

**Steel Authority of India Limited
Collieries Division
Centralised Collieries Contract Cell
1, Stadium Road, Kulti – 713 343**

Tender Notice

NIT Ref : DGM/CC/16-17/ 228

Dated: 30.03.2017

Sealed tenders are invited in the Company's prescribed form in 2 (two) part from the bonafide, resourceful contractors having relevant experience.

Description of job : **Providing Training on Driving of Light Motor Vehicle to Local People under CSR.**

Earnest Money: **Rs.5000/- (Rupees Five Thousand) only**

Cost of tender papers (non-refundable):- **Rs.200/- (Rupees Two Hundred) only**

Last date of downloading : 18.04.2017 upto 6.00 P.M.

Due date & time of submission : 19.04.2017 by 11.00 AM

Date & time of opening : 19.04.2017 at 11.15 AM

Tender document (non-transferable) can be downloaded from our website. For details please refer to **<https://www.saitenders.co.in>**

Asstt. General Manager (S&E)-CC

Tender to be submitted in Two (2) Parts

NIT REF. NO. DGM/CC/16-17/228 Dt.30.03.2017

**Job :- Providing Training on Driving of Light Motor
Vehicle to Local People under CSR.**

SAIL-COILLIERIES DIVISION
Centralised Collieries Contract Cell
1, Stadium Road, Kulti - 713343

INVITATION TO TENDER (Part -1)

REF : DGM/CC/16-17/228

Date : 30.03.2017

Job :- Providing Training on Driving of Light Motor Vehicle to Local People under CSR.

1) Sealed tenders are invited in the Company's prescribed form in from the bonafide, resourceful contractors, having necessary experience,

a) i) Name & Address of the Tenderer :
.....
Phone no :

ii) Name of accredited agent/Representative for the purpose of communication at site.....

b) Completion Time of Job : **06 (six) Months**

c) Name of Bank.....Branch.....Account no..... (to which payment shall be credited)

d) The Contractor is required to quote Income tax PAN in all bills.

e) Contract will be awarded to 01(One) party as per laid down procedure.

2) **Tender Paper Cost** : For tender documents downloaded from website, cost of tender documents are to be deposited as a separate demand draft , failing which tender will be rejected.

Demand Draft no. _____ Date _____

Name of Bank _____

3) Earnest Money :Demand Draft no. _____ Date _____
Name of Bank _____

a) Account payee Demand Draft / Pay order / Banker's Cheque for **Rs.5000/-(Rupees Five Thousand) only** from any Scheduled Commercial Bank except Co-operative & Gramin Bank, in favour of SAIL-COILLIERIES DIVISION payable at Dhanbad/Chasnalla to be enclosed. The Demand Draft shall be dated later than the tender issue date. Without Earnest money tender paper will be summarily rejected.

4. Submission & Opening of Tender :

a) Completed tenders will be received **upto 11/00 AM on 19.04.2016** in the office of the Centralised Collieries Contract Cell (CCCC) tender box.

b) The Techno-commercial bid(Part-1) will be opened on the **19.04.2017 at 11/15 am** in the office of CCCC, 1, Stadium Road, Kulti. Reverse Auction will be held / Price bid (Part-II) will be opened for those tenderers who will be successful after evaluation of Techno-commercial bid and will be intimated in due course.

c) Tenders submitted by Post/Courier service must reach before due time of submission.

5. The Company reserves the right to accept / reject any or all the tenders or split the work or cancel /extend the date of submission of, the NIT without assigning any reason thereof and no correspondence will be entertained in this regard.

6. In case of conflict/contradiction between Special terms & Conditions and General Terms & Conditions of Contract, the Special Terms & Conditions of Contract will prevail.

7. I/We agree to abide by the Invitation to Tender, General terms & Conditions of Contract & Special Terms & Conditions of Contract (all Part - 1) & Price Bid (Part - 2), enclosed with this tender after signing each of its page by the tenderer.

8. Signature :

Signature of tenderer _____

Full name of the tenderer _____

Full Address of the tenderer _____

SAIL-COLLIERIES DIVISION
Centralised Collieries Contract Cell
1, Stadium Road, Kulti - 713343

Instructions to Tenderers

Tender Ref : DGM/CC/16-17/ 228

Dt. 30.03.2017

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- i) Tender is to be submitted in 2(two) Parts as indicated hereunder.
 - ii) Earnest Money Deposit (& Tender Paper Cost DD in case of downloaded tender) - should be submitted in one separate envelope i.e. not with either Part - I OR Part II superscribed "Earnest Money Deposit and Tender Paper Cost"
 - iii) Techno-Commercial Bid (Part -I) comprising of Instructions to tenderers , Invitation to tender , General Terms & Conditions , Special Terms & Conditions of Contract and all other documents as per Clause 14 of General Terms & Conditions of Contract should be submitted in one separate envelope.
 - iv) Price Bid (Part II) - should be submitted in one separate envelope.
 - v) The name & address of tenderer, description, tender ref. should be written on the envelopes. All the envelopes should be placed in a bigger sealed envelope on which the tender ref. no & date, name & address of the tenderer and date of opening should be written.
 - vi) Tender not submitted in two parts shall be liable for rejection.
 - vii) If Tender Paper Cost and Earnest Money are not found as per Clause (ii) of Instructions to Tenderers then the tender of the party will stand summarily rejected.
 - viii) The tenders should be carefully submitted with all necessary documents as per Clause 14 " Documentation " of General terms & conditions of Contract and documents required under Special terms & Conditions ,if any .Company will enter into further correspondence with the tenderers after submission of the tender at its discretion only if found necessary.
 - ix) All -inclusive rates except Service Tax to be quoted against each item in the Price Bid Format Service tax will be paid separately if applicable. Please note that any other Taxes and / or duties if indicated separately, will be taken into consideration for evaluation and ranking . Profits ,overheads or any other item not mentioned in the format should not be indicated separately . Conditional price bids not as per terms & conditions of the contract will be rejected.
 - x) Reverse Auction / Price bid (Part-II) opening will be at a later date for those tenderers who will be found QUALIFIED after evaluation of Techno-commercial Bid subject to requisite number of qualified tenderers as per procedure and this will be intimated in due course.
 - xi) It is mandatory to fill up Clause 25 " Declaration " of the tender (General terms & Conditions of Contract).

Special Terms and conditions

NIT Ref. N. DGM/CC/16-17/228 Dt.30.03.2017

Job : Providing Training on Driving of Light Motor Vehicle to Local People under CSR.

1. Responsibility of SAIL will be restricted to payment only for training of driving of Light motor vehicle and other services as mentioned in scope of work.
2. Compliance of all statutory requirements in connection with the training of Light motor vehicle will be the sole responsibility of the training provider and there will be no involvement of SAIL in this regard.
3. Since efficacy and effectiveness of training can be judged only when Driving License is issued to the trainees, following schedule of payment will be maintained :-
 - (a) 50% of payment will be made at the time of after enrolment and before start of training.
 - (b) 25% of payment will be made after completion of training. A certificate in this regard has to be issued by the training provider for each candidate.
 - (c) 25% of payment will be made after obtaining driving license by the candidates. A copy of Driving License duly attested by the training provider and the candidate concerned is to be submitted to SAIL-Collieries Division, Chasnalla for all candidates.
4. The training provider to submit self attested photocopies of following documents with tender :-
 - (a) Valid registration and License showing the job of providing driving of Light Motor Vehicle training.
 - (b) Any other document required by SAIL.
5. The training provider to provide bank details for obtaining payment.
6. Executing Authority: DGM (CSR) or his authorised representative and CSR Implementation Committee.
7. Inspecting Authority: DGM (CSR) or his authorised representative and CSR Implementation Committee.
8. Paying Authority: AGM (Finance), SAIL-Collieries Division.
9. Period of Training: As per schedule of the Training Institute.
10. Duration of Contract: 6(Six) months.
11. The Training Provider to enter into agreement with SAIL within 07(Seven) days of receipt of work order and start of work within 10 days of receipt of work order.

Eligibility Criteria

1. The Motor Driving School/Institute recognized by the govt. of Jharkhand with valid license under Central Motor Vehicle Act 1988.

Signature and Official Seal of Contractor

Scope of work

NIT Ref. N. DGM/CC/16-17/228 Dt.30.03.2017

Job : Providing Training on Driving of Light Motor Vehicle to Local People under CSR.

1. To collect names of applicants and photocopies of applicants from SAIL-Collieries Division, Chasnalla.
2. To establish contact with the candidates.
3. To register names of the candidates.
4. To arrange for all medical tests and formalities including arrangement of 'Learner License' as required by the institute and statute for all the candidates. The training provider will have to bear all expenses in connection with above.
5. After completion of training, the training provider will have to provide necessary assistance to candidates in obtaining Driving License from the District Transport Authorities and all expenses in this regard are to be borne by the training provider.
6. Training provider will have to arrange for obtaining declaration from all the candidates and their guardians and completion of Agreement between candidates, their guardians and SAIL Collieries Division as per format attached from all candidates and the cost of the same is to be borne by the training provider. These formalities must be completed and submitted to DGM (CSR), SAIL before start of training.
7. Number of trainees to be trained will be 25. However, actual number may be less than 25 in case some of the applications are rejected or some of the applicants do not opt to undertake training.
8. The training provider will arrange to maintain proper attendance records of trainees and will ensure that they are regular in training.
9. The training provider will have to reimburse travelling cost @50% per day to trainees and SAIL will reimburse such expenses to the training provider on receipt of documentary evidence of such payment.

Signature and Official Seal of Contractor

GENERAL TERMS AND CONDITIONS OF CONTRACT

1. DEFINITIONS :-

- a) The term "the Contract" shall mean the Instruction to tenderers, Invitation to tender, the General & Special terms and conditions of Contract, Scope of Work, Price Bid & the tender acceptance by the tenderer.
- b) The term " Contractor" shall mean the person/firm or company with whom the order is placed and shall be deemed to include the Contractor's successors, the representative, heirs, executors unless excluded by the Contract.
- c) The term "Company" shall mean " SAIL-COLLIERIES DIVISION ".
- d) The term "Executing Authority" shall mean the Head of the departments under whom the Contracts are supposed to be executed.

2. G E N E R A L :-

a) After placement of order on the Contractor for the execution of the work if for any reason at any state the Company wished that the work should not be executed the Company will have the right to terminate the Contract at Company's option. If however the work has already been commenced and a part of the job is completed by the Contractor, the Contractor shall be paid proportionately for the completed work only and Contract terminated at the option of the Company.

b) After completion of the work the Contractor shall submit a detailed reconciliation statement of all the materials issued to him, quantities consumed for the execution of the work and the balance left with the Contractor. Balance materials will have to be returned to the department. Please also note that the material which cannot be reconciled will be charged at penal rates (as fixed by the Company) to the Contractor and will be realized from the Contractors bills.

c) The Company reserves the right to appoint additional contractor on this job at its sole discretion.

d) The Contractor shall execute the job in such a manner that it does not affect/hamper the operation/maintenance of existing plants & in accordance to the instructions of the Unit Head Chasnalla/Jitpur or his authorised representative from time to time.

e) On any dispute arising out of this contract, the decision of the Company shall be final, provided that any point found to have been left out herein shall be mutually negotiated.

f) The Contractor shall make his own arrangement for accommodation for himself and for workers at his own cost. He will also provide all tools & tackles and will be for guarding all materials supplied to him by the Company or his own and till the work is completed/handed over to the Company. The contractor shall transport all materials to work site at his own cost. Site will be immediately cleaned and left clean by the Contractor at his own expenses on completion of the job.

3. LABOUR EMPLOYED IN THIS CONTRACT :-

a) All persons engaged by the contractor for fulfillment of this Contract shall be the employees of the Contractor and the Company shall have nothing to do with them, provided that the Contractor shall remove from the job such person or persons, the employment of whom on this job may be objected to by the Unit Head or his Representative or by the management of the Company. The Contractor shall be responsible for the engagement or requisite number of person required for fulfillment of the contract in time.

b) It shall be the responsibility of the contractor to ensure regular payment to the persons employed by him and to provide necessary coverage of Insurance, as per the prevailing Act, Rules & Regulations.

c) In the event of failure of payment to his labour by the Contractor, the Company reserves the right to pay off such labour and to deduct the sum of money so paid either from the Contractor's Bill or from the Security money held by the Company in connection with this Contract.

d) Neither the Contractor nor his labour employed on this contract shall be entitled to any medical or any other benefit from the Company. However, emergency medical facilities shall be provided and the cost thereof shall be realised from the Contractor's bills.

e) A Contractor shall keep responsible agent to receive instructions to draw materials and to execute the job expeditiously within the programme of work given to him.

f) The Contractor will be entirely responsible for injury/death of his worker, employees & must pay full/all compensation in all such cases as per law applicable.

4. STATUTORY RULES :-

a) The contractor shall ensure that the Rules, Regulations and/or disciplinary measures and/or safety procedures that may be in force from time to time at the Colliery are strictly followed by him and the labourers engaged by him or associated with him on this contract.

b) The Contractor shall strictly abide by all laws, State/Central regarding Labour Rules and regulations made thereunder, including prevailing Minimum Wages Act and any breach thereof shall be the direct responsibility of the Contractor and the Company shall not, in any way be involved therein or concerned therewith and shall not be liable to pay any compensation that may become payable by the Contractor due to his own fault, negligence or failure to abide by the said Rules and Regulations.

c) In case of Underground jobs: i) Contractor shall deploy adequate number of Statutory supervisors i.e. Overman & Mining Sirdars as stated in MR 1957 & its associated circulars. ii) The Contractor shall ensure that all workers employed by him/her are duly trained at VTC. iii) The Contractor shall maintain Form B register as required by Mines Act 1952. iv) The Contractor shall provide every employee with Helmets, Hunter shoe/Gum Boot, Cap lamp, belts & other safety appliances & maintain records. v) The Contractor shall be responsible for any breach of the Act, Regulation or Rules which are covered under the Mines or Contract labour.

5. JOB SPECIFICATION & COMPLETION :-

I. Job specifications are provided in ANNEXURE-II(Price bid format).

- II. All materials used in the construction will be of approved quality. All work to be completed in proper and workman like manner and defective work shall be rectified by the Contractor at his own cost on being pointed out.
- III. Work is to be taken up immediately when ordered and completed with all expenditure as per the programme of work order.
- IV. The Heads of different departments under whom the Contracts are supposed to be executed shall make any variation of the form of quality or quantity of work or any part thereof that may in his opinion, be necessary and the Contractor shall abide by his decision.

6. **PAYMENT TERMS :-** Payment will be made on the basis of Schedule of Rates as per actual quantity of job executed.

Payment Schedule will be as under :-

- a) 30-days for payment of each running Bill along with the requisite documents.
- b) 60-days for payment of final Bill after completion of all the tests and other formalities as per terms and conditions of the contract.
- c) **Final bill will be cleared on production of proof of A/c wise submission of VV statement to CMPF Office / Finance Department.**

7. LIQUIDATED DAMAGES CLAUSE :-

If the Contractor fails to start and/or complete the work within the stipulated period and /or as required by the company, the Contractor shall pay to the Company as liquidated damages to 1 (one) % of value of work for every week's delay beyond stipulated period provided that the entire amount of liquidated damages under provisions of the clause shall not exceed 10(Ten) % of the value of work order. However, if the delay exceeds 10 (Ten) days the Company reserves the right to terminate the Contract and get the job completed through other Agency/ies at the risk and cost of Contractor.

8. PENALTY CLAUSE :

- i) A penalty from 1% to a max. 10% of Contract value for each specific complaint/unsatisfactory performance and/or default including safety lapses etc. during the tenure of the contract awarded to the successful tenderer, depending upon the nature & extent of the complaint/default etc. will be imposed & realised from bills/security money/earnest money or from any other amount.
- ii) For violation of safety rules etc. following will be the penalty imposed on the Contractor. Penalty will be as indicated in the table below or actual whichever is higher :

i)	After three repeated violations pointed out/warning memos :	Rs. 5000/-
ii)	For any serious accident :	Rs. 10000/-
iii)	For fatal accident :	Rs. 200,000/-

9. EARNEST MONEY :

Tenderer is to deposit in crossed Demand Draft/ pay order/Bankers Cheque in favour of 'SAIL- SAIL-COLLIERIES DIVISION' payable at par at Chasnalla/ Dhanbad. The Demand Draft shall be dated later than the tender issue date. Cash will also be accepted for Earnest money valuing upto Rs.7,500/-(Rupees seven thousand five hundred only).In case of cash deposit, cash receipt from Cash section, Chasnalla to be enclosed along with the tender. No request to adjust the Earnest Money against tenderer's pending Bills will be entertained. Failure to comply with this will render the tender invalid. Small scale units/Ancillary units and Public sector units/Government undertakings and Co-operative societies etc. may be exempted from submission of earnest money as per Government policy. For SSI units, the exemption from submission of EM is to be granted only for the items for which it is registered. Earnest Money will be forfeited in all such cases where the successful tenderer fails to attend negotiation meetings and/or comply with the terms & conditions of the tender or with- draws his offer during the validity period.

This money will be refunded to unsuccessful tenderers after placement of work order. In the case of successful Tenderer this money will be refunded after deposit of Security Money.

10. SECURITY DEPOSIT :-

5% (five) of the value of work order shall be required as Security Money which must be deposited in cash/ crossed demand draft drawn in favour of 'SAIL-SAIL-COLLIERIES DIVISION', payable at par in Dhanbad/Chasnalla. within seven days of the receipt of communication from the company to this effect. Security money will not bear any interest. Bank guarantee from Scheduled Commercial Bank only, will be accepted against contract where value for the same is Rs. 2(two) lacs or more.Successful tenderer's banker should submit the same to the Company by registered post.The Security money thus retained is to ensure proper and due discharge of this contract by the Contractor. Security Deposit may be forfeited in all such cases where the successful tenderer / Contractor fails to comply with the terms & conditions of the tender. This money shall be refunded to the Contractor upon the termination of the contract, provided, however, that the Company shall be entitled to adjust this deposit against any claim from this contract or against any other claim of the Company on the party.In case the Security Deposit or any part thereof is applied to set off any claim of the Company, the Contractor shall be bound to replenish the deficiency immediately without any demand during the currency of the Contract.

11. RETENTION MONEY :-

a) Retention Money of 5%(five) value of the work order will be deducted from each running & final bill of the Contractor and this will be specified in the individual work order.

b) This Retention Money will be refunded 06 (six) months after commissioning or one year after delivery whichever is earlier provided all defects & complaints have been rectified & settled to the satisfaction of the Unit Head or his representative.

For Civil jobs,refund will be made six months or one monsoon after the completion of job, whichever is earlier provided the all cracks, leakage and any other defects which may have appeared during the said period have

been properly rectified by Contractor at his expenses & to the full satisfaction of the Unit Head or his Representative. On default in not carrying out such rectification work, within the time specified in such Notices the Company shall be free to get such work done at the risk and expenses of the Contractor immediately on expiry of the last date for such completion given in the aforesaid Notice and recover such cost from the total Retention Money.

12. VALIDITY OF 'TENDER'

- a) The tenderer will keep the tender valid for a period of 06 (six) months from the date of submission of the tender.

13. RATE : a) All inclusive rates except Service tax (if applicable) to be quoted against each item in the Price Bid Format .Any other Taxes/duties, if indicated separately, will be taken into consideration for evaluation . The Contractor shall quote all inclusive rates against each item appearing in the TENDER including supply of materials, and site clearance if any . When the Company supplies any material, the cost will be recovered from the Contractor's Bill at the Company's current prevailing rates.

b) Total quoted amount arrived at after considering rates quoted against individual items will be the criteria for selecting L – 1 party unless otherwise stated in Special terms and conditions / Price bid format.

c) The rates must be quoted on the basis of firm prices. No escalation will be allowed in this regard.It is being further clarified that no escalation shall be paid on any account whatsoever including possible increase in labour wages due to the following:-

i) Increase in V.D.A due to changes in Consumer price index(CPI). ii) Notifications issued by Central & State Governments. iii) Change in Statutes &/or Rules formed by Central/ State Governments from time to time. iv)The Contractor shall have to make payment to his workmen as per revised wages including arrears if any arising out of the factors mentioned above without passing any financial impact whatsoever to the Company.

d) The order will be placed on the basis of L – 1 quotation and if required, negotiations as per procedure will be held with L-1 Tenderer only. Non-compliance by the tenderer to attend negotiation/discussion shall render his tender liable to rejection with forfeiture of earnest money without further reference.

e) Tenderer shall not quote speculatively & the rate quoted must be workable. If necessary, tenderer must be prepared to submit detailed justifiable rate analysis of the quoted rate supported by necessary documents.

f) If a person quotes unworkable rates (L-1 price is less than the lower limits of the estimated rate) and is considered for placement of Order, the party will be asked to justify the rate quoted and may be required to submit Performance Guarantee Bond (In addition to the Security Deposit) in the form of Bank Draft/Bank Guarantee from a Scheduled Commercial bank. Earnest money of the tenderers who refuse to give PG Bond will be forfeited and they will not be considered for retendering if Order/Contract is not finalized from the present tender.

14. DOCUMENTATION :-(Please also see Special terms & Conditions of Contract if any)

A. Technocommercial bid Part – 1

The Tenderer has to furnish the following self attested photo copies with the techno-Commercial bid :-

- i) In case of Open Tender Enquiry (OTE)
- Up-to-date/valid trade licence.
 - Up-to-date/valid Income Tax Clearance certificate.
 - Up-to-date/valid Sales Tax Registration Certificate of State/Central Govt. as per prevailing Sales Tax Act or Service tax registration if applicable.
 - Up-to-date/valid Labour Licence if required. (to be submitted after issuance of work order but before start of work).
 - Partnership Deed/Affidavit of proprietorship.
 - Banker's Certificate.
 - Group Insurance if required to be submitted after issue of Work order.
 - Work orders with experience certificate in line with the job (Within last three calendar/financial years). Experience, as sub-contractor shall not be accepted. Proof of experience required under Special terms & conditions of Contract to be enclosed.
- ii) Earnest Money Deposit.
- j) Any other document as asked for in Invitation to tender/Special terms and conditions, are required to be submitted.
- ii) In case of Limited Tender Enquiry (LTE),
- Earnest Money.
 - Copy of Registration Certificate of Chasnalla/Jitpur.
 - Proper & valid Labour licence & Group Insurance if required to be submitted after issue of Work order but before start of Work.
 - Any other document as asked for in Invitation to tender /Special terms and conditions, are required to be submitted.

In absence of above documents the Company has every right to reject the tender unless exemption from submission of certain documents is given in Special terms & conditions.

B. Price bid Part - II

The Tenderer has to quote his rates against the item specified in Bill of quantities/Price Bid Format and place it in a separate sealed envelope . Techno-Commercial Bid Part (I) will be opened first on the scheduled date & time.In case of two part tender Price bid of only those tenderers will be opened who qualify in Part (I). It will be opened at a later date.

15. FORCE MAJEURE :

If at any time during the continuance of the Contract, the performance in whole or in part by either party of any obligation under the contract shall be prevented or delayed by reason of any work, civil, commotion sabotage, floods, explosions, quarantine restrictions, strikes, lockouts or acts of God at Contractor/Company's works only (hereinafter referred to as events) provided notice of happenings of any such events with documentary evidence is given by either party to the other within fifteen days from the date of occurrence thereof, neither party shall by reason of such events, be entitled to terminate this contract nor shall either party have any claims for damages against the other in respect of non-performance or delay in performance and the delivery of work under the contract shall be resumed after such event has ceased to exist provided that power-cut interruption shall not be treated as an event under Force Majeure condition. Notwithstanding anything to the contrary stated herein, the Company shall have the right prior to the end of the event of Force Majeure to terminate the Contract without any compensation to the contractor if the Contract is suspended by the occurrence of the event of Force Majeure for the period of more than ninety (90) days.

16. TERMINATION OF CONTRACT :

In the ordinary course the contract shall be terminable by a month Notice on either side during the tenure of the contract provided, however that the Company shall be at liberty to terminate the contract without prior Notice and without any compensation whatsoever in lieu of Notice in the following event : i) If the Contractor's work be found unsatisfactory. ii) If the Contractor be involved in any action causing breach of peace or discipline at the Colliery. iii) If the Contractor be involved in any action involving moral turpitude and iv) If the Contractor fails to comply with any of the terms and conditions, herein mentioned.

17. ARBITRATION :-

Arbitration clause on the guidelines of public enterprises shall be followed & incorporated into the contract/agreement. In the event of any dispute or difference arising under or out of the contract, the same shall be referred to sole arbitration of the Executive Director (Collieries), SAIL and if the Executive Director (Collieries), SAIL is unable to act, sole arbitration of such other persons appointed by Executive Director (Collieries), SAIL willing to act such. The award of the Arbitration shall be final, conclusive and binding on parties to the contract. Subject as aforesaid the provisions of Arbitration Act, 1940, or any statutory modification or enactment thereby and the Rules made therein and for the time being in force shall apply to the Arbitration proceedings for this clause.

18. Risk Purchase Clause :-

If a Contractor fails to execute the job as per terms & conditions of the Contract then the management may terminate the Contract and get the job executed by another party at the Contractor's risk & expense. Extra cost incurred by the Company will be recovered from the Contractor's Security Deposit, pending bills and Retention money.

19. Idle labour & machinery : No claim against idle labor & machinery will be entertained under any circumstances.

20. Banning of Business dealings : The Company reserves its rights to remove from the list of approved Contractors or to ban business dealings if any agency have been found to have committed misconduct & also to suspend business dealings pending investigation.

21. Guarantee Clause : There will be minimum 6(six) months guarantee unless otherwise mentioned in the Special terms & Conditions, from the Contractor for all repair & erection/construction jobs. In case of failure within guarantee period the job has to be carried out at the Contractor's own cost.

22. Waiver Clause : Non-enforcement of the terms of the Contract by the Company shall not be deemed as waiver in favour of the Contractor.

23. Applicable laws : The Contractor shall be governed by Indian Law & subject to exclusive jurisdiction of the Court of Dhanbad.

24. Tender downloaded from Website : It shall be the responsibility of the persons submitting the tender to ensure that the tenders have been submitted in the formats and as per the terms and conditions prescribed in the SAIL-COLLIERIES DIVISION, SAIL Website and no change is made there in before submission of their tender. In the event of any doubt regarding the terms and conditions / formats, the person concerned may seek clarification from the authorized officer of SAIL-COLLIERIES DIVISION, SAIL. In case any tampering / unauthorized alteration is noticed in the tender submitted, from the Tender Documents available on the SAIL-COLLIERIES DIVISION, SAIL Website, the said tender shall be summarily rejected and the company shall have no liability whatsoever on the matter. However, deviation if any proposed by the tenderer may be separately indicated for acceptance or otherwise of SAIL-COLLIERIES DIVISION, SAIL. Such proposed deviation will not be treated as tampering for the purpose of application of this clause.

25. DECLARATION :-

I/We declare that :-

a) I/We have relative / no relative within the meaning of Section 6 read with Schedule 1A of the Company's Act, 1956 employed in any capacity in the Company & furnish full name & particulars of position held by the relative.

(Strike out whichever is not applicable)

ii) It is compulsory for the tenderers to fill up the following format.

I/We hereby declare that the following is/are the proprietor/partners of the said firm.

1)..... 2).....

iii) I/We also declare that the proprietor/partners of the firm has/have got the following relations with the employee working in the plant/unit/colliery complex concerned.

SL.No	Name of Proprietor/ Partner	Name of employee to whom related	Department/ Designation	Relationship
1.....
2.....

26. Undertaking with respect to Service Tax : I hereby give this undertaking I shall take Service Tax Regn. if applicable to the job within 30(thirty) days of issue of LOI/Work order. I also understand that in case of failure to submit the Registration as required under law our bills will not be processed for payment. Service tax will be reimbursed to us on production of documents as per relevant rules.

27. SIGNATURE :

- a) I/We agree to abide by the Invitation to Tender ,General terms & Conditions of Contract & Special Terms & Conditions of Contract (all Part – I) & Price Bid (Part - II), enclosed with this tender after signing each of its page by the tenderer.
- b) I/We confirm no employee of the Company (SAIL-COLLIERIES DIVISION) will supervise and execute any work when allotted to me/us under this contract.
- c) I/We understand that the terms and conditions in the tender form,General & Special terms and conditions, Invitation to tender are final for all purposes and no other terms and conditions shall be accepted by the Company.
- d) Unless and until a formal agreement is prepared at my/our cost and the written acceptance of the same by the company, the Invitation to tender, Special terms and conditions and General terms and conditions shall constitute a binding contract between the company and me/us.
- e) If my/our tender is not accepted, I/We shall not be entitled to claim any costs , charges, expenses of & incidental to or incurred by me/us through or in connection with my/our submission of tender even though the Company may elect to withdraw the Invitation to tender. Mere sale or issuance of tender paper does not bind the Company in any way in respect of the proposed Contract with the purchaser of tender paper.

I/We understand that failure to comply with any of terms and conditions renders the Tender "I N V A L I D" and no correspondence will be entertained by the Company on account of this.

(Seal & Signature of the "TENDERER")

Full Name of Tenderer:.....

Name of Firm :

Full address of Tenderer:.....

Price – Bid Format

NIT Ref. N. DGM/CC/16-17/228 Dt.30.03.2017

Job : Providing Training on Driving of Light Motor Vehicle to Local People under CSR.

Sl. No.	Description	Qty.	Unit	Rate (INR)	Amount (INR)
1.	Theoretical and Practical Classes.	15	Nos.		
2.	Medical fitness test and Eye testing.	15	Nos.		
3.	Obtaining Driving License after completion of training.	15	Nos.		
4.	Cost of preparation, registration and obtaining 2 nos. declarations and 1 no. Agreement from candidates.	15	Nos.		
5.	Cost of Non-Judicial stamp paper.	15	Nos.		
6.	Fooding and Lodging	15	Nos.		
7.	Transportation	15	Nos.		
8.	Total	15			

Total Rupees in word.....

.....)

Signature and Official Seal of Contractor