company and the Contractor regarding the claim.

The Bank further agree that the Guarantee shall come into force from the date hereof and shall remain in force and effect till the period that will be taken for the performance of the said Contract which is likely to be ..... day of ..... but if the period of Contract is extended either pursuant to the provisions in the said contract or by mutual agreement between the contractor and the company, the Bank shall renew the period of the Bank Guarantee failing which it shall pay to the company the said sum of ..... or such lesser amount of the said sum of ..... as may be due to the company and as the company may demand.

This Guarantee shall remain in force until the dues of the company in respect of the said sum of .....and interest are fully satisfied and the Company certifies that the Contract has been fully carried out by the Contractor and discharged the guarantee.

The Bank further agrees with the company that the company shall have the fullest liberty without consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of the said contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the contractor and to forebear to enforce any of the terms and conditions relating to the said Contract and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the Contractor or to any forbearance, act or omissions on the part of the company or any indulgence by the Company to the Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect or relieving or discharging the Guarantor.

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

Notwithstanding anything contained herein the liability of the Bank under this Guarantee is restricted to Rs..... The guarantee shall remain in force till the day .....\*..... of .....\*..... and unless the guarantee is renewed or claim is preferred against the bank on or before the said date all rights of the Company under this guarantee shall cease and the Bank shall be relieved and discharged from all liabilities hereunder except as provided in the preceding Clause.

\* The date of guarantee shall cover a period of minimum one year or 90 days beyond the date of completion whichever is more.

Any notice by way of request, demand or otherwise hereunder maybe sent by post/e-mail/Fax addressed to the bank branch/operative branch, which shall be deemed to be a sufficient demand notice. Bank shall effect payment thereof forthwith.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

The Bank has under its constitution power to give this Guarantee and Sri..... who has signed it on behalf of the Bank has authority to do so.

“The Bank Guarantee as referred above shall be operative at our branch at..... payable at.....

The Contact details of the Bank issuing BG and the local operating Branch of the Bank at Ranchi (Jh) are as under :

| Particulars    | Issuing Bank | Local Operating Branch at Ranchi |
|----------------|--------------|----------------------------------|
| Postal Address |              |                                  |
| Telephone No.  |              |                                  |
| FAX No.        |              |                                  |
| Email Id       |              |                                  |

**Signed and sealed this.....day of.....at.....**

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)  
(Name)

(Designation)  
(Code number)  
(address)

**Under jurisdiction of Ranchi court only.**

**Note :** The Bank Guarantee issued by a scheduled bank shall be operative at its branch situated at Ranchi (Jharkhand State) or if the issuing bank does not have any branch at Ranchi then Bank Guarantee shall be operative at any of its Kolkata Branch

**Annexure V**

(Rs. 100/- Non-Judicial Stamp paper)  
**UNDERTAKING**  
(only applicable to those bidders who have offered new vehicle)

This deed of undertaking executed on this ..... Day of ..... 2016 and..... By (Name of the bidder) S/O ..... residing at.....duly executed as an undertaking in favour of Central Coalfields Ltd. , unit..... Area.....hereinafter called CCL which terms shall mean and include successors administrators, heirs and assigns.

Whereas M/s CCL ..... invited bids for hiring of the vehicle, I/We am/are submitting our bid in respect of Tender Notice No. .... Dt.....

I/We ..... Acknowledge that, I/We..... have fully understood and are aware of the terms and conditions of the tender notice and do hereby unequivocally and unconditionally undertake and declare that:

1) I/We..... shall comply with terms and conditions of NIT to deploy the offered vehicles along with all essential certificates/documents of the offered vehicle within one month from the date of issue of LOI, in case I/We am/are become L-1 bidder.

2) In the event I/We fail to deploy/ provide the offered vehicle(s) within the time specified above, we undertake to compensate the loss and damage, if any , to CCL and further CCL shall be at liberty to take appropriate action as per NIT and rules prevailing in CCL.

In witness whereof this undertaking has caused on the ..... day.....month.....of.....year.

Date:

Place:

(Signature)

Name of the bidder.....

## Annexure VI

### MANDATE FORM FOR ELECTRONIC FUND TRANSFER/INTERNET BANKING PAYMENT.

To

\_\_\_\_\_

-----

Sub: Authorization for release of payment due from Central Coalfields Limited, Ranchi through Electronic Fund transfer/Internet Banking. (SBI-NET)

Ref: Order No. \_\_\_\_\_ Date \_\_\_\_\_ and/or Tender/Enquiry/Letter No. \_\_\_\_\_ Date \_\_\_\_\_

**(Please fill in the information in CAPITAL LETTERS, Please TICK wherever it is applicable).**

1. Name of the Party : \_\_\_\_\_

2. Address of the Party : \_\_\_\_\_

City \_\_\_\_\_ PIN Code \_\_\_\_\_

E- Mail Id \_\_\_\_\_

Permanent Account Number \_\_\_\_\_

**3. Particulars of Bank:-**

|   |        |             |             |
|---|--------|-------------|-------------|
| Bank Name   |        | Branch Name |             |
| Branch place  |        | Branch City |             |
| PIN Code  |        | Branch Code |             |
| MICR No.  |        |             |             |
| (9 Digits code number appearing on the MICR Bank of the cheque supplied by the Bank, please attach Xerox copy of a cheque of your Bank for ensuring accuracy of the Bank name, branch name and code number) |        |             |             |
| RTGS CODE   |        |             |             |
| Account Type  | Saving | Current     | Cash Credit |
| Account Number (as appearing in the cheque)   |        |             |             |

**4. Date from which the mandate should be effective.**

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information. I shall not hold Central Coalfields Limited responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through SBI Net.

Place:

Date:

**Signature of the party/Authorized Signatory.**

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

Banker's Stamp :

Date :

(Signature of the Authorized official from the Banks)



**Item Wise BoQ**

Tender Inviting Authority: SO(E&M), Rajhara Area

Name of Work: Hiring of one no. School Bus (32 seater) for the period of 03 (three) years for Rajhara OCP under Rajhara Area.

| Service Tax Category (To Be Selected by Department)   |   | Service Tax Category (To Be Selected by Bidder) |  |   |                                       |   |  |                            |                         |                       |        |
|---|---|---|--|---|---------------------------------------|---|--|----------------------------|-------------------------|-----------------------|--------|
| Without CENVAT Credit   | Other Services  | 1   | Bidder's Status                        |   |                                       |   |  |                            |                         |                       |        |
| Bidder Name :   |   | Select  |  |   |                                       |   |  |                            |                         |                       |        |
|   |   |   | PLEASE SELECT YOUR CATEGORY IN E8 CELL |   |                                       |   |  |                            |                         |                       |        |
|   |   |   | PLEASE SELECT YOUR CATEGORY IN E8 CELL |   |                                       |   |  |                            |                         |                       |        |
| <b>PRICE SCHEDULE</b><br>(DOMESTIC TENDERS FOR VEHICLES—RATES ARE TO GIVEN IN INR ONLY)<br>(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only) |   |   |  |   |                                       |   |  |                            |                         |                       |        |
| NUMBER #  | TEXT #  | NUMBER #  | TEXT #                                 | NUMBER #  | NUMBER                                | NUMBER  | NUMBER                                     | NUMBER                     | NUMBER #                | NUMBER #              | TEXT # |
| Sl. No.   | Item Description  | Tendered Quantity                               | Units Of Measure Per Vehicle           | BASIC RATE in Figures To be entered by the Bidder<br>Rs. Ps | Offered Number of Vehicles in Numbers | Service Tax to be paid by the Bidder (in Rs.) | Service Tax to be paid by the CCL (in Rs.) | TOTAL AMOUNT Without Taxes | TOTAL AMOUNT With Taxes | TOTAL AMOUNT In Words |        |
| 1   | 2   | 4   | 5                                      | 13  | 14                                    | 15  | 16   | 53                         | 54                      | 55                    |        |
| 1   | Hiring of one no. School Bus (32 seater) for the period of 03 (three) years for Rajhara OCP under Rajhara Area. | 1.0000  | Day                                    |   |                                       | 0.00  | 0.00                                       | 0.00                       | 0.00                    | INR Zero Only         |        |
| Total in Figures  |   |   |  |   |                                       |   |  | 0.00                       | 0.00                    | INR Zero Only         |        |
| Quoted Rate in Words  |   |   |  |   |                                       |   |  | INR Zero Only              |                         |                       |        |

Tender Inviting Authority: Staff Officer (EAM, Rajhara Area)

2015\_CCI\_14933\_1

Name of Work/Hiring of one no. School Bus (32 seater) for the period of 03 (three) years for Rajhara OCP under Rajhara Area.

NT No. SOEAM/Rajhara-17/09

Bidder Name:

| TECHNICAL PARAMETER SHEET   |             |   |                             |   |                 |  |           |                  |           |                  |                    |                |              |
|---|-------------|---|-----------------------------|---|-----------------|--|-----------|------------------|-----------|------------------|--------------------|----------------|--------------|
| S.No.   | Item Code * | Description of Item *   | Bidder's Eligibility Status | Specification Parameter *   | Unit of Measure | Evaluation Criteria (To be selected from drop down box in each cell) * |           | Required Value * |           | Bidder's value * | Specification wise | Eligibility    |              |
|   |             |   |                             |   |                 | Start Value  | End Value | Start Value      | End Value |                  |                    | Make and Model | Overall      |
| 1   | vehicle1    | Hiring of one no. School Bus (32 seater) for the period of 03 (three) years for Rajhara OCP under Rajhara Area. | 1                           | Specific Diesel consumption   | KM/Ltr          | EQUAL or MORE than   |           | 6                | 6         |                  |                    |                | NON-COMPLIED |
|   |             |   |                             | 32 seater Bus, spacious and comfortable seating for comfortable ride, with pre-installed First Aid box, emergency exits, with proper ventilation, fully protected windows | NA              | AGREED or DISAGREED  | AGREE     | AGREE            | SELECT    | FALSE            |                    |                |              |
|   |             |   |                             | Agree with all the terms and condition of NT  | NA              | AGREED or DISAGREED  | AGREE     | AGREE            | SELECT    | FALSE            |                    |                |              |
|   |             |   |                             | The age of the vehicle (from the first day of registration) as on the last day of bid opening shall be 05 years   | NA              | YES or NO  | YES       | YES              | SELECT    | FALSE            |                    |                |              |
| <b>RAJHARA AREA</b>   |             |   |                             |   |                 |  |           |                  |           |                  |                    |                |              |
| *PLEASE ENTER THE DETAILS AS PER THE INFORMATION AND DOCUMENTS YOU HAVE W.R.T. YOUR OFFERED ITEMS |             |   |                             |   |                 |  |           |                  |           |                  |                    |                |              |