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South Eastern Coalfields Limited
(A Mini Ratna Company)
Contract Management Cell,
SECL Bhawan, Seepat Road,
Bilaspur (Chhattisgarh), Pin : 495006.

(Nit.561 dt 22.07.13)

STD: 07752
Phone: 246328
Fax: 246458
Website:
www.secl.nic.in

NIT No. SECL/BSP/CMC/ 17/561

Dt.22.07.13

TENDER NOTICE

Sealed tenders are invited from reputed, experienced, and bonafide Travel Agencies / Taxi/Tour Operators / like similar works who have worked with Government / Semi Govt. / Govt. Local bodies / Public Sector Undertakings/Reputed Private organizations for the following work:

1. Description of work -Raigarh Area.

Hiring Of 02 Nos.-52 Seats capacity School buses on monthly rental basis, year of manufacture not prior to year 2011 with drivers, Khalasi etc. for a period of 03 Years (33 effective Months) for use at Raigarh Area in various slices, as per following details.:

Slice. No.	Name of Place , where vehicles will be deployed	Number of Bus required	Working hours	Fuel Efficiency	Average running km per month / vehicle
A	For use at Baroud Sub Area.	01 No.	12 Hrs./ day	3.25 Kms. Per litre	3000 kms
B	For use at Chhal Sub Area	01 No.	12 Hrs./ day	3.25 Kms. per litre	3400 kms

Reimbursement of fuel shall be done on actual running of the vehicles on the basis of fuel efficiency and prevailing Local market fuel price, subject to production of documentary evidence and Service tax will be dealt as per recent amendment in Finance Bill-2012 Service Tax/as applicable during execution of work. (Bidder should inspect the site/work before giving their offers/ rates for the tendered work(s). L-1 BIDDERS will be derived on the basis of slice wise lowest quoted rate (whereas tender invited in slices).

2. Number of Buses/Vehicle(s) required : 02 Nos.

: (Slice-A:01 No.-52 seats capacity & Slice-B:01No.-52 Seats capacity).

3. Eligibility/Experience Criteria:

a) The intending bidder must have in its name experience of having successfully executed works of similar nature (as defined in detailed tender document) valuing 65% of the annualized value of the work or the estimated value of the work which ever is less, put to tender in any one year during last 7 (seven) years ending last day of month previous to the one in which bid applications are invited.

For substantiating past experience, the bidders should submit the work orders, certificate of actual works already executed and TDS certificates.

In case of bidder running passenger vehicles on permit basis, they should submit copy of permits and income particulars from running such passenger vehicles, duly certified by a Chartered Accountant along with audited Profit and Loss Account and Balance Sheet.

b) The bidder must produce evidence of adequacy of minimum working capital (at least 20% of the annualized value of this work or the estimated value of the work, which ever is less) for this contract. In case of obtaining credit, the certificate from scheduled bank should be produced.

c) The bidder is required to give an undertaking in the form of an Affidavit in the prescribed format ([Annexure-A](#)) to deploy the required Vehicle as per NIT either owned or hired, with in 30 days from the date of Letter of Acceptance (LOA).

4. Estimated value (Excluding diesel & Service Tax) .. Rs.38,07,408/-for complete package.
Annualized value (Excluding diesel & Service Tax) .. Slice-A: Rs.6,30,190/-
Slice-B: Rs.6,38,946/-
5. Earnest Money Deposit .. Slice-A: Rs.6,400/-
Slice-B: Rs.6,400/-
6. Time of deployment # .. 03 Years (33 effective Months) (**).
7. Tender document cost (Non-refundable) .. Rs.1500/-
8. Tender document sale period .. Up to 23.08.13

Cont'd

..2..

9. Cash deposit hours (excluding Holidays) :
- | | |
|------------------|----------------------------|
| Monday to Friday | .. Within 11 AM to 2 PM, |
| Saturdays | .. Within 11 AM to 12 Noon |
10. Tender Document Issue period (excluding Holidays):
- | | |
|------------------|-------------------------------|
| Monday to Friday | .. Within 4 PM to 5 PM, |
| Saturday | .. Within 12.30 PM to 1.30 PM |
11. Date of receipt of tenders .. On 24.08.13 up to 01:00 PM*
12. Date of opening of tenders .. On 24.08.13 at 01:30 PM*

(*) Tenders will be received up to 3.00 PM on the above date and opened on above date at 3.30 PM at the office of the GM (CMC), SECL, Seepat Road, Bilaspur only.

(**)The Employer reserves the right to allot part of the work (with respect to period, quantity and value of tendered work) at their discretion and no claims, whatsoever, shall be entertained in this regard.

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

Additionally, the company will reserve the right to debar such defaulting Contractor from participating in future Tenders for a minimum period of one year.

Earnest Money / cost of tender document (in case of downloading of tender document from Website) to be deposited by bank draft in favour of "South Eastern Coalfields Limited Hdqrs. A/c" on any Scheduled Bank, payable at its branch at Bilaspur (Chhattisgarh) and attached to the Tender (Part I).

The earnest money is also acceptable in the form of Bank Guarantee in favour of "South Eastern Coalfields Limited" Bilaspur. The Earnest Money shall be refunded to the unsuccessful tenderer after opening of Price bids (Part-II) of tenders and it shall bear no interest. Tender documents can be had from the office of the GM (CMC), SECL, Seepat Road, Bilaspur (Chhattisgarh) 495006, on payment of cash/demand draft drawn in favour of SECL payable at Bilaspur above towards cost of tender document.

The company is not under any obligation to accept the lowest tender/tenders and reserves the right to reject any or all tenders without assigning any reason whatsoever and also to distribute the work and allot the work/works to more than one tenderer, at its sole discretion.

Tender documents are also available on website www.secl.gov.in (Portal-2) or portal www.tenders.gov.in which can be downloaded for submitting the tender. However, they have to pay the cost of the document & to be submitted in Part-I envelop of the tender.

Bids submitted by PAP's shall be dealt as per prevailing policy of SECL.

Others details may be obtained from detail tender document.

**General Manager (CMC),
SECL, Bilaspur.**

Distribution:

1. All CGMs/GMs, SECL areas.
- ~~3~~2. GM(Oprn), Bhatgoan Area.
3. GM (E&M), Bhatgoan Area.
4. CGM(S&M), 13, RN Mukherjee Road, SECL, Kolkata
5. GM(Fin), SECL
6. GM(Systems),SECL-for arranging immediate hoisting of NIT in above websites and also pl ensure hoisting the same in CPPP.
7. Dy Manager (PR), SECL, Bilaspur- for arranging immediate publication in news-paper as per norms.
- ~~11~~8. Chief of Security, SECL for deputing Security Guard for the purpose.
- ~~13~~9. Sr Manager (E&M)(Tpt), SECL.
- ~~14~~10. Sr Manager (F)(Cash), SECL – to accept tender document cost within the stipulated period only
- ~~15~~11. Notice Boards, SECL Hdqrs.

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Copy for kind information to:
The Director (Tech.)(Oprn),SECL.



SOUTH EASTERN COALFIELDS LIMITED.

(A subsidiary of Coal India Limited.)

CONTRACT MANAGEMENT CELL

SEEPAT ROAD, BILASPUR (Chhattisgarh) Pin: 495006.

TENDER DOCUMENT

PART - I

(TECHNO-COMMERCIAL BID)

FOR

NAME OF WORK: Hiring of 02 Nos.-52 seats capacity School buses (manufacture not prior to year 2011) on monthly rental basis for a period of 03 Years (33 effective Months) with drivers, Khalasies , in various slices at Raigarh Area.

South Eastern Coalfields Limited
CONTRACT MANAGEMENT CELL
 2nd FLOOR, SECL BHAWAN
Seepat Road, Bilaspur (C.G.) 495 006

NIT No. SECL/BSP/CMC/ 17/561

Dt.22.07.13

NAME OF WORK : Hiring of 02 Nos.-52 seats capacity School buses (manufacture not prior to year 2011) on monthly rental basis for a period of 03 Years (33 effective Months) with drivers, Khalasies , in various slices at Raigarh Area.

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6.	CONTRACTOR BID
7.	QUALIFICATION INFORMATION
8.	GENERAL TERMS AND CONDITIONS
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11.	ARTICLES OF AGREEMENT
12.	PROFORMA OF BANK GUARANTEE
13.	INTEGRATY PACT(Applicable for works value at Rs.1.00 Crore and above)



South Eastern Coalfields Limited
(A Subsidiary of Coal India Limited)
"A MINIRATNA COMPANY"

Contract Management Cell
SECL-Bhawan, Seepat Road
Bilaspur-495 006(Chattisgarh).

Website: www.secl.nic.in
E-mail: gmcmc@seclhq.com
Tel : (07752) 246328
Fax : (07752) 246458

NIT No. SECL/BSP/CMC/ 17/561

Dt.22.07.13

TENDER NOTICE

1. Description of work in Raigarh Area.

Hiring Of 02 Nos.-52 Seats capacity School buses on monthly rental basis, year of manufacture not prior to year 2011 with drivers, Khalasi etc. for a period of 03 Years (33 effective Months) for use at Raigarh Area in various slices, as per following details.:

Slice. No.	Name of Place , where vehicles will be deployed	Number of Bus required	Working hours	Fuel Efficiency	Average running km per month / vehicle	Estimated value (03 years-33 effective months) Rs.
A	For use at Baroud Sub Area.	01 No.	12 Hrs./ day	3.25 Kms. Per litre	3000 kms	18,90,570/-
B	For use at Chhal Sub Area	01 No.	12 Hrs./ day	3.25 Kms. per litre	3400 kms	19,16,838/-

Number of Buses/Vehicle(s) required : 02 Nos.

: (Slice-A:01 No.-52 seats capacity & Slice-B:01No.-52 Seats capacity).

Reimbursement of fuel shall be done on actual running of the vehicles on the basis of fuel efficiency and prevailing Local market fuel price, subject to production of documentary evidence and Service tax will be dealt by the Area as per recent amendment in Finance Bill-2012/as applicable during execution of work. (Bidder should inspect the site/work before giving their offers/ rates for the tendered work(s). L-1 BIDDER will be derived on the basis of slice wise lowest quoted rate (whereas tender invited in slices).

2. Estimated value (Excluding diesel & Service Tax) .. Rs.38,07,408/-for complete package.
3. Annualized value (Excluding diesel & Service Tax) .. Slice-A: Rs.6,30,190/-
Slice-B: Rs.6,38,946/-
4. Earnest Money Deposit .. Slice-A: Rs.6,400/-
Slice-B: Rs.6,400/-

Note: (i) Common firm & fixed rate should be quoted for vehicle. No preference shall be given for any specific type of vehicle.

(ii) Rate should be quoted for rental charges only (Excluding diesel cost & service tax).

5. Date & Time of closing of Tenders : Up to 01:00 PM on **24.08.13**
6. Date & Time of opening of Tenders : At 01:30 PM on **24.08.13**
7. Cost of Tender Document : Rs.1500/- (Non-refundable)
DD No _____ Date: _____
Drawn from _____

8. Name of tenderer with address: _____

NOTE: Downloaded Tender document without cost of tender document shall be treated as INVALID TENDER.

GUIDE LINE FOR BIDDER'S

- (i) Common firm & fixed rate should be quoted for all type of vehicles. No, preference shall be given for any specific type of vehicle.
- (ii) The bidder may quote offer for all or any of the slice put to tender, accordingly eligibility criteria will be evaluated for qualification.
- (iii) The bidders must quote offer for all Nos. of vehicles given in a particular slice i.e. in A, B,C,D,E , & so on..... Quoting rates for part/fraction of the slice will not be acceptable shall be treated as irresponsive tender.
- (iv) The bidder should be superscribed the name of Slice(s) on top of the envelop of Part-I tender, for which they have participated.
- (v) The bidder may quote for any one or more Slices or for all slices/packages for basic rate rental charges only including all expenditure and taxes but excluding diesel cost & service tax.
- (vi) Reimbursement of fuel shall be on the basis of fuel efficiency and prevailing Local market fuel price as mileage shown against respective vehicles/BOQ, subject to production of documentary proof. Service tax will be dealt as per recently amendment in Finance Bill-2012 Service Tax.
- (vii) L-1 BIDDER will be derived on the basis of slice wise lowest quoted rate.
- (viii) **Similar nature Work** – means providing of hired Taxies/Ambulances/ passenger vehicles of all categories in Govt./ PSU Organization or any reputed Private Organization **OR** Any work of public conveyance on permit basis.
- (ix) Financial turnover and cost of completed works of previous works shall be given a weightage of 5% per year (average annual rate of inflation) to bring them at current price level.
- (x) **VALIDITY OF OFFER:** The rates offered should be valid for four Calendar months (120 days) from the date of submission of Price Bid or revised price Bid, if any, of the tender.
- (xi) **EARNEST MONEY:**
Earnest Money / Bid Security is to be deposited in the form of Demand Draft drawn in favour of "SOUTH EASTERN COALFIELDS LIMITED HQ A/c" on any Nationalized / scheduled Bank payable at its branch at Bilaspur (C.G). EMD/Bid Security may also be submitted in the form of irrevocable Bank Guarantee from nationalized / scheduled Bank / Branch acceptable to the owner with validity 28 days beyond the validity of bid in the format given in bid document.
Earnest Money/Bid Security of the unsuccessful bidder/bidder shall be refunded as promptly as possible after opening of Price Bid and finalization of the tender and shall bear no interest.
THE DEMAND DRAFT / BANK GUARANTEE AS EMD / BID SECURITY MUST BE SUBMITTED ALONG WITH PART-1 OF THE TENDER IN SEPARATE COVER.
No tender will be accepted unless accompanied by requisite Earnest Money Deposit.

(xii) **PROCEDURE FOR SUBMISSION OF TENDERS:**

[I] Completed and sealed tender documents should be submitted in two part system as detailed below:

In case the tender document is downloaded from SECL website the tendered has to submit the application fee for tender document in the form of demand draft from scheduled banks/nationalized banks, altogether may in a separate cover super-scribing on it as "Application fee for Tender Document and undertaking". The company shall not be responsible for any delay /difficulties / inaccessibility of the downloading facility for any reason whatsoever. The downloading facility shall be available during the period of sale of tender paper. (Undertaking should be submitted as per Annexure-I of Detailed Tender Document.)

[II] Part-I (Technical / commercial Bid) of the tender will consist of the following:

The original tender document issued to the bidder duly signed by authorized signatory of the bidder on all pages as proof of accepting the conditions of contracts.

Documentary evidence in support of basic minimum eligibility / qualifying criteria in accordance with NIT stipulations in the form of certified copies of work orders, completion certificates, payment certificates/vouchers indicating the period of work for which the payment has been made.

The bidder should read the “INSTRUCTIONS TO BIDDER” and others details of the tender Document before submission of the Bid.

[III] Part-II (Price Bid) :

Part-II of the Bid to be submitted in a separate inner sealed envelope comprising of Priced Bill of quantities (Price Bid). The envelope of price bid should be super scribed as “ Part-II (Price Bid)”.

(xiii) For details and the tender document can be downloaded directly from SECL Website <http://secl.gov.in> or portal www.tenders.gov.in

(xiv) **Eligibility Criteria for PAP's -**

- (i) **Experience:** Required to 10% of the annualized value of the work gathered by way of working as sub-contractor should be considered quantum of experience, in respect of experience criteria.
- (ii) **Working capital:** Certificate from Banker regarding financial soundness/assistance is sufficient toward W.C. of 20% of the annualized value.

(xv) **Special Terms & Condition for PAP's:-**

- (i) Cost of tender application fee – Exempted.
- (ii) Cost of EMD -- Exempted.
- (iii) Initial Performance Security – 0.25% of Annualized value.
- (iv) Balance Security deposit – 4.75% to be deducted from R a/c bills.

(xvi) Bids submitted by PAP's shall be dealt as per prevailing policy of SECL.

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CERTIFICATE**(Only for tenderer using downloaded tender document from Website.)**

The cost of tender document in the form of Demand Draft is enclosed with Part-I of tender document.

This is to certify that the tender submitted by me / us is same as in the Website. In case any alteration/ deviation is found in the tender document submitted by me / us at any stage, I/ we accept summary rejection of my / our tender and any other penal action, as the management may deem fit.

(Signature of Bidder with Seal & Date)

AYMENT THROUGH ELECTRONIC FUND TRANSFER SYSTEM

To facilitate early payment, SECL is releasing all payments through EFT system only. As such, the bidder is required to furnish the following Bank Account details where Core-banking facility is exists for facilitating Electronic Fund Transfer of all payments–

Name of Firm:

Name of the Bank	
Branch Name	
Address of the Bank	
MICR Code (9 Digits) Nos.:	
Account Number	
Whether Core banking facility exists ?	Yes / No

(Signature of bidder with seal and date)

CHECK-LIST			
1) Tender Document Cost : D.D No.	Dt.	Amount.....	Page No.
2) EMD	(i)DD No. /DT. Amount "or" (ii) B.G No-.... dt.Amount,.....Valid upto.....(In case of B.G if the value of non-judicial stamp paper is less than the amount required to be accepted as evidence by civil court, etc, under stamp Act-1899, applicable to the State from where the B.G is issued, the same shall be considered invalid) .		
3) PAN	Attach Copy of PAN		
4) Copy of Service Tax Registration	1.The Service tax registration certificate or an undertaking that the same will be submitted before the award of work. Note: The Service tax registration certificate for services of tour/ travel /like similar work.		
5)Ownership Status	i)Proprietary or HUF : Affidavit copy.		
	ii)Partnership: Latest Deed of Partnership along with all earlier deeds and copy of registration of partnership. In case of Power of Attorney given to third party to represent the firm, it should be duly signed by all the partners and notarised before exercising such power by the POA holder.		
	iii) Private/Public Limited Company: Memorandum & Articles of Association with Certificate of Incorporation. In case of Power of Attorney given to any person, it should be supported with copy of resolution.		
	iv)JV : JV deed supported with legal documents in support of ownership status of the JV constituents. Resolution to enter in to JV in case of companies. All partners decision to enter in to JV need to be submitted along with the JV deed in case of Partnership firm. Power of Attorney given to lead partner by JV need to be submitted duly notarized and complying all other legal requirements as per Clause 2.4 of ITB. The bid documents should be signed by all constituents of JV or lead partner on behalf of JV under the seal of JV.		
6) Fleet Requirement. (Owned/Hired)	Affidavit as per NIT (Annexure-'A') need to be given. Bidders need not submit documents of fleets.		
7) 65% Similar work execution in any year during last 7 years as per NIT.	(Annualised Value : in case of contract period more than one year) Documents to submit: (i) Work Order/Agreement clearly indicating bill of quantity. (ii)Execution certificate clearly indicating wo/Agt no. & dt, value of work done, period of execution for similar work (certificate/ Bill Copy).(iii) TDS certificate in support of similar work execution, in case of private experience.		
8) 20% working Capital with access to lines of credit.	Documents: (i) Working capital certificate certified by C.A along with Audited Balance Sheet , with audit report and all annexures . Or (ii) Working Capital Facility (O.D/C.C limit) sanctioned by any Scheduled Bank. Bank's certificate should indicate date of sanction and Account Number of the bidder and such certificate should be with in three months prior to the date of tender opening. or (iii) Both (i) & (ii).		
9) Diesel Price Certificate from pump nearest to worksite.	(i) Diesel Price certificate should be submitted from the pump nearest to the work site applicable on the date of submission of tender. Or (ii) Bidder's acceptance letter to accept the prevailing site rate for their quoted bid.		

10) Black Listing Status	A certificate clearly indicating (i) They have not been black listed by any of the CIL subsidiaries or Govt. Organizations during past five years. Or (ii) Submit details of Black Listing/Banned particulars.	
11) Terms & Conditions accepted or not. Integrity Pact signed or not.	(i) Towards acceptance of all terms and conditions of the tender, the bidder has to sign all the pages of the tender document. (ii) In case of Tenders more than one crore, the bidder has to sign integrity pact as per Annexure-"D". Bidder should sign all pages and at the last page they should sign at the space provided for Bidder's Signature .	
12) Affidavit as per "Annexure-A"	The person signing affidavit should clearly submit his identity (Proprietor/ Partner/ Legal attorney/ Accredited Representative) and strike the not-applicable portion .It should be as per Annexure-A of the tender. It should be properly stamped and notarised.	

N:B (i) Narrations shown above are for guideline of the bidders. Bidders may submit the documents duly indexed in order to avoid any misplacement of papers.

(ii) Qualification Information under Part-II(section-2) must be filled by the bidder.

(Signature of bidder with seal and date)

INSTRUCTIONS TO BIDDERS

1. SCOPE OF TENDERER

The **South Eastern Coalfields Ltd.** (referred to as Employer in these documents) invites bids for the works as mentioned in the Notice Inviting Tenders (NIT). The tenderers should submit tenders for the works mentioned in the NIT.

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

2. ELIGIBLE TENDERERS

- 2.1 The Invitation for Bids is open to all Bidders eligible to participate as per qualifying criteria laid down separately hereinafter.
- 2.2 The company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.
- 2.3 All bidders shall provide Forms of Bid and Qualification Information.
- 2.4 Joint Venture: Joint ventures must comply following requirements:

Following are the minimum qualification requirements for joint ventures:

- i) The qualifying criteria parameter e.g., experience, financial resources and the fleet strength of the individual partners of the JV will be added together and the total criteria should not be less than as spelt out in Para 3.0 of ITB as qualification criteria.
- ii) The formation of joint venture or change in the joint venture character/ partners after submission of the bid and any change in the bidding regarding joint venture will not be permitted.
- iii) Any bid shall be signed so as to legally bind all partners jointly and severally and any bid shall be submitted with a copy of the Joint Venture Agreement (JV Agreement) providing the joint and several liabilities with respect to the contract.
- iv) The Pre-qualification of a joint venture does not necessarily pre-qualify any of its partners individually or as a partner in any other joint venture or association. In case of dissolution of a joint venture, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.
- v) The bid submission must include documentary evidence to the relationship between joint venture partners in the form of JV Agreement to legally bind all partners jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each and all of the firms in the joint venture. Such JV Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.
- vi) One of the partners responsible for performing a key component of the contract shall be designated as Lead Partner. This authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories of all the partners.

- vii) The JV Agreement must provide the Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture and the entire execution of the contract shall be done with active participation of the Lead Partner.
- viii) The contract agreement should be signed jointly by each Joint Venture Partners.
- ix) An entity can be a partner in only one joint venture. Bid submitted by Joint Ventures including the same entity as partner will be rejected.
- x) The JV agreement may specify the share of each individual partner for the purpose of execution of this contract. This is required only for the sole purpose of apportioning the value of the contract to that extent to individual partner for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that tender.

3. QUALIFICATION OF THE TENDERER

- 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. These qualified bidders should submit with their Bids any information updating their original pre-qualification applications or, alternatively, confirm in their Bids that the originally submitted pre-qualification information remains essentially correct as the date of Bid submission. The update or confirmation should be provided in Section 2.
- 3.2 If the employer has not undertaken pre-qualification of potential bidders, all bidders shall include the following information and documents with their Bids: **(copies of all documentary evidences are to be duly authenticated by the tenderers / constituted attorney of the tenderer with full signature and seal. All signed declarations are to be made in the tenderer's letter head.)**
 - a. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of signatory of the Bid to commit the Bidder;
 - b. Experience of having successfully executed similar works during last seven years.
 - c. Experience in works of similar nature and size for each of the last seven years, and details of work underway or contractually committed; and name and address of clients who may be contacted for further information on those contracts.
 - d. [Vehicles /LMV proposed to carry out the Contract.](#)
 - e. Evidence of adequacy of a minimum working capital(at least 20% of the annualized value or the work or the estimated value of the work, which ever is less) for this contract in case of obtaining credit, the certificate from scheduled bank should be produced.
 - f. Authority to seek references from the Bidder's bankers.
 - g. The bidder shall attach such declaration in writing that "They have not been black listed by any of the CIL subsidiaries or Govt. Organizations during past five years."
 - h. Permanent Income Tax Account No. (PAN).

- i. Two or three companies/ contractors participating in the bid as Joint Venture should submit Firm wise participation details Banker's name , execution of work with details of contribution of each and all other relevant details as required under Qualification Information.
- j. The Service tax registration certificate tour/ travel services/like similar or an undertaking that the same will be submitted before the award of work.

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

3.3 To qualify for award of the contract –

- a) The intending bidder must have in its name experience of having successfully executed works of similar nature (as defined in detailed tender document) valuing 65% of the annualized value of the work or the estimated value of the work which ever is less, put to tender in any one year during last 7 (seven) years ending last day of month previous to the one in which bid applications are invited.

For substantiating past experience, the bidders should submit the work orders, certificate of actual works already executed and TDS certificates. In case of bidder running passenger vehicles on permit basis, they should submit copy of permits and income particulars from running such passenger vehicles, duly certified by a Chartered Accountant along with audited Profit and Loss Account and Balance Sheet.

- b) The bidder must produce evidence of adequacy of minimum working capital (at least 20% of the annualized value of this work or the estimated value of the work, which ever is less) for this contract. In case of obtaining credit, the certificate from scheduled bank should be produced.
- c) The bidder is required to give an undertaking in the form of an Affidavit in the prescribed format (Annexure-A) to deploy the required LMV as per NIT either owned or hired, with in 30 days from the date of Letter of Acceptance (LOA).

Similar nature Work – means providing of hired Taxies/Ambulances/ passenger vehicles of all categories in Govt./ PSU Organization or any reputed Private Organization

OR

Any work of public conveyance on permit basis .

Note: (i) Financial turnover and cost of completed works of previous works shall be given a weightage of 5% per year (average annual rate of inflation) to bring them at current price level.

- 3.4 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirements.

4. ONE BID PER BIDDER

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

5. COST OF BIDDING

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

6. SITE VISIT

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

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

7. CONTENTS OF BIDDING DOCUMENTS

The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with clause 9.

Notice Inviting Tender

Section 1	Instruction to Bidders.
Section 2	Forms of Bid and Qualification Information
Section 3	General Terms & Conditions of Contract
Section 4	Specials Terms & Conditions.
Section 5	Scope of work/Bill of Quantities
Section 6	Forms of Securities and form of Article of Agreement

8. CLARIFICATION OF BIDDING DOCUMENTS

8.1 A Prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing at the Employer's address indicated in the Notice Inviting Tender. The Employer will respond to any request for clarification received earlier than 15 days prior to the deadline for the submission of Bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry but without identifying its source.

8.2 Pre-bid meeting: A pre bid meeting may be held onat..... hrs. at the office of General Manager(CMC), SECL Bilaspur..... to clarify the issues and to answer questions on any matter that may be raised at that stage.

9. AMMENDMENT OF BIDDING DOCUMENTS

9.1 Before deadline for submission of Bids, the Employer may modify the bidding documents by issuing addenda.

9.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all purchasers of the bidding documents. Prospective Bidders shall acknowledge receipt of each addendum by cable to the Employer.

- 9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer shall extend, as necessary, the deadline for submission of Bids, in accordance Sub-clause 18.2 below.

10. LANGUAGE OF BID:

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

11. DOCUMENTS COMPRISING THE BID

- 11.1 The Bid, comprising of two parts, will be submitted by the bidder as follows:
- a. Part I of the bid to be submitted in 1st inner sealed envelope comprising of
 - (i) bid security/earnest money deposit,
 - (ii) letter of the bidder submitting the bid in the form as stipulated in “Contractor’s bid “ of Section 2 and
 - (iii) qualification information as indicated in the Section 2 and the Documents as required in accordance with stipulations of Section 2 and any other materials require to be completed and submitted by bidder in accordance with these instructions.
 - (iv) The original bid document issued to the bidder duly signed by the authorized signatory of the bidder on all pages as proof of accepting the conditions of the contract (excluding the price bid).
 - b. Part II of the bid to be submitted in the 2nd inner sealed envelope comprising of Priced Bill of Quantities.
 - c. Both the inner sealed envelopes will then be placed in one outer envelope, sealed and marked properly as per Clause 17 and submitted to the Employer at its address before the deadline for submission of the bid as described in Clause 18.
 - d. Failure to comply with any of the instruction/requirement will constitute submission of ‘incomplete bid’ and may entail disqualification of the tender (for further participation in the tender) without making any further reference and without assigning any reason whatsoever.

12. BID PRICES

- 12.1 The Bidders shall offer for the whole Works as described in Sub-Clause 1.1 based on the priced Bill of Quantities submitted by the Bidder, however, the Employer reserves the right to allot part of the work at their discretion and no claims, whatsoever, shall be entertained in this regard.
- 12.2 The Bidder shall fill-in rates and prices for all items of the Works described in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.
- 12.3 All duties, taxes (**excluding Service Tax**), and other levies payable by the Contractor under the Contract, or for any other cause as applicable on the last date of submission of tender, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. All incidentals, overheads, etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid Price submitted by the Bidder.

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

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

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

- 12.4 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.

13. CURRENCIES OF THE BID AND PAYMENT

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

14. BID VALIDITY

- 14.1 Bid shall remain valid for a period not less than 120 days (One hundred Twenty days) after the deadline for bid submission specified in Clause 18. A bid valid for a shorter period shall be rejected by the Employer.
- 14.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend period of validity for a specified additional period. The request and the bidder's responses shall be made in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid security for a period of extension and in accordance with Clause 15 in all respect.

15. BID SECURITY/EARNEST MONEY

- 15.1 The bidder shall furnish, as a part of his bid, Bid security/ Earnest Money (1% of the annualized estimated cost rounded off to nearest hundred rupees subject to maximum of Rs. 50 lakhs), as shown in the NIT. Bid security/ EMD will be required to be deposited in the form of irrevocable Bank Guarantee (from Scheduled Bank/ Branch acceptable to the owner) with validity 28 days beyond the validity of the Bid in the format given in the Bid Document. Certified Cheques and Demand Drafts will also be acceptable as Bid Security/ Earnest Money drawn in favour of **South Eastern coalfields Limited, Hdqrs. A/c, Bilaspur** on any Scheduled Bank payable at its branch at **Bilaspur C.G.**
- 15.2 Any Bid not accompanied by an acceptable Bid Security and not secured as indicated in Clauses 15 above shall be rejected by the Employer as non-responsive.
- 15.3 The Bid Security /EMD of the unsuccessful Bidder shall become refundable. The unsuccessful bidder for this purpose means the bidders who have not qualified for opening of Part –II (Price Bid) and those who have not emerged as L-1 tenderer after opening of Price Bid.
- 15.4 The Bid Security /EMD of the successful Bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security/Security Deposit.
- 15.5 The Bid Security/earnest Money may be forfeited:
- a) if the bidder withdraws the Bid after Bid opening during the period of Bid validity; or
 - b) in the case of successful bidder, if the Bidder fails within the specified time limit to
 - i) Sign the Agreement; or
 - ii) furnish the required Performance Security / Security Deposit.

c) if the bidder does not accept the correction of the bid price pursuant to clause 25/26 of ITB.

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

16. FORMAT AND SIGNING OF BID

The Bidder shall prepare the bidding documents comprising the Bid as described in Clause 11 of these instructions to Bidders.

No additional terms/conditions other than prescribed in the tender documents will be entertained and conditional tender shall be rejected.

All documents of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Bidder, pursuant to Sub-Clauses 3.3(a). All pages of the Bid document shall be initialed by the person or persons signing the Bid.

The Bid shall contain no alterations, or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid. Erasing or overwriting in the bid document may disqualify the bidder.

17. SEALING AND MARKING OF BID

The Bidder shall seal the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes in the following manner:

1st inner sealed envelope will be marked "Part I – Bid for _____
_____ comprising Bid Security with qualification information".

2nd inner sealed envelope will be marked as "Part II – Price Bid for _____
_____".

Outer Sealed envelope will be marked as "Bidding Documents for _____
_____".

The inner envelopes placed in outer envelope shall :

a. be addressed to the Employer at the following address:

**General Manager,
Contract Management Cell,
South Eastern coalfields Ltd,
Seepat Road, Bilaspur-[C.G]**

b. Inner and outer envelopes will bear the following additional identification:

Bid for _____

Bid Reference No.

DO NOT OPEN BEFORE _____ HRS IST on _____.

In addition to the identification required in Sub-Clause 17.2 the inner and outer envelope shall indicate the name and address of the Bidder.

If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement and premature opening of the Bid.

18. DEADLINE FOR SUBMISSION OF BIDS

Bids shall be delivered to the Employer at the address specified above not later than _____. In the event of specified date for the submission of bids being declared a holiday for the Employer, the Bids will be received up to the appointed time on the next working day.

The Employer may extend the deadline for submission of Bids by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline will then be subject to the new deadline.

19. LATE BIDS

Any Bid received by the Employer after the deadline prescribed in Clause 18 due to any reason whatsoever will not be accepted.

20. MODIFICATION AND WITHDRAWAL OF BIDS

Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in Clause 18 in case the bidder has submitted the bid well before the deadline.

Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 11, 16, 17 and 18, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL", as appropriate.

No Bid may be modified after the deadline for submission of Bids.

Withdrawal of a Bid between the deadline for submission of Bids and expiration of the period of Bid validity specified in the Bidding Date or as extended pursuant to Sub-Clause 14.2 may result in forfeiture of the Bid Security pursuant to Clause 15.

21. BID OPENING

The Employer will open the Part -I of the bids, including modifications made pursuant to Clause 20; in the presence of bidders or their representatives who choose to attend at the time and in the place specified in Clause 18. In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

The Part -II of the bids of the bidders, which are substantially responsive and confirms to the terms and condition, will be opened after evaluation of Part-I offer and notified to the Bidders who fulfill the requisite qualifying criteria laid down in the bidding document. In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an accepted notice of withdrawal has been submitted pursuant to Clause 20 shall not be opened.

The Bidders' names, the Bid Prices, the total amount of each Bid and any discount, Bid modifications and withdrawals, the presence or absence of Bid Security and such other details as the employer may consider appropriate, will be announced by the Employer at the opening.

22. PROCESS TO BE CONFIDENTIAL

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

The tenderer may note that indulgence in submitting unsolicited offers or submitting unsolicited correspondence after closure of negotiations is liable to debar him from participating in SECL tenders.

23. CLARIFICATION OF BIDS

No document presented by the Bidder after closing date and time of the bid will be taken into account by the Evaluation committee unless otherwise called for during technical scrutiny by the tender committee as clarification. This however, will have no bearing with the price quoted in the price bid.

24. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:

- meets the eligibility criteria defined in Clause 3;
- has been properly signed;
- is accompanied by the required securities; and
- is substantially responsive to the requirements of the Bidding documents.

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

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

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

25. CORRECTION OF ERRORS

Bids determined to be substantially responsive will be checked by the Employer for any arithmetical errors. Errors will be corrected by the Employer as follows:

where there is discrepancy between the amounts in figures and in words, the amounts in words will govern; and

where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

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 original sum quoted by the tenderer along with other tender/tenders. Rounding of to the nearest rupee should be done in the final summary of the amount instead of in totals of various sections of the offer.

The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, shall be considered as binding upon the Bidder.

26. EVALUATION AND COMPARISON OF BIDS

The employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 24.

In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

- a. Making any correction for errors pursuant to Clause 25.
- b. Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Clause 20.

The Employer reserves the right to accept or reject any variation or deviation. Variations, deviations and other factors that are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the bidder shall not be taken in to account in Bid evaluation.

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

27. AWARD CRITERIA

Subject to Clause 28, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has determined to be:

- eligible in accordance with the provisions of Clause 2; and
- qualified in accordance with the provisions of Clause 3.

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

Notwithstanding Clause 27, The Employer reserves the right to accept, negotiate or reject any Bid and to cancel the bidding process and reject all Bids, at any time prior to the award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

29. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

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

The notification of award will constitute the formation of Contract, subject only to the furnishing of a Performance Security/Security Deposit in accordance with clause 30.

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

30. PERFORMANCE SECURITY/SECURITY DEPOSIT

- 30.1. 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.

- 30.2. Performance Security should be 5% of annualized value of contract amount and should be submitted with in 28 days of receipt of LOA by the successful bidders in any of the form given below:

- A Bank Guarantee in the form given in the bid document.
- Govt. Securities, FDR or any other form of deposit stipulated by the owner
- Demand Draft drawn in favour ofCoalfields Ltd. on any Schedule Bank payable at its Branch at.....

The bid security deposited in the form of Bank Guarantee shall be duly discharged and returned to the contractor. The bid security deposited in the form of Demand draft shall be adjusted against the initial security deposit.

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

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

- 30.3 Retention money should be deducted at 5% from running bills. Total of performance security and retention money should not exceed 10% of annualized value of contract amount or lesser sum indicated in the bid document.
- 30.4 5% Performance Security should be refunded with in 60days of the completion of the work. The date of the completion of the work will be certified by the Chief of Security..
- 30.5 The refund of security deposit- The refund of security deposit shall be subject to company's right to deduct/appropriate it's dues against the contractor under this contract or any other contract. On completion of the work and certified as such by the Engineer-in -charge, the security deposit, remaining with the company shall be refunded. However, for contracts of more than 1(one) year period, Security Deposit accrued by paying the running bill at 95%

may be refunded annually on submission of Bank Guarantee of equivalent amount subject to satisfactory performance of the contractor during the year.

31. EMPLOYMENT OF LOCAL LABOUR

“Contractors are to employ, to the extent possible, only local project affected people and pay wages not less than minimum wages fixed by the Law of the Land.”

32. LEGAL JURISDICTION

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

33. INSTRUCTION FOR BIDDERS SUBMITTING DOCUMENTS DOWNLOADED FROM WEBSITE:

The bidders are required to follow the procedure laid down below in case of submission of downloaded tender document.

- i. Cost of tender document is to be deposited by bank draft in favour of “**South Eastern Coalfields Limited Hqrs. A/c**” on any Scheduled Indian Bank, payable at its branch at Bilaspur (Chhattisgarh) and to be submitted with the undertaking (given in Annexure-B of tender document) in a separate envelope marked “ Cost of Tender Document and the Undertaking” and not with Part-I / EMD.
- ii. The bidders will be required to submit an undertaking(given in Annexure-B of tender document) that they will accept the tender documents as available in the website and their tender shall be rejected if any tempering in the tender document is found to be done at the time of opening of tender.
- iii. The company shall not be responsible for any delay / difficulties/ inaccessibility of the downloading facility for any reason whatsoever. The downloading facility shall be available during the period of sale of tender paper.
- iv. In case of any discrepancy between the tender documents downloaded from the website and the master copy available in the office, the latter shall prevail and will be binding on the bidders. No claim on this account will be entertained.

34. INTEGRITY PACT

SECL HAS SIGNED M.O.U WITH M/S. TRANSPARENCY INTERNATIONAL INDIA FOR IMPLEMENTATION OF INTEGRITY PACT IN CONTRACTS FOR WORKS VALUED AT RS. 1.00 CRORES AND ABOVE. THE INTEGRITY PACT DOCUMENT TO BE SIGNED BY THE BIDDERS IS ENCLOSED VIDE ANNEXURE ‘D’. SUBMISSION

OF INTEGRITY PACT DOCUMENT DULY SIGNED, STAMPED AND ACCEPTED IS MANDATORY FOR THIS TENDER AND IS AN INTEGRAL PART OF THE TENDER DOCUMENT.

IN CASE THIS IS NOT SUBMITTED THE TENDER MAY BE CONSIDERED AS NOT SUBSTANTIALLY RESPONSIVE AND MAY BE REJECTED.

NOTE: Downloaded Tender document without cost of tender document shall be treated as **INVALID TENDER.**

PART-I (SECTION – 2)

CONTRACTOR'S BID

Sub: BID for the Work _____

To,

**The General Manager,
Contract Management Cell,
South Eastern coalfields Ltd,
Seepat Road, Bilaspur-[C.G]**

Dear Sir,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying the Bidding Document issued to us. The Bid Security/Earnest Money in accordance with the NIT and instructions to Bidders amounting to Rs..... (in figures)(in words) in the form as stipulated in the NIT.(to be filled in by the Bidder).

This Bid and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and Bid security required by the Bidding documents.

Yours faithfully,

Authorised Signature: _____
Name and Title of the Signatory: _____
Name of the Bidder: _____
Address: _____

Date: _____

Enclosed:
EMD of Rs. _____ vide _____ dt. _____

- ii)
- iii)
- iv)
- v)
- vi)
- vii)

PART-II (SECTION – 2)**QUALIFICATION INFORMATION****(In sealed cover)**

(The information to be submitted by the Bidders)

1. Bidders' Details

- 1.1 Constitution or Legal status of Bidder whether Proprietary/Partnership Firm/Company/JV/Society (attach copy)

Place of registration: _____
 Principal Place of business: _____
 Power of Attorney of signatory to Bid: (attach)

Joint Venture must submit following Details :

Joint Venture Agreement
 Name & Address of all partners in Joint Venture
 Lead partner
 Partner
 Partner

- 1.2 Details of the turnover:

Annual Turnover Data (Similar work only)		
Year	Turnover in Rs.	Remarks

- 1.3 Details of experience for similar nature and complexity of work:
 (Use a separate sheet for each contract)

1.	Number of contract:
2.	Name of contract:
3.	Name of the employer:
4.	Employer's address:
5.	Nature of work and special features if any:
6.	Contractor's role (check one) 1. Sole contractor 2. Partner in Joint venture
7.	Value of total contract:
8.	Date of award:
9.	Date of completion:

- 1.4 Evidence of access to financial resources to meet the qualification requirements: Cash in hand, lines of credit and other financial means etc. sufficient to meet the work cash flow (copies to be submitted and the following format to be filled up)

Source of financing	Amount in Rs.
1.	
2.	

- 1.5 Details of the bankers:

Banker	Name of the banker		
	Address of the banker		
	Telephone	Contact name and title	
	Fax	Telex	

1.6 Details of MV to be used for the work:

1 Owned by the tenderer:

Sl. No.	Vehicle Type	Registration No. (copy of registration certificate to be enclosed)	Make and model	Minimum number

2. Owned by others to be hired by the tenderers for this work (copy of hiring agreement is to be enclosed):

Sl. No.	Vehicle Type	Registration No. (copy of registration certificate to be enclosed)	Make and model	Minimum number

2.0 Permanent Income Tax Account No. (PAN)

3.0 DETAILS OF EARNEST MONEY/BID SECURITY

Deposit of Earnest Money by:
 Draft No.:
 Drawn on:
 Amount (Rs.):

If the EMD/Bid Security is submitted in the form of Bank guarantee the following details must be given:

Name of Issuing Bank:

Branch Code:

Complete Address:

Telephone No:

Fax No. :

Name & Designation of the authorized person issuing BG:

4.0 OTHER DETAILS:

- a. Details of registration/ enlistment with Government/ PSUs / Subsidiaries of Coal India.
- b. Certificate of registration as per requirements under Contract Labour Laws as may be applicable.
- c. Certificate of registration with provident fund authorities.

5.0 Acceptance by the Tenderer of the conditions of contract as per Tender Documents (attach signed copies of the bid document issued to them along with the tender as proof of acceptance).

Signature of Tenderer

NOTE: Separate sheets may be attached to furnish details, if necessary.

SECTION-3**Conditions of Contract****GENERAL TERMS AND CONDITIONS****1. DEFINITIONS:**

- (a) The word “Company” or “Employer” or “Owner” wherever occurs in the conditions, means the South Eastern Coalfields Limited, represented at the headquarter of the Company by the CMD/Director, SECL (CG) or his authorised representative or any other officer specially deputed for the purpose.
- (b) The word “Principal Employer” wherever occurs, means authorised representative or any other officer specially deputed by the Company for the purpose.
- (c) 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 the 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.
- (d) The “Site” shall mean the site of the contract work including land and any building and erections thereon and any other land allotted by the company for contractor’s use.
- (e) “Accepting authority” shall mean the management of the company and includes an authorised person/officer of the company or any other person or body of persons empowered in this behalf by the company.
- (f) A “Day” shall mean a day of 24 hours.
- (g) Controlling officer/Chief Security Officer/ designated Officer-in-charge will be clearly defined in the contract document. Controlling officer/Chief Security Officer/ designated Officer-in-charge who is of an appropriate seniority will be responsible for supervising and administering the contract, certifying payment due to the contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. Controlling officer/Chief Security Officer/ designated Officer-in-charge may further appoint his representatives i.e. another person and notify to the contractor who is directly responsible for the supervising the work being executed at the site, on his behalf under the Delegation of Powers of company. However, overall responsibility as far as the contract is concerned will be that of the Controlling officer/Chief Security Officer/ designated Officer-in-charge.
- (h) The ‘contract’ shall mean the notice inviting tender, the tender as accepted by the company and the formal agreement executed between the company and the contractor together with the documents referred to therein including general terms and conditions, special conditions, if any, schedule of quantities with rates and amount, schedule of work.

- (i) The “Works” shall mean the works required to be executed in accordance with the contract or parts thereof as the case may be and shall include all extra or additional or any work of emergent nature, which in the opinion of the Controlling officer/Chief Security Officer, become necessary during the progress of the works.
- (j) “Schedule of Rates” referred to in these conditions shall mean the standard schedule or rates prescribed by the company and the amendments issued from time to time.
- (k) “Contract Price” shall mean
 - in the case of lump sum contracts, the total sum for which the tender is accepted by the company.
 - In case of other types of contracts, the total sum arrived at based on the individual rates quoted by the tenderer for the various item shown in the Bill of quantities of the tender documents as accepted by the company with or without any alteration as the case may be.
- (l) “Written notice” shall mean a notice or the communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the Corporation/Company for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

2. **CONTRACT DOCUMENTS**

The following documents shall constitute the contract documents:

- (i) Articles of Agreements,
 - (ii) Notice Inviting Tender,
 - (iii) Letter of Acceptance of tender indicating deviations, if any, from the conditions of contract incorporated in the Bid/ Tender document issued to the bidder,
 - (iv) Conditions of contract including general terms and conditions, additional terms and conditions, special conditions, if any etc. forming part of Agreement,
 - (v) Scope of works/ Bills of quantities and
 - (vi) Finalized work programmed.
-
- (a) After acceptance of tender and on execution of contract/issue of work order to proceed with the work as the case may be, the contractor shall be furnished, free of charge, two copies of contract documents (certified true copies), . 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 Controlling officer/Chief Security Officer, his representatives or any other officials authorised by company for the purpose.
 - (b) None of these documents shall be used by the contractor for any purpose other than this contract and the contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.

3. DISCREPANCIES AND ADJUSTMENTS THEREOF:

The documents forming part of the contract are to be treated as mutually explanatory of one another.

- 3.1 in the event varying or conflicting provisions made in any of the document/documents forming part of the contract, the 'Accepting Authority's decision/clarification shall hold good with regard to the intention of the document or contract, as the case may be.
- 3.2 Any error in description, quantity or rate in schedule or quantities or omission there from, shall not vitiate the contract or release the contractor from discharging his obligations under the contract including execution of work according to the specifications forming part of particular contract document.
- 3.3 Any difference detected in the tender/tenders submitted, resulting from:
 - a. Discrepancy between description in words and figures the rate which corresponds to
the words quoted by the contractor shall be taken as correct.
 - b. Discrepancy in the amount quoted by the contractor due to calculation mistake of the unit rate and quantity, the unit rate shall be regarded as firm and amount corrected.
 - c. Discrepancy in totaling or carry forwards in the amount quoted by the contractor shall be corrected.

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

4. SECURITY DEPOSIT:

- 4.1. 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 the contract amount and should be submitted with in 28 days of receipt of LOI by the successful bidders in any of the form given below:
 - A Bank Guarantee in the form given in the bid document.
 - Govt. Securities, FDR or any other form of deposit stipulated by the owner
 - Demand Draft drawn in favour of South Eastern Coalfields Ltd. On any Schedule Bank payable at its Branch at Bilaspur

The bid security deposited in the form of Bank Guarantee shall be duly discharged and returned to the contractor. The bid security deposited in the form of Demand draft shall be adjusted against the Security Deposit.

If the performance security is provided by the successful bidders in the form of Bank Guarantee, it shall be issued either:-

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

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

- 4.3 Retention Money should be deducted at 5% from running bills .Total of performance security and retention money should not exceed 10% of the annualized value of contract amount or lesser sum indicated in the bid document.
- 4.4 5% Performance Security should be refunded with in 60days of the completion of the work. (The date of the completion of the work will be certified by the Chief Of security. The refund of security deposit- The refund of security deposit shall be subject to company's right to deduct it's dues against the contractor under this contract or any other contract. On completion of the work and certified as such by the, the security deptt Chief Of Security, remaining with the company shall be refunded. However, for contracts of more than 1(one) year period, Security Deposit accrued by paying the running bill at 95% may be refunded annually on submission of Bank Guarantee of equivalent amount subject to satisfactory performance of the contractor during the year.

5. DEVIATIONS / VARIATIONS IN QUANTITIES

Extend and Pricing: The quantities given in the "Schedule of Quantities" are provisional are meant to indicate the extent of the work and to provide uniform basis for tendering and any variation either by addition or omission shall not vitiate the contract. The number of LMV in the contract may vary $\pm 30\%$ with the approval of competent as a cushion to cover eventualities arising on the basis of requisition for which the contractor shall have no additional claim.

- 5.1 The company through its Controlling officer/Chief Security Officer or his representative shall without radically changing the original scope and nature of the contracted work have power to make any alterations in or additions to or substitution of the original and instruction that may appear to be necessary or advisable during the progress of the work. The contractor shall be bound to carry out the works in accordance with the instructions given to him in writing by the Controlling officer/Chief Security Officer, or his representative on behalf of the company. Such altered or additional work which shall form part of the original contract, shall be carried out by the contractor on the same conditions in all respects on which they agree to do the main works and at the same rate/ rates as are specified in the contract.
- 5.2 If the additional or altered work includes any class of work for which no rate/rates is/are specified in the contract, rates for such items shall be determined by the Controlling officer/Chief Security Officer as follows.
 - a. The rate shall be derived from the rate/rates for similar or near similar class of work as is/are specified in the contract/tender, failing which
 - b. The rates shall be derived from the company's prescribed schedule of rates based on which the estimate for tendering has been prepared plus or minus the percentage by which the tendered amount for the whole work quoted by the contractor is above or below the estimate amount as per the tender documents, failing which

- c. The rates shall be derived from contractors rate claimed for such class of work supported by analysis of the rate/rates claimed by the contractor. The rate to be determined by the Controlling officer/Chief Security Officer as may be considered reasonable taking into account percentage of profit and overhead not exceeding ten percent or on the basis of market rates, if any, prevailing at the time when work was done.

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

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

- 5.3 Alterations in the quantities shall not be considered as change in the conditions of the contract nor invalidate any of the provisions thereof provided that a supplementary work order or agreement for the item/ items involved will be necessary when the alterations involve one or more of the followings:
- i) An increase of more than 10% of the total cost of the work calculated from the original tendered quantities and the contract price.
 - ii) More than 10% deviation from original awarded value should require approval of the next higher authority but total amount should be within the delegated power of the next higher authority.
- 5.4 The time for completion of the originally contracted work shall be extended by the company in the proportion that the additional work (in value) bears to the original contracted work (in value) as may be assessed and certified by the Controlling officer/Chief Security Officer.
- 5.5 The company through its Controlling officer/Chief Security Officer or his representative, on behalf of the company, shall have the power to omit any part of the work for any reason and the contractor shall be bound to carry out the work in accordance with the instruction given by the Controlling officer/Chief Security Officer. No claim for extra charges/ damages shall be made by the contractor on these grounds.
- 5.6 In the event of any deviation being ordered which in the opinion of the contractor, changes radically the original scope and nature of the contract, the contractor shall under no circumstances suspend the work, either original or substituted, and the dispute/ disagreement as to the nature of deviation or the rate/ rates to be paid shall be resolved separately with the company.
- 5.7 The re-appropriation / re-allocation of the quantities may be done by the Controlling officer/Chief Security Officer, within the stipulated contract period and contract value with the approval of the approving authority of the contract. In case the approving authority is Board, then with the approval of the CMD of the Subsidiary Company.

6. TIME FOR COMPLETION OF CONTRACT – EXTENSION THEREOF, DEFAULTS & COMPENSATION FOR DELAY :

Immediately after the contract is concluded the Controlling officer/Chief Security Officer and the contractor shall agree upon time the order in which the work is proposed to be carried out within the time specified in the contract document. For the purpose of this time, the work shall be deemed to have commenced on the expiry of 30 (thirty) days from the issue of letter of acceptance/ work order.

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

Additionally, the company will reserve the right to debar such defaulting Contractor from participating in future Tenders for a minimum period of one year.

- 6.2 In the event of the contractor's failure to comply with the required progress in terms of the agreed time to complete the work or the extended date of completion, he shall without prejudice to any other right or remedy available under the law to the Company on account of such breach, shall become liable to pay for penalty as under:

For vehicles hired on monthly/per day basis:

- i) Any absenteeism of vehicle or driver or both with the permission of the user of the vehicle, and without any substitute vehicle, deduction of proportionate amount of rental charges for the period of absenteeism shall be made.
- ii) **If the vehicle or Driver or both remains absent with out permission of the user of the vehicle with out suitable substitute vehicle, an amount Rs.1000=00 per day will be deducted as a penalty in addition to the proportionate deduction in rental charges for absenteeism.**
- iii) The aggregate of the penalties so levied shall not exceed 10% of the total contract value.

- 6.3 **Extension of date of completion** - on happening of any events causing delay as stated hereunder the contractor shall intimate immediately in writing the Controlling officer/Chief Security Officer:

Abnormally bad weather

Serious loss or damage by fire

Civil commotion, strikes or lockouts affecting any of the trades employed on the work

Delay on the part of the contractors or tradesmen engaged by the company not forming part of the contract, holding up further progress of the work

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

A "**Hindrance Register**" shall be maintained by both the Company and the Contractor at site to record the various hindrances, as mentioned above, encountered during the course of execution.

The contractor shall however use his best efforts to prevent or make good the delay by putting his endeavors constantly as may be reasonably required of him to the satisfaction of the Controlling officer/Chief Security Officer.

6.4 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 Company or both, i.e. Contractors & Company. The extension will have to be by party's agreement, expressed or implied.

6.5 The bidding documents will clearly state that :
The successful bidder will advise, in the event of his having resort to this clause by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the cause of delay, within 15 days of the occurrence and cessation of such Force Majeure condition. In the event of delay lasting over two months if arising out of a Force Majeure, the contract may be terminated at the discretion of the company.

For delays arising out of Force Majeure, the bidder will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither company nor bidder shall be liable to pay extra costs (like increases in rates, remobilisation advance, idle charges for labour and vehicles etc.). Provided it is mutually established that the Force Majeure conditions did actually exist.

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

7. QUALITY ASSURANCE:

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

8. MEASUREMENT AND PAYMENT: All items of work carried out by the contractor in accordance with the provisions of the contract having financial value shall be entered in the Log Book as prescribed by the company so that a complete record is obtained of all work performed under the contract and the value of the work carried out can be ascertained and determined there from.

Measurement shall be entered in the log book jointly by the Controlling officer/Chief Security Officer of concerned area with whom the vehicle is attached and by the contractor or his authorised representative.

In the event of failure on the part of contractor to countersign or to record objection within a week from the date of measurement, the measurement taken by the officer concerned shall be taken to be the correct measurement of the work done.

Payment on Account – The contractor shall submit interim bill/bills for the work carried out/ in accordance with the contract. The Controlling officer/Chief Security Officer shall then arrange for verification of the bill/bills with reference to the entries made in the log book or any other records relevant for the purpose.

On account shall be made on the Controlling officer/Chief Security Officer certifying the sum to which the contractor is considered entitled by way of interim payment for the following:

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

Any certificate given by the Controlling officer/Chief Security Officer for the purpose of payment of interim bill/bills shall not by itself be conclusive evidence that any work/materials to which it relates is/are in accordance with the contract and may be modified or corrected by the Controlling officer/Chief Security Officer by any subsequent certificate or by the final certificate.

The company reserve the right to recover/ enforce recovery of any overpayments detected after payment as result of post-payment audit or technical examination or any other means, notwithstanding the fact that amount of disputed claim, if any, of the contractor exceeds the amount of such overpayment and irrespective of the fact whether such disputed claims of the contractor are the subject matter of arbitration or not. The amount of such over payment may be recovered from the subsequent bills under the contract, failing that from contractor's claim under any other contract with the company or from the contractor's security deposit or the contractor shall pay the amount of overpayment on demand.

2% of the gross amount of each bill with surcharge applicable will be recovered on account of income tax which would be paid to the Income Tax Authority as per rules.

The bills of contractor shall be accompanied by an attested copy of wages sheet **a)** with certificate given on the wages sheet by authorized officials witnessing the payment of wages to labourers/workmen engaged by the contractor for the subject work to the effect that the payment indicated in the prescribed column of the wages sheet has been disbursed to the labourers/workmen in their presence.

- b) Payment to the contractor shall be released against the bill by the HQ. Finance Department GM(F)/Area Finance Department (AFM) after verifying the above documents as per execution of work in HQ/Area.**
- c) "In both the cases i.e. "GTA" and "Renting of Motor Vehicles" the following certificate is to be provided by the service providers on the body of the Invoice:-**
"CENVAT credit on inputs, capital goods and input services, used for providing the taxable service, has not been taken under the provisions of the CENVAT Credit Rules, 2004".

In addition service provider must furnish Invoice as per Rule 4A of the Service Tax Rules indicating therein the following:-

- i) Name, address and service tax registration no. of the service provider.**
- ii) Name and address of the service receiver i.e. SECL**
- iii) Description and value of taxable service provided indicating the abatement taken or method of valuation used for arriving at the taxable value**
- iv) Service Tax payable thereon indicating clearly the service tax payable by the service provider**
- v) Invoice has to be submitted by the service providers with the information indicated above, even if the turnover of the service provider is less than the threshold limit of Rs. 10 Lakhs, because SECL has to pay its share."**

9. TERMINATION, SUSPENSION, CANCELLATION & FORE CLOSURE OF CONTRACT:

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

- a. makes default in proceeding with works with due diligence and continues to do so even after a notice in writing from Controlling officer/Chief Security Officer, 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 Controlling officer/Chief Security Officer, then on the expiry of the period as may be specified by the Controlling officer/Chief Security Officer in a notice in writing or
- c. fails to complete the work or item of work with individual dates of completion, on or before the date/dates of completion or as extended by the company, then on the expiry of the period as may be specified by the Engineer-in –charge in a notice in writing or
- d. shall offer or give or agree to give any person in the service of the company or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/acts of favour in relation to the obtaining or execution of this or any other contract for the company or
- e. obtains a contract with the company as result of ring tendering or other non-bonafide method of competitive tendering or
- f. transfers, sublets, assign the entire work or any portion thereof without the prior approval in writing from the Controlling officer/Chief Security Officer. The Controlling officer/Chief Security Officer may be giving a written notice, cancel the whole contract or portion of it in default.

9.1 The contract shall stand terminated under the following circumstances:

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

- 9.2** On cancellation of the contract or on termination of the contractor, the Controlling officer/Chief Security Officer shall have powers
- a. to carry out the incomplete work by any means at the risk of the contractor.
 - b. To determine the amount to be recovered from the contractor for completing the remaining work or in the event the remaining work is not to do be completed the loss/damage suffered, if any, by the company after giving credit for the value of the work executed by the contractor up to the time of cancellation less on a/c payment made till date and value of contractor's materials, plant, equipment, etc. taken possession of after cancellation.
 - c. To recover the amount determined as above, if any, from any money due to the contractor or any account or under any other contract and in the event of any shortfall, the contractor shall be called upon to pay the same on demand

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

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

Foreclosure of contract in full or in part – If at any time after acceptance of the tender, the company decides to abandon or reduce the scope of the work for any reason whatsoever, the company, through its Controlling officer/Chief Security Officer, shall give notice in writing to that effect to the contractor. In the event of abandonment/ reduction in the scope of the work, the company shall be liable to pay the contractor at the contract rates full amount for work executed and measured at site up to the date of such abandonment/ reduction in the work.

The contractor shall, if required by the Controlling officer/Chief Security Officer, furnish to him the books of accounts, papers, and relevant documents as may be necessary to enable Controlling officer/Chief Security Officer to assess the amount payable. The contractor shall not have any claim for compensation whatsoever either for abandonment or for reduction in the scope of the work, other than those as specified above.

- 9.5** 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 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% of the contract value.
- 9.6** “If the progress of the work or of any portion of the work is unsatisfactory, the Engineer-in-Charge, after giving the contractor 15 days’ notice in writing, without canceling 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.”

10. COMPLETION CERTIFICATE:

On completion of the work and notifying the same by the contractor to the Controlling officer/Chief Security Officer, Completion Certificate shall be issued by the Controlling officer/Chief Security Officer only in the event the work is completed satisfactorily in every respect. Payment of final bill shall be made on completion of the contract and refund of security deposit shall, however, be made as per relevant clause of the contract.

11. RESPONSIBILITIES OF THE CONTRACTOR

- i. The company reserves the right to let the other contractors in connection with the project and the contractor/contractors shall co-operate in the works for the introduction and stores and materials and execution of his/their works.
- ii. The contractor/contractors shall employ only competent, skillful and orderly men to do the work. The Controlling officer/Chief Security Officer shall have the right to ask the contractor/contractors to remove from the worksite any man of the contractor/contractors.
- iii. who in his opinion is undesirable and the contractor/contractors will have to remove him within three hours of such orders.
- iv. Precautions shall be exercised at all times for the protection of the persons (including employees) and property. The safety required recommendation by all applicable laws, codes, statutes and regulations will be observed. In case of accidents, he/they shall be responsible for compliance with all the requirements imposed by the Workmen's Compensation Act or any other similar law in force, and shall indemnify the company against any claim on this account.
- v. The contractor/contractors shall at all times exercise reasonable precautions for the safety of employees in the performance of his/their contract and shall comply with all applicable provision of the safety laws drawn up by the State or Central Government or Municipalities and other authorities in India. The contractor/contractors shall comply with the provision of the safety handbook as approved and amended from time to time by the Government of India.
- vi. The contractor/contractors shall familiarize themselves with and be governed by all laws and rules of India and local statues and orders and regulations applicable to his/their work.
- vii. Building for the sanitary necessities of all persons employed on the work shall be constructed and maintained in the number, manner and place approved or ordered by the Controlling officer/Chief Security Officer. The contractor/contractors shall vigorously prohibit committing of nuisance at any other place.
- viii. Cost of all works under these items shall be covered by the contractor's/contractors' tendered rates.
- ix. The contractor/contractors shall furnish to the Controlling officer/Chief Security Officer or his authorized representative with work reports from time to time regarding the contractor/contractors organization and the progress made by him/them in the execution of the work as per the contract agreement.
- x. All duties, taxes (**excluding Service Tax**) and levies payable by the Contractor under the contract, or for any other cause as applicable on the last date of submission of tender, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. All incidentals, overheads, etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.
- xi. However, such duties, taxes, levies etc. which is notified after the last date of submission of tender and/ or any increase over the rate existing on the last date of submission of tender shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.
- xii. The company reserves the right to deduct/withhold any amount towards taxes, levies etc. and to deal with such amount in terms of the provisions of the Statute or in terms of the direction

- xiii. of any statutory authority and the company shall only provide with certificate towards such deduction and shall not be responsible for any reason whatsoever.
- xiv. In case of increase in the Sales Tax Deduction at source, the Contractor shall be entitled to be reimbursed to the extent of amount of difference between the existing rate and revised rate of tax deducted at source on production of relevant documents in support of claim in this behalf but limited to the actuals paid by the contractor.
- xv. In case of any decrease or remission on the rate of Sales Tax Deductions at source, the company shall be entitled to the amount consequent on decrease/ remission of Sales Tax. The Company shall be entitled to recover such amount from the amount due to the Contractor.
- xvi. The Company reserves the right to deduct/ withhold any amount towards taxes/statutory levies, as may be required under the Statute or in terms of direction from any Authority from the amount as directed with the appropriate Authority and the Company shall only
- xvii. provide with certificate towards deduction and shall not be responsible for any reason whatsoever.
- xviii. The contractor/contractors shall make his/their own arrangement for all materials, tools, staff and labourer required for the contract., to the entire satisfaction of the company.
- xix. The work shall not be sublet to any other party, unless approved by Controlling officer/Chief Security Officer in writing.
- xx. The contractor/contractors shall not pay less than the minimum wages to the labourers engaged by him/them as per Minimum Wages Act or such other legislation or award or the minimum wages fixed by the respective State Government as may be in force. The contractor/contractors shall make necessary payments of the Provident Fund for the workman employed by him/them for the work as per the laws prevailing under provisions of CMPF and Allied Scheme or Miscellaneous Provisions Act 1948 or Employees Provident Fund Act and Miscellaneous Provisions Act 1952 as the case may be.
- xxi. All accounts shall be maintained in English and the company shall have the right to access and inspection of all such books of accounts etc. relating to payment of labourer considered necessary and the company may arrange for witnessing the payment to the labourer by its representatives.
- xxii. Insurance – The contractor shall take full responsibility to take all precautions to prevent loss or damage to the works or part thereof for any reason whatsoever (except for reasons which are beyond control of the contractor or act of God, e.g. flood, riots, war, earthquake, etc.) and shall at his own cost repair and make good the loss/ damage to the work so that on completion, the work shall be in good order and condition in conformity with the requirements of the contract and the instructions of the Controlling officer/Chief Security Officer, if any :
 - a) The contractor shall at all time during the pendency of the contract indemnify the company against all claims, damages or compensation under the provisions of the Workmen's Compensation Act and shall take insurance policy covering all risk, claims, damages or compensation payable under the Workmen's Compensation Act or under any other law relating thereto.
 - b) The contractor shall ensure that the insurance policy/policies are kept alive till full expiry of the contract by timely payment of premiums and shall not be cancelled without the approval of the company and a provision is made to this effect in all the policies, and similar insurance policies are also taken by his sub-contractors if any. The cost of premiums shall be borne by the contractor and it shall be deemed to have been included in the tendered rate.
 - c) In the event of contractor's failure to effect or to keep in force the insurance referred to above or any other insurance which the contractor is required to effect under the terms of the contract, the company may effect and keep in force any such insurance and pay such premium/premiums as

may be necessary for that purpose from time to time and recover the amount thus paid from any moneys due by the contractor.

12. SETTLEMENT OF DISPUTES:

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

The contractor should make request in writing to the Controlling officer/Chief Security Officer for settlement of such disputes/claims within 30 (thirty) days of arising of the cause of dispute/claim, failing which no disputes/claims of the contractor shall be entertained by the company.

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

(SECTION - 4)

SPECIAL TERMS AND CONDITIONS
OF THE CONTRACT

The contractor, before starting the work, shall furnish to the Controlling officer/ Chief Security Officer the list of MV proposed to be deployed for the work, with the related papers of registration, fitness certificate, permits, licenses, insurance, transport driving licenses etc. for inspection. No MV shall be deployed for the work without the approval of Controlling officer/Chief Security Officer. Deployment of the vehicles will be decided by the Controlling Officer, in respect of rout, trip, & time etc.

The MV deployed in any other project of the company or any project of any subsidiary of Coal India Limited, shall not be diverted for the work without the approval of the company. Similarly, the MV deployed for the work shall not be diverted to any other project without the approval of the Controlling officer/Chief Security Officer.

The contractor shall deploy the adequate number of MV for the satisfactory execution of the work. Only MV (year of manufacture of vehicle as per NIT requirement) in good and safe condition having valid fitness certificate permits/ licenses etc. and respect of which the required taxes/ fees have been deposited and which are properly covered by insurance shall be deployed for the work.

The company shall have the right to inspect or arrange inspection of the vehicles deployed by the contractor for the work at any time and declare any vehicle unsafe and ask for its immediate withdrawal from the site/ operation. The contractor shall ensure prompt/ immediate compliance of the same.

The contractor shall at his own cost, arrange for regular checking/ maintenance/ repair of the MV and keep them in good and safe condition at all times.

Proper records of such checking/ maintenance/ repair shall be maintained in a Log Book kept on the vehicle for the purpose, which shall be readily available for inspection whenever required.

Only experienced, skilled and disciplined drivers of sound health, good behavior and antecedents having valid and requisite driving license shall be deployed by the contractor for driving the MV deployed for the work, for 12/ 24 hrs per day.

The re-appropriation/ re-allocation of the quantities may be done by Controlling officer/Chief Security Officer within the stipulated contract period and contract value with the approval of approving authority of the contract. In case the approving authority is Board, then with the approval of the CMD of the Subsidiary Company.

The contractor shall bring/ take back and arrange for the transportation of the trucks/equipments/ men and material required for the work at his own cost.

The contractor shall at his own cost arrange for all materials, stores, spares, tools, tackles etc. and maintenance/ repairs of the MV deployed for the work. The company shall have no liability whatsoever on this account.

The contractor shall maintain proper records in English/ Hindi of the MV/persons etc. deployed for the work, work done, daily attendance of the employee, payment to the employees etc. and the Company shall have the right of access to and inspection of these records or to call for any or all these records or ask the contractor to submit such reports as it considers necessary and the contractor shall be bound to comply with such instructions.

The Company shall have no responsibility/ liability whatsoever for any accident/ damage to the contractor's vehicle/ equipments in the transit or while engaged in the work.

The contractor shall familiarize himself and fully comply with the provisions of all the Acts/ Rules/ Regulations/ Bye-laws and orders of the Local authority/ Municipality/ State Govt./ Central Govt. applicable to the worker, Mines Act, Payment of Wages Act, Motor Vehicle Act, Workmen's

Compensation Act, etc. and shall be fully responsible and liable for due observance of the same. The company shall have no responsibility/ liability whatsoever on these account, and the contractor shall fully indemnify the Company against any claim/ dispute/reference Award, etc. arising out of the same.

If the Company suffers any loss on account of damage to its property, due to any failure on the part of the contractor or due to any act or omission or commission on the part of his representative/ employees or from the MV of the contractor, the value of the same as assessed by the Company, shall be recovered from the contractor's bill/ security deposit. The decision of the company in this regard shall be final and binding on the contractor.

The Contractor shall post adequate number of competent, experienced, skilled and disciplined persons having good antecedents for satisfactory execution of the work. A list of all such persons shall be kept in the office of the contractor and a copy of the same shall be furnished to the Controlling officer/Chief Security Officer as and when required. All these persons shall be in the direct employment and under direct administrative control of the contractor and the management shall have no responsibility/ liability whatsoever in this regard.

The contractor shall issue an identity card/ employment card to each employee with photograph duly attested by him which the employee shall always carry with him, while on work and produce for inspection whenever required.

The contractor shall not engage any person less than 18 years of age or female during night hours as required by relevant law.

The contractor shall pay to his employees salary and wages as per law of the land applicable to the workmen.

The contractor shall make payment to his employees through Bank & payment certificate / proof of payment should be submitted along with their bill to the paying authority, the wage period (s) day/ date and time of payment.

The contractor shall prepare the wage sheet for his employees in duplicate, a copy of which shall be regularly submitted to the Controlling officer/Chief Security Officer.

The responsibility of the contractor in respect of all-payments to his employees will be complete and absolute. The company shall have no liability whatsoever in this regard and shall be fully indemnified by the Contractor against any claim arising out of any non pay-payment/ short-payment/ dispute/ award.

In case any accident occurs or any injury is caused to any employee of the Company by the vehicles of the contractors or by any act of omission/ commission on the part of the contractor's representative/ employees, the compensation for the same, as provided in law or as assessed by the company shall be recovered from the contractor along with the cost and expenses incurred by the company on the same.

The contractor shall provide footwear, safety belt, First-aid box, Fire Extinguishers, Emergency Door & other protective equipments, to his employees as provided in law at his own cost. In case of failure on the part of the contractor provide these Protective equipments, the company may provide the same to the employees at the cost of the contractor.

The MV operator should provide adequate money to their Drivers to meet the expenses during the period of journey.

The cost of repair, maintenance, upkeep, Drivers wages and uniform, Oil & lubricants, Insurance and Taxes and any other expenditure required for operating the MV shall be borne by the MV operator.

The bidder has to submit the evidence of registration in respect of Service Tax. Reimbursement as at actual, shall be made by SECL, against the proof of submission of payment of the same to the appropriate authority by the bidder or service tax will be dealt as per rule as applicable during execution of the work.

1. Higher Model of the vehicle will be preferred on same quoted rate
2. If the vehicle is under breakdown, penalty at the double rate of hire charges for every 24 hrs of part thereof will be imposed for the period of vehicle under breakdown or the contractor shall provide substitute vehicle of equivalent capacity in the good condition for the

breakdown period which should also be having requisite documents like Registration Book, Permit, Insurance etc. as per requirement for execution of the work.

3. SECL reserve the right to deploy vehicle from the market on failure of the contractor to provide vehicle at the risk & cost of the contractor.
4. The vehicle will be stationed at SECL premises or as per direction of the controlling officer.
5. All payment of hiring charges & Diesel reimbursement will be made on monthly basis on submission of the documentary evidence by the contractor.
6. Toll Taxes Parking charges initially paid by the driver which shall be reimbursed on submission of the evidence duly counter signed by the controlling officers.
7. No night halting charges will be paid extra.
8. Engagement of vehicle may be discontinue at any time by SECL without giving any prior notice or intimation to the contractor.
9. The vehicle may be sent for duty outside of the area for which no extra payment will be paid except terms & condition stipulated in the tender document.
10. In and out time including mileage to be maintained in log book should be got sign by the controlling officer.
39. Bids submitted by PAP's shall be dealt as per prevailing policy of SECL.
40. Applicable for School Buses :

Apart from normal running of school buses, the they are also engaged for additional trips for Extra classes, Monthly, Quarterly, Half yearly and Yearly Examination of different schools. The Buses may also to be engaged to cater Social Responsibilities of company, whenever required.

 - a. All Buses should be equipped with speed goverors.
 - b. All the Buses should be equipped with Low step height 320 mm from ground level, convenient for young ones to board in the bus.
 - c. The conductor and Driver should be trained for extra safety.
 - d. Safety guard jalis on windows should be provided of suitable design and strength.
 - e. Fire extinguisher and safety kit must be provided.
 - f. Emergency door must be provided.
 - g. The bus should be painted with yellow colour (approved for school).The SCHOOL BUS and others safety measures/ mono should be written in the bus in block letter on front and back side, as per norms.

Signature of Tenderer

Note: The CGM/GM of the Area shall nominate the name of controlling Officer ie Sub Area manager/Colliery Manager/Controlling officer/ Security Officer/Transport Manager/any other person deemed fit for execution of the work.

Annexure-A
(Ref. Clause-3.3 of ITB)

AFFIDAVIT.

(to be submitted in a non-judicial stamp paper of Rs.10/-)

I,(Whether, Proprietor/Partner/Legal attorney/ Accredited Representative)of M/s solemnly declare that ;

1. We are submitting Tender for the Workagainst Tender Notice No..... dated.....
2. None of the partners of our firm is relative of employee of South Eastern Coalfields Limited.
3. The workers employed for this work shall be our regular employees.
4. All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Tender is complete, correct and true.
5. All documents/ credentials submitted along with this Tender are genuine, authentic, true and valid.
6. If any information and document submitted is found to be false/incorrect at any time, department may cancel my Tender and action as deemed fit may be taken against us , including termination of the contract, forfeiture of all dues including Earnest Money an banning/ delisting of our firm and all partners of the firm etc.
7. I / We undertake to deploy the required vehicles as per NIT either owned or hired, with in 30 days from the date of Letter of Acceptance (LOA).

Signature of the Tenderer,

Dated.....

Note: This affidavit is to be given in a non-judicial stamp paper of Rs.10/- only.

South Eastern Coalfields Limited

PROFORMA FOR EXECUTION OF AGREEMENT.

NON –JUDICIAL STAMP PAPER.

This agreement is made on Day of between SOUTH EASTERN COALFIELDS LIMITED (Name of Company) having its registered office at Seepat Road, Bilaspur (CG), (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 & address 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 providing (as per NIT and BOQ) 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 annexures to this agreement should be deemed to form and be read and construed as part of this agreement viz.
 - i) Annexure-A Notice Inviting Tender (Page .. to ..)
 - ii) Annexure-B Detailed Tender Notice (Page To)
 - iii) Annexure-C Tender Evaluation and Bid Assessment
 - iv) Annexure-D Tender Memorandum

v) Schedule –A General terms & conditions. Special conditions and General technical specification (Page To ...)

vi) Schedule- The probable Quantities and Amount (Page ... to ...)

vii) Schedule-C Negotiation letters –

viii) 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 (1st 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 Monet (2nd 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:

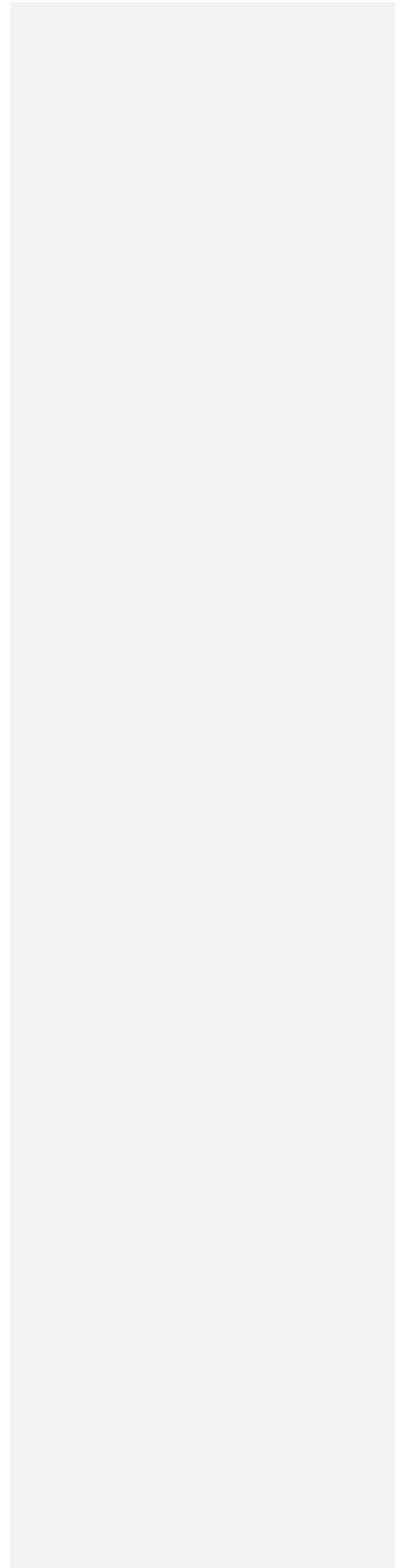
Signed by Srion behalf of

Signature

(Name of Company) in presence of –

1. Name :
2. Address:

Signature



Annexure-B**PROFORMA OF BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT**

South Eastern Coalfields Limited,

Seepat Road,

BILASPUR – 495 006

Dear Sir,

In consideration of SOUTH EASTERN COALFIELDS LIMITED having its Registered Office at Seepat Road, Bilaspur (hereinafter called “the Company” which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed to accept from M/s.

_____ having its registered office at _____

(hereinafter called “the said Bidder” which expression shall unless repugnant to the subject or context includes its successors and assigns) a Bank Guarantee from a nationalized or scheduled Bank in lieu of deposit of Bid Security / Earnest Money in cash / Bank Draft for due fulfilment of the terms and conditions in the Tender No. _____

dated _____ we _____ Bank (hereinafter referred to as “the Bank”) having its office at _____ do hereby undertake to pay to the company an amount not exceeding Rs. _____ (Rs. _____ on demand by the Company for the reason of any breach by the Bidder of any of the Terms and Conditions contained in the said Tender. The decision of the company as to whether any such breach having been committed by the Bidder shall be final and binding on us.

- (2) We _____ Bank do hereby undertake to pay an amount due and payable under this guarantee without any demur merely on demand from the company stating that the amount claimed is due from the Bidder for the reason of breach by the said Bidder of any terms and conditions contained in the said tender or for the reason of the Tender failing to keep the tender valid. Any such demand made on the Bank shall be conclusive. As regards the amount due and payable by the Bank under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rs _____)
- (3) We the said Bank further agree that the Guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect till demand or claim under this guarantee is made on us in writing on or before the _____. We shall discharge from all liabilities under this guarantee hereafter.
- (4) We the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing and agree that any change in the constitution of the said Tender or the Bank shall not discharge our liability hereunder.
- (5) This guarantee issued by Shri _____ Designation _____ who is authorized by the Bank dated _____ day of _____ 2008.

Signature of the authorized person

For and on behalf of the Bank

Place ____

(Under jurisdiction of Bilaspur court only)

Annexure-C

PROFORMA OF BANK GURANTEE FOR PERFORMANCE SECURITY

OF THE CONTRACT

(On Non Judicial stamp paper worth Rs. 250.00)

To.....

.....

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

M/s. (Name and address of the Contractor) (hereinafter called “the Contractor” with
M/S. (name of the Company) (hereinafter called “the Company”) to execute
(name of the contract and brief description of work) on the terms and conditions contained in the
said contract.

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

The (Name of the Bank) having its Office at..... has at the request of the
Contractor agreed to give the Guarantor hereinafter contained.

We, the Bank (hereinafter called “the Bank” do hereby unconditionally agreed
with the Company that if the contractor shall in any way fail to observe or perform the terms and
conditions of the said contract or shall commit any breach of its obligation there-under, the Bank
shall on demand and without any objection or demur to pay to the company the said sum of
Rs..... or such portion as shall then remain due with interest without requiring the Company
to have recourse to any legal remedy that may be available to it to compel the Bank to pay the sum,
or 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.

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

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

The Bank further agrees that in case this Guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above the Bank shall pay to the company the said sum of Rs..... or such lesser sum as may then be 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 within six months from the said date all rights of the Company under this guarantee shall cease and the Bank shall be relieved and discharged from all liabilities hereunder except as provided in the preceding Clause.

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

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

Dated., this Day of

Signature of the authorized person

For and on behalf of the Bank

Place

(Under jurisdiction of Bilaspur court only.)

Annexure-‘D’**INTEGRITY PACT**

SECL HAS SIGNED M.O.U WITH M/S. TRANSPARENCY INTERNATIONAL INDIA FOR IMPLEMENTATION OF INTEGRITY PACT IN CONTRACTS **VALUED AT RS. 1.00 CRORE AND ABOVE.** THE **INTEGRITY PACT** DOCUMENT TO BE SIGNED BY THE BIDDERS IS ENCLOSED AS ANNEXURE “D”. SUBMISSION OF INTEGRITY PACT DOCUMENT DULY SIGNED, STAMPED AND ACCEPTED IS MANDATORY FOR THIS TENDER. THEREFORE, THE TENDERERS ARE ADVISED TO SUBMIT THE INTEGRITY PACT DOCUMENT DULY SIGNED, STAMPED AND ACCEPTED ALONG WITH THE BID DOCUMENT PART I.

IN CASE THIS IS NOT SUBMITTED ALONGWITH THE TENDER PART I, THE BID SUBMITTED MAY BE CONSIDERED AS NOT SUBSTANTIALLY RESPONSIVE AND MAY BE REJECTED.

Mrs Nirmala Buch, IAS (Retd), E-4/17, Arera Colony, Bhopal 462016 and Sri Yogesh Chandra, IES (Retd), A-316, Shipra Krishna Vista, Plot No. 14, Ahimsa Khand-1, Indirapuram, Ghaziabad 201014 shall be the External Independent Monitor for this tender.

INTEGRITY PACT

Between

SOUTH EASTERN COALFIELDS LIMITED (SECL) hereinafter referred to as “The Principal”

Andhereinafter referred to as “The Bidder/Contractor”

Preamble

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

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

Section 1 – Commitments of the Principal

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

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

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

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

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

Section 2 – Commitments of the Bidder/Contractor

The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

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

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

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

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

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

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

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

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

The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice. If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

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

Section 4 – Compensation for Damages

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

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

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

Section 5 – Previous transgression

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

If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders/Contractor/Subcontractors

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

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

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

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

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

Section 8 – External Independent Monitor/Monitors

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

(to be decided by the Chairperson of the Principal)

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

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

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

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

As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations.

Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

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

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

If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

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

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

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

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

NOW THIS AGREEMENT**WITNESSETH AS FOLLOWS:**

- 1) In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the tender papers hereinafter referred to.
- 2) The following documents which are annexures to this agreement should be deemed to form and be read and construed as part of this agreement viz.
- i) Annexure-A Notice Inviting Tender (Page .. to ..)
 - ii) Annexure-B Detailed Tender Notice (Page To)
 - iii) Annexure-C Tender Evaluation and Bid Assessment
 - iv) Annexure-D Tender Memorandum
 - v) Schedule –A General terms & conditions. Special conditions and General technical specification (Page To ...)
 - vi) Schedule- B The probable Quantities and Amount (Page ... to ...)
 - vii) Schedule-C Negotiation letters –
 - viii) Schedule-D Letter of Acceptance/Work Order (Page .. to ..)
- 6) 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.
- 7) The company has received a sum of Rs..... towards Performance Security Deposit (1st part of Security Deposit) in the form of demand Draft / Certified Cheque / B.G./other form (details to be furnished).
- 8) The said contractor hereby covenants with the company that the company shall deduct at 5% of R/A Bills as Retention Monet (2nd 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 Srion behalf of _____ Signature

(Name of Company) in presence of –

3. Name : _____ Signature

4. Address:

PROFORMA OF BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT

South Eastern Coalfields Limited,
Seepat Road,
BILASPUR – 495 006

Dear Sir,

- (1) In consideration of SOUTH EASTERN COALFIELDS LIMITED having its Registered Office at Seepat Road, Bilaspur (hereinafter called “the Company” which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed to accept from M/s. _____ having its registered _____ office _____ at _____ (hereinafter called “the said Bidder” which expression shall unless repugnant to the subject or context includes its successors and assigns) a Bank Guarantee from a nationalized or scheduled Bank in lieu of deposit of Bid Security / Earnest Money in cash / Bank Draft for due fulfilment of the terms and conditions in the Tender No. _____ dated _____ we _____ Bank (hereinafter referred to as “the Bank”) having its office at _____ do hereby undertake to pay to the company an amount not exceeding Rs. _____ (Rs. _____) on demand by the Company for the reason of any breach by the Bidder of any of the Terms and Conditions contained in the said Tender. The decision of the company as to whether any such breach having been committed by the Bidder shall be final and binding on us.
- (2) We _____ Bank do hereby undertake to pay an amount due and payable under this guarantee without any demur merely on demand from the company stating that the amount claimed is due from the Bidder for the reason of breach by the said Bidder of any terms and conditions contained in the said tender or for the reason of the Tender failing to keep the tender valid. Any such demand made on the Bank shall be conclusive. As regards the amount due and payable by the Bank under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rs. _____)
- (6) We the said Bank further agree that the Guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect till demand or claim under this guarantee is made on

us in writing on or before the 58 (Nit.561 dt 22.07.13)
from all liabilities under this guarantee hereafter.

- (7) We the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing and agree that any change in the constitution of the said Tender or the Bank shall not discharge our liability hereunder.
- (8) This guarantee issued by Shri _____ Designation _____ who is authorized by the Bank dated _____ day of _____ 2008.

| Signature of the authorized person

For and on behalf of the Bank

Place _

_(Under jurisdiction of [Bilaspur](#) court only.)

PROFORMA OF BANK GURANTEE FOR PERFORMANCE SECURITY

OF THE CONTRACT

(On Non Judicial stamp paper not less than worth Rs. 250.00)

To.....

.....

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

(name of the) and (name of the Contractor)

M/s. (Name and address of the Contractor) (hereinafter called "the Contractor" with M/S.

..... (name of the Company) (hereinafter called "the Company") to execute

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 the Bank Guarantee from a Nationalised bank for a sum of Rs..... as security for due compliance and performance of the terms and conditions of the said contract.

The (Name of the Bank) having its Office at..... has at the request of the Contractor agreed to give the Guarantor hereinafter contained.

We, the Bank (hereinafter called "the Bank" do hereby unconditionally agreed with the Company that if the contractor shall in any way fail to observe or perform the terms and conditions of the said contract or shall commit any breach of its obligation there-under, the Bank shall on demand and without any objection or demur to pay to the company the said sum of Rs..... or such portion as shall then remain due with interest without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the sum, or 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.

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

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

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

the Company under this guarantee shall cease and the Bank shall be relieved and discharged from all liabilities hereunder except as provided in the preceding Clause.

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

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

We, the said Bank further agree that the Guarantee shall be operative at our Branch located at(Name and address of Branch located at(when the issuing Bank has no branch at Bilaspur)).

Dated, this day of.....

Signature of the authorized person

For and on behalf of the Bank

Place

(Under jurisdiction of Bilaspur court only.)



SOUTH EASTERN COALFIELDS LIMITED.

(A subsidiary of Coal India Limited.)

CONTRACT MANAGEMENT CELL

SEEPAT ROAD, BILASPUR(Chhattisgarh) Pin: 495006.

TENDER DOCUMENT

PART - II

(PRICE - BID)

FOR

NAME OF WORK: Hiring of 02 Nos.-52 seats capacity School buses (manufacture not prior to year 2011) on monthly rental basis for a period of 03 Years (33 effective Months) with drivers, Khalasies , in various slices at Raigarh Area.



South Eastern Coalfields Limited
(A Subsidiary of Coal India Limited)

Contract Management Cell
SECL-Bhawan, Seepat Road
Bilaspur-495 006(Chattisgarh).

Website:
www.secl.nic.in
E-mail:
gcmc@seclhq.com
Tel : (07752) 246328
Fax : (07752) 246458

PART – II (Price Bid)
(To be submitted in sealed cover)

1. NIT No. SECL/BSP/CMC/ 17/561 Dt.22.07.13
2. Name & Address of Tenderer:
3. Ownership status to Tenderer :
4. Name of Person/Official (with – :
designation) authorised to
submit price bid.
5. Amount of Earnest Money Deposit: As per NIT
(@ 1% of the annualized value)
6. Date of Opening of Tender : As per NIT
(as per tender notice)

(Signature of Tenderer with seal)

Date.....



South Eastern Coalfields Limited
Contract Management Cell
2nd FLOOR, SECL BHAWAN
Seepat Road, Bilaspur (C.G.) 495 006

PART-II (PRICE-BID)

NIT No. SECL/BSP/CMC/ 17/561


Dt.22.07.13

INSTRUCTION TO BIDDERS FOR QUOTING THE RATES

1. Rates are to be quoted in words as well as in figures.
2. It is to be noted that any correction should be avoided, whether type written or hand written.
3. Corrections where unavoidable, shall be made by crossing out & rewriting, attested with full signature and date by the tenderer. Erasing or over writing in the tender documents may disqualify the tender.
4. The basic quoted rate should be fixed & firm, inclusive of all applicable Taxes and expenses, but **excluding diesel cost & service tax** . However cost of diesel shall be reimbursement on the basis of fuel efficiency and prevailing Local market fuel price, subject to production of documentary evidence.
5. Service Tax will be dealt by the Area as per recently amendment in finance Bill-2012/as applicable during execution of the work.
6. The bidders must quote offer for all Nos. of vehicles .Quoting rates for part/fraction of total Nos. of vehicles will not be acceptable, fraction shall be treated as irresponsible tender.
7. Item rate should be quoted against individual item should be type or hand written both in figures and words in Bill of Quantities enclosed.

(Signature of Tenderer with seal)

Date.....

	South Eastern Coalfields Limited (A Subsidiary of Coal India Limited)	Website: www.secl.nic.in E-mail: gmcmc@seclhq.com
	Contract Management Cell SECL-Bhawan, Seepat Road Bilaspur-495 006(Chattisgarh).	Tel : (07752) 246328 Fax : (07752) 246458

NIT No. SECL/BSP/CMC/ 17/561

Dt.22.07.13

BILL OF QUANTITY / PRICE BID
 (Part- II to be submitted in separate sealed envelope)

1. Description of work - Raigarh Area.

Hiring Of 02 Nos.-52 Seats capacity School buses on monthly rental basis, year of manufacture not prior to year 2011 with drivers, Khalasi etc. for a period of 03 Years (33 effective Months) for use at Raigarh Area in various slices, as per following details.:

Slice No.	Name of Place , where vehicles will be deployed	Number of Bus required	Average running km per month / vehicle	Quoted Rate per month per bus	Total amount for 03 Years (33 effective Months)
1	2	3	4	5	6
A	For use at Baroud Sub Area.	01 No. (52 seats capacity)	3000 kms		
B	For use at Chhal Sub Area	01 No. (52 seats capacity)	3400 kms		

Cost of Diesel shall be reimbursed as per following details:

(i) Diesel cost at fuel efficiency for both the Slices -A & B : @ **3.25 km/Litre** of diesel.

- Reimbursement of fuel shall be done on actual running of the vehicles on the basis of fuel efficiency and prevailing Local market fuel price, subject to production of documentary evidence.
- Reimbursement of Toll-Tax, Entry Tax, Parking expenses shall be done as per actual subject to Production of money receipt.
- The quoted rates should be inclusive of all applicable Taxes and expenses, but excluding Service Tax & Diesel cost. Service Tax will be dealt by the Area as per recent amendment in finance Bill-2012/as applicable during execution of work.
- Conditional tender shall be liable for rejection.

(Signature of Bidder with Seal)

Date.....