



**EASTERN COALFIELDS LIMITED**  
(A Subsidiary of Coal India Limited)  
Office of the General Manager, Pandaveswar Area, ECL.  
P.O.- Pandaveswar, Dist – Burdwan (WB), Pin – 713346

## **TENDER DOCUMENT**

N.I.T No. :- GM/PND/SAFETY/TEND/2012/REV/05 DATED 11-01-2012

**CONSTRUCTION OF 14 NOS ISOLATION STOPPINGS AT  
PANEL D-4 A IN R VII (A+B) SEAM AT DALURBAND COLLIERY**

Eastern Coalfields Limited  
(A Subsidiary of Coal India Limited)  
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Tender Notice No. : GM/PND/Safety/Tend/2012/Rev/05

Dated 11-01-2012

Name of Works: **CONSTRUCTION OF 14 NOS ISOLATION STOPPINGS AT PANEL D-4 A  
IN R VII (A+B) SEAM AT DALURBAND COLLIERY**

Date & time of submission of Tenders. : 7-2-2012 from 10.00 AM to 3.30 PM

Date & Time opening of tender (Part-I) : 7-2-2012 at 4.30 Pm

Name & address of the Tenderer to whom issued. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of issue. \_\_\_\_\_

Cost of Tender Paper each: Rs/- 284.00 (Non –refundable) for each work.

Cash receipt no. & Date \_\_\_\_\_

Signature of the Person  
Issuing Tender Papers.

# Tender Document

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## Eastern Coalfields Limited

(A Subsidiary of Coal India Limited)

Office of the General Manager, Pandaveswar Area, ECL.

P.O.- Pandaveswar, Dist – Burdwan (WB), Pin – 713346

Ref. No: - GM/PND/Safety/Tend/2012/Rev/05

Dated 11-01-2012

### **Notice Inviting Tender**

Sealed tenders are invited from bonafied / enlisted and experienced contractors of ECL / Central Govt/ State Govt /Other PSUs for the works as detailed below at Dalurband Colliery of Pandaveswar Area on Percentage Rate/ Item Rate basis.

Item No.	Particular of the Job	Estimated Cost	EMD	Cost Of Tender Paper	Time of Completion
1.	Construction of 14 no. isolation stopping at panel D4-A in RVII(A+B) seam at Dalurband Colliery	`956219.65	`9562.00	`284.00	One & half month

#### ISSUE OF TENDER DOCUMENTS:

Tender documents will be issued from 3-2-2012 to 5-2-2012 during office hour on all working days up to 12.30 PM.

#### AVAILABILITY OF TENDER DOCUMENTS.

Tender documents including terms & conditions of work shall be available on our website [www.easterncoal.gov.in](http://www.easterncoal.gov.in). Tender documents can also obtained from the office of the General Manager, Pandaveswar Area during working hour on submission of the cash deposit receipt of the cost of the tender document/ documents after depositing the same at cashier, Pandaveswar Area office. In case of down loading of the document from our website the cost of tender document shall have to be deposited in the form of *DEMAND DRAFT* in favour of Eastern Coalfields Limited, Pandaveswar Area A/C No-11214096153 SBI, Asansol main branch along with earnest money.

#### LAST DATE OF RECEIPT OF TENDER:

Tender can be submitted on 7-2-2012 from 10.00 AM to 3.30 PM in the Office of the General Manager, Pandaveswar Area and the same will be opened on the same day at 4-30 PM in the presence of intending tenderer or their authorised representatives & tender committee members.

#### GENERAL INSTRUCTION FOR SUBMISSION OF TENDERS:

1. The tenderers is/are required to submit his/their offer in prescribed form only in sealed covers giving reference of tender Notice No & item no Date and name of the work. Offer should be specific in two parts, Part I & part II as specified in the tender document in separate sealed cover indicating clearly as Part I & part II giving reference to the serial no of notice for which they are submitting the tender & earnest money are to be put under a separate cover duly sealed. All these three sealed envelop is to be put in another sealed envelop on which all details of the tender is to be written on bold letters.
2. For further details please see tender documents.
3. Intending tenderers are advised to inspect the site before quoting rates. No dispute regarding lead etc would be admitted.
4. All the documents (including any overwriting in the tender) submitted by the tenderer shall be duly signed and stamped by the concerned party.
5. The contractors shall have to ensure implementation of CMPF & miscellaneous provisions of Act, 1948 and other statutory provisions framed there under in respect of contractor's workers deployed by him and will have to recover statutory dues and deposit the same along with the employer's contribution, Contractor's share to the respective CMPF office and to submit statutory return under intimation to principal employer.

6. ECL will not be liable for any compensation due to stoppage / change in scope of work due to local disturbance, change in Govt. policy, law and any other order of judiciary, obstruction or delay by any outside elements/agency.
7. Conditional offer will not be entertained from the tenderers.

#### ELIGIBILITY

- a) Experience of having successful completed similar works during last 7 years ending 30<sup>th</sup> November, 2011 should be either of the following:-
  - i) 3 similar complete works each costing not less than the amount equal to 40% of the estimated cost or
  - ii) 2 similar complete works each costing not less than the amount equal to 50% of the estimated cost or
  - iii) 1 similar complete work not less than the amount equal to 80% of the estimated cost.
- b) PAN number, trade licence, VAT registration is to be submitted along with tender.

#### PENALTY.

The completion of work within the stipulated time is essence of the Contract. Penalty as per general Terms & Conditions for non-completion of work in time will be imposed.

#### GENERAL

The company is not under any obligation to accept the lowest tender/tenders and reserve the right to reject any or all the tenders however with due reason/reasons whatsoever and may also distribute the work and allot the work/works to more than one tenderers at its sole discretion.

ECL shall not be responsible for any consequence due to misprinting or any wrong translation/interpretation of any part of the NIT or tender document The tenderers should contact the tendering authority and verify the facts in case of any confusion.

#### VALIDITY PERIOD OF RATES QUOTED:

Minimum four calendar months from the date of opening of price bid.

General Manager  
Pandaveswar Area.

#### Distribution.

1. The TS to CMD/DT (P&P), DT (OP), ECL.
2. GM Vigilance, ECL HQ,
3. CGM/GMs All Areas, ECL,
4. All Area Manager(PCD)/ All Agents Pandaveswar Area, With a request to display in Notice Board,
5. All Tender Committee Members & Cashier- Kottadih Colliery
6. Chamber of Commerce Raniganj/Asansol
7. All Notice boards Pandaveswar Area.

## Detailed Tender Notice

1. Sealed item rates tenders in prescribed forms with the name of work superscribed with item no for various underground construction work at Dalurband Colliery as per Tender Notice No. GM/PND/Safety/Tend/2012/Rev/05 Dated 11-01-2012 are invited from bonafide and experienced contractors and will be received at the offices of the General Manager Pandaveswar Area on 7-2-2012 up to 3.30 PM. Tenderer may submit their tender offer in the aforesaid offices as per above schedule. Tenders will be opened at 4.30 P.M. on 7-2-2012 in the office of the General Manager, Pandaveswar Area, P.O. Pandaveswar, Dist. Burdwan in presence of the attending tenderers or their authorised representatives & tender committee subject to submission of valid and requisite Earnest Money.
2. (a) Tenders should be submitted in the prescribed form in time.  
Tender documents including terms & conditions of work shall be available on our website [www.easterncoal.gov.in](http://www.easterncoal.gov.in).  
**No tender shall be issued or received by Post.**
  - 2(b) Tender received late will be returned to the concerned agency unopened.
  - 2(c) Tenders thus submitted shall consist of the following:
    - (i) Complete set of tender documents as sold, duly filled in and signed on all pages and at different places as required of the tender documents as per the tender notice as applicable.
    - (ii) Latest VAT clearance certificate.
    - (iii) Earnest money deposit (as specified hereafter).
    - (iv) Power of attorney in case the tender is signed by an authorized representative of the tenderer.
    - (v) Full name and address of the tenderer shall be written on the bottom left had corner of the sealed cover.
  - 2(d) The tender document in which the tender is submitted by the tenderer shall become the property of the company and the company shall have no obligation to return the same to the tenderer.
  - 2(e) The tender shall be submitted along with all documentary evidences in support of commercial, credential and technical terms & conditions.
  - 2(f) The tender should be submitted as per the **“Special Guide lines for tenderer for submission of tenders”** as enclosed alongwith this tender document.
3. Earnest money should be deposited alongwith the tender.
4. No tender shall be considered unless accompanied by the said earnest money.
5. The earnest money will be retained in the case of successful tenderer and refunded to the unsuccessful tenderer in due course and will not carry any interest. The earnest money deposited by the successful tenderer will be dealt with as provided elsewhere in tender documents.
6. Every tenderer is expected, before quoting his rates, to go through the requirements of materials/workmanship under specification/requirements and conditions of contract and to inspect the site/area of the proposed work.  
They should quote specific rate in the format for each section of the schedule in the manner as indicated in tender document. The rates shall be written both in words and figures and the amount duly totaled. In the event of any discrepancy between the description in words and figures, the description in words will prevail. The rates for the work should be inclusive of all incidentals, overheads, all taxes, octroi's, duties, leads, lifts, carriage, tools & plant etc. as required for execution and completion of the work. It shall be deemed that the tenderer has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether, they actually visited the site/area or not and have taken all the above factors into account while quoting his rates.

- 7(a) Corrections where unavoidable, shall be made by crossing out and rewriting attested with full signature and date by the tenderer. Erasing or over-writing in the tender documents may disqualify the tender.
- 7(b) The tender shall be submitted either in English or in Hindi, preferably in English
8. The tenderer shall closely study all specification clauses, which govern the rates for which he is tendering.
9. Sales Tax / VAT Clearance Certificate for the last financial year or the last assessment whichever is later or proof of filing the returns for the previous financial year should accompany the tender.
10. The work should be completed within 45 days from expiry of 10 (ten) days from the issue of letter of acceptance of tender / work order or handing over the site, whichever is later.
11. On completion of the work all rubbish, debris, brick bats etc shall be removed by the contractor(s) at his/their own expense and the site cleaned and handed over to the company and shall intimate officially of having completed the work as per contract.
12. The company does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders however assigning reason/reasons whatsoever and to split up the work between two or more tenderers or accept the tender in part and not in entirety.
13. The tenderer(s) will indicate the equipment/machinery/vehicles he / they is/are going to use on this job and also give adequate evidence of his experience in doing similar works and financial capacity to complete the work in time.
14. The tenderer(s) should also state what technical / supervisory personnel he / they will be employing for supervising the work.
- 14(a) Full information should be given by the tenderer in respect of the following:
- i) If an individual: - Full name, postal address, place of business.
  - ii) If proprietary firm:- Name of the proprietor, full postal address of firm / proprietors.
  - iii) If a partnership firm: Full name of partners. Full postal address of the registered office of firm and the partners, registered partnership deed.
  - iv) In case of company: Date and place of registration. Memorandum & Articles of association. Name of the all the Directors. Full postal address of the registered office and all the Directors.
15. Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenders submitted by such tenderers who resort to canvassing shall be liable to rejection.
- 15(a) If the tenderers deliberately give wrong information in their tender and create circumstances for acceptance of the tender, the company reserves the right to reject such tender or rescind contract at any stage.
16. An intending tenderer, after obtaining tender documents on payment, having doubts as to the meaning of any part of the tender documents/ basis of estimate may submit to the official inviting tender a written request for interpretation or clarification thereof. Any interpretation or clarification of the tender documents by formal addendums if issued by the official inviting tender shall only be final and valid and binding on the company and the tenderers.

17. The validity period of the tender shall be 4 (Four) months from the date of opening of price bid. The tenderer shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or vary the tender on any terms thereof without consent in writing of the company.  
In case the tenderer violates to abide by this, the company will be entitled to forfeit the earnest money and reject the tender.
18. The company reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason what-so-ever.
19. This Detailed Tender Notice shall be deemed to be part of the contract / work order.
20. No subletting of work as a whole by the contractor is permissible. Subletting of work in piece rated jobs is permissible with the prior approval of the department.
21. In case the contractor enters into any litigation such action should have to be taken in a court of law with jurisdiction over the place where the subject work is to be executed.

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## General Terms and Conditions

### 1. **Definitions :**

- i) **"Employer" or "Company"** means the Eastern Coalfields Limited, Sanctoria, P.O. Dishergarh, Dist. Burdwan, Pin-713 333.
- ii) **"Principal Employer"** means the Eastern Coalfields Limited, Sanctoria, P.O. Dishergarh, Dist. Burdwan, or the Officer nominated by the Company to function on its behalf.
- iii) The word **"Contractor / Contractors"** wherever occurs means the successful tenderer / tenderers who has / have deposited the necessary earnest money and has / have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or company, as the case may be.
- iv) **"Site "** means the land and places including any building and erection thereon, over, under, in or through which the permanent works or temporary works designed by the engineer are to be executed and any other lands and places provided by the employer for working space or any other purpose as may be specifically designated in the contract as forming part of the site.
- v) The term **" Sub Contractor"** as employed herein, includes those having a direct contract with contractor either on piece rate, item rate, time rate or any other basis and it includes one who furnishes work to a special design according to the plans or specifications of this work but does not include on who merely supplies materials.
- vi) **"Accepting Authority"** shall mean the management of the company and includes an authorized representative of the company or any other person or body of persons empowered in this behalf by the company.
- vii) **"Engineer-In- Charge"** shall mean the officer nominated by the company in the engineering / technical cadre/ discipline who is competent to direct supervisors and authorized to be in charge of the works for the purpose of this contract.
- viii) The **" Contract"** shall mean the notice inviting tender, the tender as accepted by the company, the work order issued to the contractor, and the formal contract agreement executed between the company and the contractor together with the documents referred to therein including general terms and conditions, special conditions, if any scope of work, frozen terms & conditions / technical parameters/ scope of work and revised offer, if any, specifications, drawings including those to be submitted during progress of work, schedule of quantities with rates and amounts.
- ix) A **"day"** shall mean a day of 24 hours from midnight to midnight.
- x) The **" work"** shall mean the works required to be executed in accordance with the contract/work order or parts thereof as the case may be and shall include all extra or additional, altered or substituted works or any work of emergent nature, which in the opinion of the engineer-in-charge, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.
- xi) **"Schedule of Rates"** referred to in this condition shall mean the standard schedule of rates prescribed by the company and the amendments issued from time to time.
- xii) **"Contract amount"** shall mean :
  - a) In the case of turn key contracts the total sum for which tender is accepted by the company.
  - b) In the case of other types of contracts the total sum arrived at based on the individual rates quoted by the tenderer for the various items shown in the "schedule of quantities" of the tender document as accepted by the company with or without any alteration as the case may be.

- xiii) **"Written notice"** shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in persons to the individual or to a member of the contractors firm or to an office of the company for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.
- xiv) **"The Constructional Plant"** means all appliances, tools, plants or machinery or whatsoever nature required in or about the execution, completion or maintenance of the works but does not include materials or other things intended to form part of the permanent work.
- xv) **"The Letter of Acceptance of Tender"** means letter giving intimation to the tenderer that his tender has been accepted in accordance with the provisions contained in that letter.
- xvi) The words indicating the singular only also include the plural and vice versa where the context so requires.

## 2. **Contract Documents :**

The following documents shall constitute the contract documents:

- i) Notice inviting tender /detailed tender notice.
- ii) Article of agreement (if any) / letter of a acceptance of tender/work order.
- iii) General terms & conditions of contract /commercial terms & conditions of contract.
- iv) Additional terms & conditions of contract, if any,
- v) Specifications.
- vi) Schedule of quantities (or Bill of Quantities)/Schedule of works/Scope of work.
- vii) Frozen terms & conditions/technical parameters/ scope of work and revised offer, if any.
- viii) Contract drawings and work program.
- ix) Safety code etc., forming part of the tender.

- 2.1 After award of work and on execution of contract/issue of work order, as the case may be, the contractor shall be furnished, free of charge, one copy of contract documents (certified true copy) excepting those drawings to be supplied during the progress of work. The contractor shall keep copy of these documents, on the site/place of work in proper manner so that these are available for inspection at all reasonable times by the engineer-in-charge, his representatives or any other officials authorized by the company for the purpose.
- 2.2. The contract document shall not be used by the contractor for any purpose other than this contract & 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 in contract documents & adjustments there of.**

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

- a) Description in Bill of Quantities of work.
  - b) Particular specification and special conditions, if any.
  - c) Drawings.
  - d) General specifications.
- 3.1. In the event of varying or conflicting provision in any of the document (s) forming part of the contract, the accepting authority's decision/clarification shall hold good with regard to the intention of the document or contract as the case may be.
  - 3.2. Any error in description, quantity or rate in Bill of Quantities or any omission therefrom, shall not vitiate the contract or release the contractor from discharging his obligations under the contract including execution of work according to the Drawings and Specifications forming part of the particular contract document.

- 3.3. Any difference detected in the tender/ tenders submitted resulting from :
- a) Discrepancy between description in words and figures, the rate which corresponds to the 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 forward in the amount quoted by the contractor shall be corrected.

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

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

4.1 The total Security deposit including earnest money already deposited shall be 10% (Ten percent) of the awarded value of the contract. The contractor shall deposit, immediately but within 30 days after receipt of work order for the work, the balance of 5% of awarded value after adjustment of the earnest money already deposited as **Security** deposit. Failure to do so shall entail cancellation of the letter of Intent /award of work & forfeiture of earnest money deposit. The balance amount of 5% Security Deposit as “**Retention money**” shall be recovered from Running-on-Account bills of the contractor for the work done under the contract and shall remain at the disposal of the company as security for the satisfactory execution and completion of the work in accordance with the provisions of the contract/work order. The security deposit amount shall not carry any interest.

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

#### 4.3 **Refund of security deposit:**

The refund of security deposit shall be subject to company's right to deduct /appropriate its dues against the contractor under this contract or under any other contract. On completion of the entire work and certified as such by the Engineer-in- charge for taking over work with defect lists, ‘**Performance guarantee**’ part of the security deposit remaining with the company shall be refunded. The other part shall be refunded to the contractor on the expiry of six months from the date of completion as intimated officially to the contractor subject to the following conditions:

- a) Any defect/defects in the work, if detected after issue of completion certificate is/ are rectified to the satisfaction of the Engineer-in-charge within the said period of six months, failing which, on completion of the rectification of work as required.

#### 5. **Deviations/ variations in quantities and pricing.**

The quantities given in the "Schedule of Quantities" are based on estimates and are meant to indicate the extent of the work and to provide a uniform basis for tendering and any variation either by addition or omission shall not vitiate the contract.

- 5.1 The company through its Engineer Incharge or his representative shall, without radically changing the original scope and nature of the work, under contract, have power to make any alterations in or additions to or substitution of the original specifications, drawings, designs and instructions that may appear to be necessary or advisable during the progress of the work. The contractor shall be bound to carry out the works in accordance with the instructions given to him in writing by the Engineer Incharge or his representative on behalf of the company. Such altered or additional or substituted work, which shall form part of the original contract, shall be carried out by the contractor on the same terms & conditions in all respects on which they agreed to do the main work and at the same rate/rates as are specified in the contract/ work order except in such cases as specified hereafter.
- 5.2. Alteration in the quantities shall not be considered as a change in the conditions of the contract nor invalidate any of the provision thereof provided that a supplementary work order or agreement for the item / items involved will be necessary when the alternation involved one or more of the followings :
- i. An increase or decrease of more than 10% of the total cost of the work calculated from the original tendered quantities and the contract price.
  - ii. Incase of item rate tenders an increase or decrease of more than 25% in the quantities of any major item or abnormally high value item of contract due to variation in the site conditions or change in the drawings and design. A major contract item is an item which is equal to or greater than 5% of the total contract cost as per agreement. The items appearing as minor items in the original contract shall be construed as becoming a major item when increased to the extent that the total cost of the item is equal to greater than 5% of the total agreement value. Abnormally high value items are those whose quoted rates are more than 25% of the updated estimated rates of the company.
  - iii) The sub clause (ii) as above shall be applicable for item rate tenders only and not applicable for percentage tenders for works based on standard schedule of rates of the company.
- 5.3. The variation in quantity of abnormally low value items for item rate tenders shall not be permitted below 25% of the agreement schedule of the quantity, but in exception cases with the written instruction of Engineer-In-Charge. Abnormally low value items are those whose quoted rates are less than 25% of the updated estimated rates of the company.
- 5.4. The right is reserved to cancel any items of work included in the contract agreement or portion thereof in any stage of execution if found necessary to the work and such omission shall not be a waiver of any condition of the contract nor invalidate any of the provisions thereof.
- 5.5 If the additional, altered or substituted work includes any class of work for which rate/ rates is/are not specified in the contract/ work order, rates for such items shall be determined by the Engineer-In-Charge as follows:
- a) In the case of percentage tenders, if the rate for the item of work executed is available in the company's approved SOR, it will be paid at the schedule rate plus or minus the accepted percentage as per contract.

- b) In case of item rate tenders, the rate for extra item shall be derived from the rate for similar item or near similar item of work available in the agreement schedule of work or by analysis of rates as at ( c ) below and the lower rate out of above two shall be considered.
- c) In case the rate for extra item is to be derived by analysis of rate, the same shall be done by analysis on prevalent market rate of materials and labour based on standard norms of analysis of rate of N.B.O /C.P.W.D.
- d) In case of combined tender, with partly item rate for non-schedule items & partly percentage tenders for SOR items, the rate for extra items shall be derived as at (b) above in case of non-schedule items rates and in case of percentage rates for SOR items the rate for extra item shall be derived as at (a) above.
- e) In case of variation in quantity of abnormally high value and abnormally low value items beyond 25% of the agreement schedule of quantity, a new rate shall be arrived at for such excess quantity over 25% of the agreement schedule of quantity by analysis of rates based on prevalent market rates of materials and labour following N.B.O / C.P.W.D. Norms.

In case of any difference between the contractor and the Engineer-In-Charge as to the fixation of rates, the matter shall be referred to the accepting authority of the company i.e. CGM / GM /Agent ) in this case, for the work awarded at Area level or colliery level respectively, whose decision shall be final and binding on the contractor.

- 5.6. Payment for such deviated items (additional / altered/ substituted items of work or excess quantities of work beyond +/- 25% of the agreement schedule) shall be made in the contractor's running on account bills, till the revised estimate regularizing these items are sanctioned by the competent authority of the company, at the provisional rates and shall not exceed.
  - a) 75% of the rate recommended by the Engineer- In- Charge to the accepting authority of the company i.e. C.G.M./GM/Agent of the area/colliery as the case may be, if the rate is directly available in the SOR of the company.
  - b) 50% of the rate recommended by the Engineer-In- Charge to the accepting authority of the company, i.e. C.G.M./GM/Agent of the area/colliery as the case may be, if it is analyzed item rates based on prevalent market rates of materials and labour following NBO/CPWD norms.
- 5.7 The time for completion of the originally contracted work shall be extended by the company in the proportion that the additional work (in value) bears to the original contracted work ( in value) as may be assessed and certified by the Engineer-In-Charge.
- 5.8 The company through its engineer-in-charge or his representative, on behalf of the company, shall have power to omit any part of the work in case of non-availability of a portion of the site or for any other reason and the contractor shall be bound to carry out the rest of the work in accordance with the instructions given by the Engineer-Incharge. No claim for shall be made by the contractor on these grounds.
- 5.9 In the event of any deviation being ordered which in the opinion of the contractor changed radically the original scope, nature of the contract, the contractor shall under no circumstances suspend the work, either original or altered or substituted, and the dispute / disagreement as to the nature of deviation of the rate/ rates to be paid therefor shall be resolved separately with the company as per the procedures / norms laid down hereafter.

## **6. Time for completion of contract, extension thereof, defaults and penalties.**

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

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

For the purpose of this detailed time and progress chart, the work shall be deemed to have commenced on the expiry of 10 (ten) days from the issue of letter of acceptance of tender / work order or handing over the site of work whichever is later.

6.1 If the contractor, without reasonable cause or valid reasons, commits default in commencing the execution of the work within the aforesaid time limit, the company shall without prejudice to any other right or remedy, be at liberty, by giving 15 days notice in writing to the contractor to commence the work, to forfeit the earnest money deposited by him and to rescind the letter of acceptance of tender/work order.

6.2 In the event of the contractor's failure to comply with the rate of progress as per the agreed time and progress chart, the contractor shall be liable to pay as compensation @ 1/2% (half percent) of the contract value per week of delay. The aggregate of such compensation /compensations shall not exceed 10% (ten percent) of the total value of work as shown in the contract.

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

Or

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

6.4. Extension of date of completion: on happening of any events causing delay as stated here under, the contractor shall intimate immediately in writing to the Engineer-In -Charge.

- a) Force majeure : i)nature phenomena, including but not limited to abnormally bad weather, unprecedented flood and draught, earth-quakes & epidemics (ii) political upheaval,, civil commotion, strikes, lockouts, acts of any govt.(domestic/foreign) including but not limited to war, proprieties , quarantine embargoes.
- b) Serious loss or damage by fire.
- c) Non-availability of stores which are the responsibility of the company to supply as per contract.
- d) Non-availability of working drawings in time, which are to be made available by the company as per contract during progress of the work.

- e) 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.
- f) Non availability or breakdown of tools and plant to be made available or made available by the company.
- g) The execution of any modified or additional items of work or excess quantity of work.
- h) Any other causes which, at the sole discretion of the company, is beyond the control of the contractor.

6.4.1: A hindrance register shall be maintained by both department and the contractor at site to record the various hindrances, as stated above, encountered during the course of execution.

6.4.2: The contractor shall request the company in writing for extension of time within 15 days of happening of such event causing delay stating also, the period for which extension is required. The company may, considering the genuinity of the request, give a reasonable extension of time for completion of the work. Such extension shall be communicated to the contractor in writing by the company through the Engineer-In-Charge within 1 month of the date of receipt of such request.

6.4.3: the opinion of the Engineer-In-Charge, whether the grounds shown for the extension of time are or are not reasonable, is final. If the Engineer-In-Charge is of the opinion that the grounds shown by the contractor are not reasonable and declines to the grant of extension of time, the contractor can not challenge the soundness of the opinion by reference to arbitration.

The opinion of the Engineer -In-Charge that the period of extension granted by him is proper or necessary is not, however, final. If the contractor feels that the period of extension granted is inadequate he can appeal to the CGM/GM of the company for consideration on the question whether the period of extension is or is not proper or necessary.

6.4.4. Provisional extension of time may also be granted by the Engineer In-Charge during the course of execution, on written request for extension of time within 15 (fifteen) days of happening of such events as stated above, reserving the company's right to impose/ waive penalty at the time of granting final extension of time as per contract agreement.

6.4.5. When the period fixed for the completion of the contract is about to expire, the question of extension of the contract may be considered at the instance of the contractor or the department or of both. The extension will have to be by parties' agreement, express or implied.

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

The contractor shall however use his best efforts to prevent or make good the delay by putting his endeavors constantly as may be reasonably required of him to the satisfaction of the Engineer Incharge.

**7. Materials supply & other facilities:**

- 7.1. The company does not undertake any responsibility for supply of any materials to the contractor. Only except those materials as mentioned elsewhere in the Tender Document.
- 7.2. Recovery of cost of materials issued on sale a/c will be made as per actual consumption basis but the Engineer-In-Charge will have the discretion for making full recovery while processing a particular bill or asking for the return of the balance materials if the work is not progressing satisfactorily.  
The contractor shall keep accurate record of materials issued by the company, maintain proper account for the materials received and consumed in the work and shall be opened to check by the Engineer-In-Charge or his authorized representative. The contractor shall ensure that such materials are consumed for the contract works only and the register for the aforesaid account shall be signed both by the representatives of Engineer-In-Charge and the contractor.
- 7.3 All materials, tools and plants brought to site by the contractor including the materials supplied by the company shall be deemed to be held in the lien by the company and the contractor shall not have the right to remove the same from the site, without the written permission of the Engineer-In-Charge. The company shall not however be liable for any loss, theft or damage due to fire or other cause during this period of lien, the responsibility for which shall lie entirely on the contractor.
- 7.4 The contractor shall bear the cost of loading, transportation to site, unloading, storing under cover as required etc. as may be necessary for the use and keeping the materials in good condition.
- 7.5 Any surplus materials issued by the company, remaining after completion or termination of the contract, shall be returned by the contractor at his cost to the place of issue and the Engineer-In -Charge shall accept the same at the rate not exceeding the rate at which these were originally issued taking into consideration the deterioration or damage, if any, that may have been caused during the custody of the contractor. In the event, the contractor fails to return the surplus materials out of those supplied by the company, the Engineer-In-Charge may in addition to any other liability which the contractor would incur in this regard, by giving notice in writing require the contractor to pay the amount at double the issue rate for such un-returned surplus materials or 115% of the prevailing market rate including Sales Tax & General Tax during the period of work, whichever is more.
- 7.6 On completion or on termination of the contract and on complete recovery of secured advance paid by the company, if any, in respect of materials brought to site, the contractor with due permission of the Engineer-In-Charge shall be entitled to remove at his expenses all surplus materials originally supplied by him and upon such removal, the same shall become the property of the contractor.
- 7.7 All charges on account of octroi, terminal or sales tax and other duties on materials obtained for the work from any source (excluding materials supplied by the company) shall be borne by the contractor.
- 7.8 The contractor shall arrange necessary electricity at his own cost for the work and his own establishment. However, if available and feasible the company may arrange electricity at one point near the work site and necessary recovery of cost of energy consumed will be made at rates prescribed by the company from time to time. Energy meter for this purpose shall be provided by the contractor.
- 7.9 The contractor shall arrange necessary water for the work and his own establishment. However, if available and feasible the company may arrange water at one point near the work site for which recovery @ 1% of the contract value of work done will be made from the contractor's bills.
- 7.10 Explosives, detonators and other inflammable materials shall not be used in the execution of the work at site by the contractor without prior written permission of the Engineer-In-Charge.

## 8. **Quality assurance- materials and workmanship\_:**

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

8.1 For quality assurance of all the civil engineering works the norms / guidelines laid down by the company herein and elsewhere will form part of the contract for the purpose of quality of works.

8.2. The contractor shall be responsible for correct and complete execution of the work in a workman like manner with the materials as per specification which shall be subject to the approval of the company. All work under execution in pursuance of the contract shall be open to inspection and supervision by the Engineer- In-Charge or by his authorized representative or any other official of higher rank or any other person authorized by the company in his behalf & the contractor shall allow the same.

8.3. All materials to be provided by the contractor shall be in conformity with the specifications /schedule of work as per the contract and the contractor shall furnish proof, if so required by the Engineer-In-Charge to his satisfaction that the materials do so comply.

8.4. The contractor shall immediately after the award of work draw up a schedule giving dates for submission of samples as required or necessary as per the specification for approval of Engineer-In-Charge who shall approve, if found acceptable, promptly so that there is no delay in the progress of the work of the contractor or of the work of any of the sub-contractor.

On receipt of samples as per schedule, the Engineer In-Charge shall arrange to examine / test with reasonable promptness ensuring conformity of the samples with the required specification and complying with the requirements as per contract documents keeping in view that the work shall be in accordance with the samples approved by him. The contractor shall not start bringing materials at the site unless the respective samples are approved. Materials conforming to approved samples shall only be brought to site.

Samples are to be supplied by the contractor at his own cost. The cost involved in testing shall be borne by the contractor. If any test is ordered by the Engineer-In-Charge which is to be carried out by any independent person or agency at any place other than the site even then the cost of materials and testing charge etc shall be borne by the contractor. If the test shows that the materials are not in accordance with the specifications, the said materials shall not be used in the work and removed from the site at contractors cost.

8.5 The company, through the Engineer In-Charge, shall have full powers to reject any materials or work due to a defect therein for not confirming to the required specification or for materials not being of the required quality and standard or for reasons of poor workmanship or for not being in accordance with the sample approved by him. The contractor shall forthwith remedy the defect/replace the materials at his expense and no further work shall be done pending such rectification / replacement of materials, if so instructed by the Engineer In-Charge. Incase of default on the part of the contractor, the engineer in-charge shall be at liberty to procure the proper materials for replacement and / or to carry out the rectifications in any manner considered advisable under the circumstances and the entire cost and delay for such procurement / rectification shall be borne by the contractor.

- 8.6 The Engineer In-Charge shall be entitled to have test carried out for any materials according to the standard practice followed for such tests, other than those for which satisfactory proof has already been furnished by the contractor who shall provide at his expense all facilities which the Engineer In-Charge may require for the purpose.

The cost of any other tests, if so required by the Engineer In-Charge, shall be borne by the contractor only. If the test shows the workmanship or materials not to be in accordance with the provision of the contract or the instruction of Engineer In-Charge, but other wise by the company.

- 8.7 **Access to the works:** The Engineer in-Charge and any person authorized by the company shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured article are being obtained for the works and the contractor shall afford every facility for and every assistance in or in obtaining the right to such access.

8.8. **Inspection of works :**

- i) No work shall be covered up or put out of view without the approval of the Engineer in-charge or the Engineer-in-charge's representative or any other officers nominated by the company for the purpose and the contractor shall afford full opportunity for the EIC or EIC's representative or any other officer nominated by the company for the purpose to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The contractor shall give due to notice to the Engineer In-Charge's representative whenever any such work or foundation is ready or about to be ready for examination and the Engineer In-Charge's representative shall , without unreasonable delay, unless he considers it un-necessary and advises the contractor accordingly , attend for the purpose of examining and measuring such work or foundations.
- ii) The contractor shall uncover any part or parts of the works or making openings in or through the same as the Engineer-In-Charge may for time to time direct and shall reinstate and make good such part or parts to the satisfaction of Engineer- In-Charge.  
If any such part or parts have been covered up or put out of view after compliance with the requirement of sub-clause above and are found to be executed in accordance with the contract, the expenses of uncovering, making opening in or through and making good the same shall be borne by the employer, but in any other cases all costs shall be borne by the contractor.

8.9. **Removal of improper work and materials :**

- i) The Engineer In-Charge shall during the progress of the work, have power to order in writing from time to time.
- a) The removal from the site, of any materials which in the opinion of Engineer- In-Charge, are not in accordance with the contract/ work order/ approved sample.
- b) The substitution with proper and suitable materials.
- c) The removal and proper re-execution, notwithstanding any previous test thereof or interim payment therefore, of any work which in respect of materials or workmanship is not in accordance with the contract.
- ii) In case of default on the part of the contractor in carrying out such order, the Engineer- In- Charge shall be entitled to employ and pay other agency to carry out the same and all expenses consequent thereon shall be recoverable from the contractor or may be deducted from any amount due or which may become due to the contractor.

**8.10. De-valuation of work :**

In lieu of rejecting work done or materials supplied not in conformity with the contract/ work order/approved samples, the Engineer- In- Charge or any other officer nominated by the company of the purpose may allow such work or materials to remain, provided the Engineer- In- Charge / the officer nominated by the company is satisfied with the quality of any materials, or the strength and structural safety of the work, and in that case shall make such deduction for the difference in value, as in his opinion may be reasonable.

**8.11. Final inspection of work\_:**

The Engineer-In-Charge and any other officer nominated by the company for the purpose shall make final inspection of all work included in the contract/ work order , or any portion thereof , or any completed structure forming part of the work of the contract as soon as practicable after notification by the contractor that the work is completed and ready for acceptance. If the work is not acceptable to the Engineer-In-Charge at the time of such inspection, he shall inform the contractor in writing as to the particular defects to be remedied before final acceptance can be made.

**8.12. Defects appearing after acceptance :**

Any defect which may appear within the defect liability period and arising, in the opinion of the Engineer In-Charge, from lack of conformance with the drawing and specifications, shall, if so required by the Engineer In-Charge in writing, be remedied by the contractor at his own cost within the time stipulated by the Engineer In-Charge. If the contractor fails to comply, the Engineer In-Charge may employ other persons to remedy the defects and recover the cost thereof from the dues of the contractor.

**8.13 Site order book :**

A site order book is a register duly certified by the Engineer-In-Charge regarding number of pages it contains, each page being numbered, name of work, name of contractor /reference of contract/ work order and the aforesaid certificate should be recorded on its first page.

Site order books shall be maintained on the sites of works and should never be removed therefrom under any circumstances. It shall be the property of the company. The Engineer In-Charge or his authorized representative shall duly record his observations regarding any work which needs action on the part of the contractor like, improvement in the quality of work, failure to adhere to the scheduled program etc. as per contract/work order. The contractor shall promptly sign the site order book and note the orders given therein by the EIC or his representative and comply with them. The compliance shall be reported by the contractor in writing to Engineer-In-Charge in time so that it can be checked.

The site order book will be consulted by the Engineer In-Charge at the time of making both running on account and final bills of the contractor. A certificate to this effect should be given in the measurement books by the Engineer- In- Charge or his representative.

**8.14 Samples and testing of materials :**

All the materials to be procured by the contractor and to be used in work shall be approved by the Engineer In-Charge in advance, and shall pass the tests and analysis required by him, which will be as specified in the specifications of the items concerned and or as specified by BIS or the IRC standard specifications acceptable to the Engineer-In-Charge. The method of sampling and testing shall be as per the relevant BIS, IRC and other relevant standards and practices. Minor minerals like sand, stone chips etc. shall be confirming to relevant BIS standards. All bought out items including cement and steel shall be procured from such manufacturers who hold valid license conforming to relevant BIS standards for manufacturing of such items.

- 8.15. **Storage of material:** Materials shall be so stored as to ensure the preservation of the quality and fitness for the work. When considered necessary by the Engineer-In-Charge, they shall be placed on wooden platforms or other hard, clean surfaces and not directly on the ground.

Materials shall be placed under covered when so directed and the contractor shall erect and maintain at his own cost temporary weather proof sheds at the work site for the purpose. Stored materials shall be so located as to facilitate prompt inspection. All stored materials shall be inspected at the time of use in the work, even though they may have been inspected and approved before being placed in storage or during storage.

8.16 **Defective Material :**

All materials not conforming to the requirements of the specifications shall be considered as defective, and all such materials, whether in place or not shall be rejected. They shall be removed immediately by the contractor at his expenses and replaced with acceptable materials.

No rejected materials, the defects of which have been subsequently corrected, shall be used on the work until approval in writing has been given by the Engineer In-Charge. Upon failure on the part of the contractor to comply with any instruction of the Engineer In-Charge made under the provisions of this article within the time stipulated by the Engineer In-Charge, the Engineer In-Charge shall have authority to remove and replace defective material and recover the cost of removal and replacement from the contractor.

Further all such defective materials lying at site not removed and replaced within 30 days after issued of notice by the Engineer In-Charge, if the Engineer In-Charge so decides shall dispose off such materials in any manner without any further written notice to the contractor.

9. **Measurement and payments :**

Except where any general or detailed description of the work in the bill of quantities or specifications of the contract/ work order provides otherwise, measurement of work done shall be taken in accordance with the relevant standard method of measurement published by the Bureau of Indian Standards (BIS) and if not covered by the above, other relevant standards/practices shall be followed as per instructions of the Engineer In-Charge.

- 9.1 All items of work carried out by the contractor in accordance with the provision of the contract having a financial value shall be entered in the Measurement Book as prescribed by the company so that a complete record of the measurements is available for all the works executed under the contract and the value of the work executed can be ascertained and determined there from. Measurements of completed work / portion of completed work shall be recorded only in the Measurement Books.
- 9.2 Measurements shall be taken jointly by the E.I.C. or his authorised representative and by the contractor or his authorised representative.
- 9.3 Before taking measurements of any work, the E.I.C. or the person deputed by him for the purpose shall intimate the contractor to attend or to send his representative to attend the measurements. Every measurement thus taken shall be signed and dated by both the parties on the site on completion of the measurement. If the contractor objects to any measurement, a note to that effect shall be made in the Measurement Books / Log Book and signed and dated by both the parties.
- 9.4 The measurement of the portion of work / items of work objected to, shall be re-measured by the E.I.C. himself or the authority nominated by the company for the purpose in the presence of the contractor or his authorised representative and recorded in the M.B. which shall be signed and dated by both the parties. Measurements so recorded shall be final and binding upon the contractor and no claim whatsoever shall thereafter be entertained.

In case the contractor or his authorised representative does not attend to the joint measurements at the pre-fixed date and time after due notice, the measurements taken by the E.I.C. or his representatives shall be final and binding on the contractor.

Measurement of the extra items of work or excess quantities of work duly authorised in writing by the E.I.C. shall also be taken and recorded in the M.B. based on the existing items in the SOR of the company and if such items do not exist in the company's SOR, the description of the work shall be as per actual execution. Payment for such extra items will be based on the rates to be derived as described in the relevant clauses of the contract / work order.

- 9.5. No work shall be covered up or put out of view without the approval by the Engineer-In-Charge and recording of measurements and check measurement thereof duly accepted by the contractor. The contractor shall provide full opportunity to the Engineer-In-Charge or his representative to examine and measure all works to be covered up and to examine the foundations before covering up.

The contractor shall also give notice to Engineer In-Charge whenever such work or foundations are ready for examination and the Engineer In-Charge shall without unreasonable delay arrange to inspect and to record the measurements, if the work is acceptable and advise the contractor regarding covering of such works or foundations.

- 9.6. In case of items which are claimed by the contractor but are not admissible according to the department, measurements of such items, will be taken by for record purposes only and without prejudice so that in case it is subsequently decided by the department to admit the contractor's claims, there should be no difficulty in determining the quantities of such work. A suitable remark should, however, be made against such measurements to guard against payment in the ordinary way.

- 9.7. **Payments;** the running of account payments may be made once in a month or at intervals stipulated in the work order / contract agreement.

9.7.01 Running on account bill /bills for the work executed / materials supplied in accordance with the work order/ contract shall be prepared on the basis of detailed measurements recorded as described here in before and processed for payments.

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

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

b) i) Payment for excess quantity of work done with the written instructions of the Engineer in-charge for items already appearing in the bill of quantities of work with approved rates, will be made along with the on account bills only up to 10% of the quantity provided in the agreement subject to overall value of work not exceeding the agreement value.

ii) The GM, Pandaveswar Area and/ or the staff Officer (Survey) of the area may authorize interim payment for excess work done up to 20% of the quantity of work provided in the bill of quantity of the work awarded from company level and area level respectively subject to over all value of work done does not exceed the contract value.

- c) Extra items of work executed will be paid on specific written authorization of GM, Pandaveswar Area or Staff Officer of the area provided that the value of such extra items of work when added together is not more than 10% of the contract value and the total gross payment including excess quantity does not exceed the contract value.

Balance amount on account of excess quantity and extra items of work executed shall be paid after the deviation estimate/ revised estimate regularizing the extra items and excess quantities of work is sanctioned by the competent authority of the company with the concurrence of the Finance Department of the company.

- d) On the Engineer In-Charge's certificate of completion in respect of the work covered by the contract/ final measurements of the work certified by the Engineer In-Charge or his representative.

- 9.7.03 The measurement shall be entered in the M.B. for the work done up to the date of completion and evaluated based on the approved rates for the items in the contract agreement /sanctioned revised estimate. In case of extra items of work, the rates shall be derived as stated in the relevant clause of the contract.

The payment shall be released against the final bill subject to all deductions which may be made on account of materials supplied, water supply for construction, supply of electricity and any other dues payable by the contractor to the company, and further subject to the contractor having given to the Engineer In-Charge a no claim certificate. The contractor shall indemnify the company against proof of depositing royalty on account of minor minerals used in the work before the final bill is processed for payments. The final payment to be made will also be subject to clause -4.5 of the General Terms and Conditions of the contract.

- 9.7.04 Any certificate given by the Engineer In-Charge for the purpose of payment of interim bill / bills shall not of itself be conclusive evidence that any work/ materials to which it relate is / are in accordance with the contract and may be modified or corrected by the Engineer In-Charge by any subsequent certificate or by the final certificate.

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

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

- 9.7.06 The contractors are required to execute all works satisfactorily and according to the specifications laid down in the contract / work order. If certain items of work, executed by the contractor, are below specification, the contractor should re-do them according to the specifications and instructions of EIC and if the contractor fails to rectify the defect within the time and in the manner specified by the EIC, the work shall be got re-done or rectified by the department at the risk and cost of the contractor. Engineer in charge may accept such work of below specifications provided the department is satisfied with the quality of such works and the strength/structural safety of such works. In that case Engineer In Charge shall make such deductions for the difference in value, as in his opinion is reasonable and is approved by the accepting authority of the company i.e. GM, Pandaveswar Area in this case or any other officer nominated by GM, Pandaveswar Area for the purpose.

9.8 Income tax deduction @ 2% of the gross value of each bill or at the rate as amended from time to time, shall be made unless exempted by the competent authority of the income tax department.

Sales tax/ VAT on works contract shall be payable by the contractor. If, however, the company is asked to make deduction from the contractor's bill, the same shall be done and a certificate to this effect shall be issued to the contractor for dealing with the state govt. and the company does not take any responsibility to do any thing further in this regard.

9.9 No interest shall be payable on the amounts withheld, under the terms of the Agreement/ work order.

**10.0 Termination, Suspension, Cancellation and Foreclosure of Contract.**

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

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

Or

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

Or

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

Or

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

Or

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

Or

f) Transfers sublets, assigns the entire work or any portion thereof without the prior approval in writing from the Engineer In charge. The Engineer Incharge may be giving a written notice, cancel the whole contract or portion of it in default.

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

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

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

- c) If the contractor shall suffer an execution being levied on his/ their goods, estates and allow it to be continued for a period of 21 (twenty one) days.
  - d) On the death of the contractor being a proprietary concern or of any of the partners in the case of a partnership concern and the company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the company in this respect shall be final and binding which is to be intimated in writing to the legal representative or to the partnership concern.
- 10.2. On cancellation of the contract or on termination of the contract, the Engineer Incharge shall have powers :
- a) To take possession of the site and any materials, constructional plant, equipments, stores etc. Thereon.
  - b) To carry out the incomplete work by any means at the risk and cost of the contractor.
  - c) to determine the amount to be recovered from the contractor for completing the remaining work or in the event the remaining work is not to be completed the loss/damage suffered, if any, by the company after giving credit for the value of the work executed by the contractor up to the time of cancellation less on A/C payments made till date and value of contractor's materials, plant, equipments, etc. taken possession of after cancellation.
  - d) To recover the amount determined as above, if any, from any money due to the contractor on any account or under any other contract and in the event of any shortfall, the contractor shall be called upon to pay the same on demand. The need for determination of the amount of recovery of any extra cost/expenditure or of any loss/damage suffered by the company shall not however arise in the case of termination of the contract for death/demise of the contractor as stated in clause 10.1(d) of the contract.
  - e) To give the contractor or his representative on the work 7 (seven) days notice in writing for taking final measurement for the works executed till the date of cancellation or termination of the contract. The Engineer Incharge shall fix the time for taking such final measurement and intimate the contractor in writing. The final measurement shall be carried out at the said appointed time notwithstanding whether the contractor is present or not. Any claim as regards measurement which the contractor is to make shall be made in writing within 7 (seven) days of taking final measurement by Engineer Incharge as aforesaid and if no such claim is received, the contractor shall be deemed to have waived all claims regarding above measurements and any claim made thereafter shall not be entertained.
- 10.3. **Suspension of work ;**
- i) The company shall have power to suspend the work or any part thereof and the Engineer Incharge 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 execution of the work for reasons other than any default on part of the contractor, or on ground of safety of the work.
  - ii) In the event of suspension for reasons other than any default on the part of the contractor, extension of time shall be allowed by the company equal to the period of such suspension and the contractor shall properly protect and secure the works to the extent necessary during such suspension. The contractor shall carry out the instructions given in this respect by the Engineer Incharge & if such suspension exceeds 45 (forty-five) days, the contractor will be compensated on mutually agreed terms.

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

**10.5. Foreclosure of contract :**

If at any time after acceptance of the tender the company decides to abandon for any reason whatsoever the company, through its Engineer Incharge, shall give notice in writing to that effect to the contractor. In the event of abandonment the company shall be liable:-

- a) To pay reasonable amount assessed and certified by the Engineer Incharge of the expenditure incurred, if any, by the contractor on preliminary works at site e.g. temporary access roads, temporary construction for labour and staff quarters, office accommodation, storage of materials, water storage tanks and water supply for the work including supply to labour/staff quarters, office etc.
- b) To pay the contractor at the contract rates full amount for works executed and measured at site up to the date of such abandonment.
- c) To pay for the materials brought to site or to be delivered at site, which the contractor is legally liable to pay, for the purpose of consumption in works carried out or were to be carried out but for the foreclosure, including the cost of purchase and transportation and cost of delivery of such materials. The materials to be taken over by the company should be in good condition and the company may allow at its discretion the contractor to retain the materials in full or in part if so desired by him and to be transported by the contractor from site to his place at his own cost with due permission of the Engineer Incharge.
- d) To take back the materials issued by the company but remaining unused, if any, in the work on the date of abandonment /reduction in the work, at the original issue price less allowance for any deterioration or damage caused while in custody of the contractor.
- e) To pay for the transportation of tools and plants of the contractor from site to contractor's place or to any other destination, whichever is less.

10.5.01. The contractor shall, if required by the Engineer Incharge, furnish to him books of accounts, papers, relevant documents as may be necessary to enable the Engineer Incharge to assess the amounts payable in terms of clauses 10.5(b) (c) & (e) of the contract. The contractor shall not have any claim for compensation for abandonment of the work, other than those as specified above.

**11. Completion certificate :**

Except in cases where the contract provides for "performance test" before issue of completion certificate, in which case the issue of completion certificate shall be in accordance with the procedure specified therein, the contractor shall give notice of completion of work, as soon as the work is completed, to the Engineer Incharge. The Engineer Incharge and or any other officer, nominated for the purpose by the company, shall within 30 (thirty ) days from the receipt thereof, inspect the work and ascertain the defects/deficiencies , if any, to be rectified by the contractor as also the items, if any, for which payment shall be made at reduced rate.

If the defects, according to the Engineer Incharge are of a major nature and the rectification of which is necessary for the satisfactory performance of the contract, he shall intimate in writing the defects and instruct the contractor to rectify the defects/ remove deficiencies within the period and in the manner to be specified therein. In such cases completion certificate will be issued by the Engineer Incharge after the above rectifications are carried out / deficiencies are removed by the contractor to the satisfaction of Engineer Incharge.

In the event there are no defects or the defects/ deficiencies are of a minor nature and the Engineer Incharge is satisfied that the contractor has already made arrangements for rectification, or in the event of contractor/s failure to rectify the defects for any reason whatsoever, the defects can be rectified by the company departmentally or by other means and the 50% of the security deposit of the contractor shall be sufficient to cover the cost thereof, he shall issue the completion certificate indicating the date of completion of the work, defects to be rectified, if any, and the items, if any, for which payment shall be made at reduced rate indicating reasons therefor and with necessary instructions to the contractor to clear the site/ place of work or all debris/waste materials, scaffoldings, sheds, surplus materials etc. making it clean.

11.1 In cases where separate period of completion for certain items or groups of items are specified in the contract, separate completion certificate for such items or groups of items may be issued by the Engineer Incharge after completion of such items on receipt of notice from the contractor only in the event of the work is completed satisfactorily in every respect. Refund of security deposit and payment of final bill shall, however, be made on completion of the entire contract work, but not on completion of such items of work.

12. **Additional responsibilities of the contractor(s)**

The cost on account of the "Additional Responsibilities of the Contractors" under this clause is deemed to be included in the tendered rates.

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

(vi) The contractor/contractors shall provide facilities for the sanitary necessities of all persons employed on the work shall be constructed and maintained in the number, manner and place approved or ordered by the Engineer Incharge. The contractor/ contractors shall vigorously prohibit committing of nuisance at any other place. Cost of all works under this time shall be covered by the contractor/contractors tendered rates.

(vii) The contractor/contractors shall furnish to the Engineer In-charge or his authorised representative with work reports from time to time regarding the contractor /contractors organization and the progress made by him/them in the execution of the work as per the contract.

(viii) All taxes whether local Municipal, Provincial or Central etc. and cess, royalties etc. are payable or may become payable during the entire periods of contract, shall be to the contractor/ contractors account and shall be deemed to have been included in the tender for the work to be executed by him/them.

In case the company land is used for manufacture of bricks or extraction of gravels etc. the contractor will have to pay compensation to the company (apart from the liability of the contractor to make the payment of royalty etc. to the State Government) at the same rates or royalty fixed by the State Government or an appropriate deduction may be made in the rate to be paid to the contractors.

(ix) The contractor/contractors shall make his/ their own arrangement for all materials, tools, staff, and labourer required for the contract, which shall include cost of lead, lift, loading, unloading, railway freight, recruiting expenses and any other charges for the completion of the work to entire satisfaction of the company.

- (x) The contractor/contractors shall make their own arrangement for carriage of all materials to the work site at his/ their own cost.
- (xi) The work shall not be sublet to any other party, unless approved by Engineer Incharge in writing.
- (xii) No fruit trees or valuable plants or trees with trunk diameter exceeding 150 mm shall be pulled, destroyed or damaged by the contractor/contractors or any of his/their employees without the prior permission of the company, failing which the cost of such trees or plants shall be deducted from the contractor/contractors dues at the rate to be decided by the company. The rates quoted are supposed to include clearance of shrubs and jungles and removal of such trees up to 150 mm dia, as will be permitted by the Engineer Incharge in writing.
- (xiii) 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 of the minimum wage fixed by the respective State Govt. or Central Govt. as may be in force whichever is more.
- (xiv) All accounts shall be maintained properly and the company shall have the right of access and inspection of all such books of accounts etc., Relating to payment of labourer considered necessary and the company may arrange for witnessing the payment to the labourer by its representative.
- xvii) a) Insurance: the contractor shall take full responsibility to take all precautions to prevent loss or damage to the works or part thereof for any reasons whatsoever (excluding 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 and in conformity with the requirements of the contract and instructions of the Engineer Incharge.
- xviii) The contractor shall have all necessary instruments, appliance and labour in connection therewith. If at any time during the progress of work any error is detected in respect of the position, levels, dimensions or alignment of any part of the work, the contractor on being required to do so by the Engineer Incharge or his representative shall at the expenses of the contractor rectify such errors to the satisfaction of Engineer Incharge unless such error is due to incorrect data supplied by the Engineer Incharge.
- xx) On receipt of letter of acceptance of Tender/Work Order the contractor shall forthwith register and obtain license from the competent authority under the Contract Labour (Regulation & Abolition) Act 1970, the Contract Labour (Regulation & Abolition) Central Rules, 1971 and submit certified copies of the same to the Engineer Incharge and the principal employer.
- xxi) The contractor shall be registered with the concerned State Govt. and the Central Govt. In respect of Sales Tax Act and the certificate having details of registration no. Period of validity etc. Should be submitted to the Engineer Incharge.
- xxii) The contractor shall, in connection with works, provide and maintain, at his own cost, all lights, security guards, fencing when and where necessary as required by the Engineer Incharge for the purpose of protection of the works. Materials at site, safety of workmen and convenience of the public.
- xxiii) All materials (e.g. Stone, moorum and other materials) obtained in the course of execution of the work during excavation and dismantling etc. shall be the property of the company and the same may be issued to the contractors, if required for use in the works at the rates to be fixed by the Engineer Incharge.

- xxiv) Unless other wise specifically provided for, de-watering of excavation pits, working areas etc. shall be the contractor's responsibility and is to be carried out at his own cost as per instructions of Engineer Incharge. The rates quoted by the contractor shall be deemed to include the de-watering costs.
- xxv) The contractor shall have to ensure implementation of CMPF and Miscellaneous Provisions Act, 1948 and allied schemes framed thereunder in respect of contractor's workers deployed by him and will have to recover statutory dues and deposit the same along with employer's contributions (contractor's share) to the respective CMPF/EPF office and to submit statutory returns under intimation of principal employer. CMPF/EPF unique registration member shall be furnished by the successful tenderer before execution of the agreement. However those contractors who are members of EPF scheme and their employees covered under said scheme may continue to operate under EPF scheme.

13. **Defects liability period:**

In addition to the defect/s to be rectified by the contractor as per terms of the contract/work order, the contractor shall be responsible to make good and remedy at his own expense the defect/s mentioned hereunder within such period as may be stipulated by the Engineer Incharge in writing:

- a) Any defect/defects in the work detected by the Engineer Incharge within a period of six months from the date of issue of completion certificate.
- b) In the case of building works or other works of similar nature any defect in the work detected by the Engineer Incharge within a period of six months from the date of issue of completion certificate or before the expiry of one full monsoon period i..e June to September whichever is later in point of time.

13.1. A program shall be drawn by the contractor and the Engineer Incharge for carrying out the defects by the contractor detected within the defect liability period and if the contractor fails to adhere to this program, the Engineer Incharge shall be at liberty to procure proper materials and carry out the rectification in any manner considered advisable under the circumstances and the cost of such procurement of materials and rectification work shall be chargeable to the contractor and recoverable from any of the pending dues of the contractors.

The defect liability period can be extended by the company on getting request from the contractor only for valid reasons.



## Special Notes Terms & Conditions

- 1) Contractor shall ensure that all the materials used in the captioned work shall be of the best of the kind and to the approval of Engineer- in – charge, and specification shall comply with the I.S. specification.
- 2) All works shall be carried out in proper workman-like manner. Execution of items of works shall be carried out as per conditions imposed by West Bengal Govt. according to the directions of the Engineer- in – charge and to his satisfaction.
- 3) The Company shall not be responsible and/ or liable for loss of tools, tackles etc. and / or any damage / loss suffered by the contractor in the process of execution of the work.
- 4) The contractor shall make arrangements at his own cost for guarding / security of his equipments / employees /establishments and the company shall have no responsibility /liability whatsoever on this account.
- 5) The contractor shall have no claim whatsoever for idleness of equipment/employees for any reason which are beyond the control of the management nor there will be any financial liability of the company on this account.
- 6) a) The quantity of items of work indicated in the Bid document /Work order shall be treated as only approximate and may be increased /decreased by the controlling officer as per the requirement.  
b) Execution of work could be stopped by the controlling officer at any intermediate stage, either in respect of any items depending on the requirement and payment shall be made only for the work executed and admitted by the company at the accepted/awarded rates/s.
- 7) After completion of the work, all the works executed by the contractor shall be jointly measured by the contractor and the authorized representative of the controlling officer and a completion certificate in quadruplicate shall be signed by the contractor as well as authorized representative of the controlling officer. One copy of such completion certificate shall be enclosed with the bill by the contractor.
- 8) The contractor shall arrange at his own cost accommodation, water, medical treatment etc. for his employees and make all necessary arrangements for execution of the work.
- 9) The contractor shall arrange at his own cost, the transportation of all the equipment, men & materials to the site and movement from site to site.
- 10) The contractor shall make proper arrangement for operation maintenance and repairs of the equipments at his own cost.
- 11) No POL/Store/Spare shall be provided by the company to the contractors and contractor shall have to make his own arrangement for the same.
- 12) It will be absolute responsibility/liability of the contractor to pay full compensation for any injury/accident to his and / or company's employees and / or to any member of public arising out of and in course of operation of this contract.

- 13) The contractor shall fully indemnify the company against any claim which may be made against it, by any member of the public or any third party for any damage or injury or loss caused by his equipments or by any act of omission or commission on the part of contractor and/ or his employees.
- 14) The contractor will fully indemnify/compensate the company for the loss suffered by the company due to stoppage of work by the contractor and /or his employees on his/their own accord/and /or for any damage caused to any property of Company due to any act of omission and commission on the part of the contractor and or his employees. The assessment made by the company in this regard shall be final and binding on the contractor.
- 15) In case of failure of the contractor to take up the work after award or give the required progress , the company reserves the right to engage any other contractor / agency or make alternative arrangements to execute the work and recover extra expenditure incurred by the company due to such engagement / arrangements from the contractor's bill/security deposit/dues.
- 16) The contractor shall not sublet the work or engage any sub-contractor for executing the work.
- 17) The contractor shall provide footwear, helmets & protective equipments, as required, to his employees at his own cost. In case of failure on the part of the contractor, these may be provided by the company and the value of the same will be recovered from the contractor's bill/security/dues.
- 18) No claim whatsoever shall lie against the company for any loss or damage suffered by the contractor due to any Act of God War, Civil commotion, Strike, Lockouts, Bandhs, Natural calamity , Excessive rains, Floods or any account/ circumstances beyond the control of the company.  
The company shall not also have any claim whatsoever against the contractor or any damage suffered by the company due to above referred force majeure clauses.
- 19) The company may for any reason ask the contractor to suspend the work and the contractor shall be bound to comply with such instructions without having any claim for the idleness of his equipments or employees or for any loss suffered by him due to such suspension.
- 20) Boreholes are required to be drilled for blasting in coal seam as per the thickness of available coal seam as per direction of Engineer-In charge. Equipments may have to be shifted frequently from one place to other places.
- 21) All applicable provisions related to Mines Act, Mines Rule, and Coal Mines Regulation etc. shall be complied by the tenderer.

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**SPECIAL GUIDE LINES FOR TENDERER**  
**FOR SUBMISSION OF TENDERS.**

1. Tenderers are requested to pay special attention to go through notice inviting tenders
2. Tenderers are requested to observe the above instruction in their own interest and also to avoid complications at the time of opening their tenders.

# TECHNICAL AND COMMERCIAL CONDITIONS

## Particulars

1. Name of Tenderer :
  
2. Whether individual proprietorship /partnership  
Or Limited Company.
  
3. Postal address of the Company/proprietor  
together with Telephone No. etc.
  
4. In respect of proprietorship/partnership/limited  
Company, the name of the proprietor /partner/  
Directors together with their address.
  
5. List of other Firms/partnership doing business in  
ECL whether in the above firm/partners/Directors.
  
6. Whether proprietors/partners/Directors are  
connected with any employee working in ECL,  
If so, the details of the employee designation and  
Place of working etc.
  
7. Any contract being carried on in ECL by the  
above firm/proprietor/partnership/limited  
company in this own name and if so, the details  
of the contract being executed.
  
8. Details of Sales Tax Registration Number if any.

9 .PAST EXPERIENCE : (with special reference to work done in CIL and its subsidiaries )

SPL. Attention: Tenderers are to strictly fill up the full and complete information as asked for here under directly on this sheet along with specific documentary evidence.

a) Details of similar nature of works executed in past 7 years ending 31-8-2011. (Ref. clause 8(a) of NIT):

Sl. No	Name of work with Work order no. & amount with brief description.	Organization for which work executed.	Work execution		Photocopy of work order.	Photo copy of Certificate from the authority who issued the work order showing the amount of work executed with its period of execution.
			Period	Amount of work done		
1.	2	3	4	5	6	7

9. (b) Year-wise details of all works done and payment received during past 3 (three) financial years ending 31-3-2011:

SPL. Attention : Tenderers are to strictly fill up (i) the full and complete information as asked for here under directly on this sheet along with specific documentary evidence. Refer Clause 8(a) of NIT.

Sl. No	Name of work with work order reference and brief description and value of work.	Organization for which executed / being executed.	Amount / payment received during the year.		Photo copy of certificate issued by W.O. issuing authority indicating the details of Colmn.2 to 5 .
			Year	Amount	
1.	2	3	4	5	6

9. (c) Year-wise details of quantity of work done during past 7 (Seven) years. :

SPL. Attention : Tenderers are to strictly fill up ( I ) the full and complete information as asked for here under directly on this sheet along with specific documentary evidence. Refer Clause 10 (c) of NIT.

Sl. No	Name of work with work order reference and brief description and value of work.	Organization for which executed / being executed.	Quantity. of work executed in a year.		Photo copy of certificate issued by W.O. issuing authority indicating the details of Colmn.2 to 5 .
			Year	Quantity.	
1.	2	3	4	5	6

10. a) EARNEST MONEY:

Deposit of earnest money by Draft No :  
Drawn on :  
Amount (Rs) :

11. OTHER DETAILS :

- a) Details of registration /enlistment with Govt./Semi Govt. Organization, if any.
- b) Certificate of registration as per statutory requirements under Contract Labor Laws as may be applicable .

12. Acceptance by the Tenderer of the General Terms & Condition, special notes & Terms & Conditions and others stipulations as per tender document ( attached sign copies).

13. If registered with the company quote registration no.:

Note :- (I) Separate sheet may be attached to furnish details, if necessary.

(ii) Tenderer is to sign with seal in all pages/places of the entire tender document including enclosers /documents to be submitted by the tenderer.

(iii) In case of tender signed by an authorized representative of the tenderer POWEER OF ATTORNEY ( Legally valid) should be submitted along with the Part-I offer of the tender.

Signature of the Tenderer  
with seal

**PART –II (PRICE BID)**

Name & place of work: Construction of 14 no. isolation stopping at panel D4-A in RVII(A+B) seam at Dalurband Colliery from 34L to 37L/60-61 Dip, & 59D, 60D/33L-34L & at 33L/57-58D & from 56D to 57D /32-33L & from 33L to 37L /55-56D of no-8 Pit, Dalurband Colliery.

Tender Notice No. : GM/PND/Safety/Tend/2012/Rev/04 Dated 11-01-2012

Estimated amount : Rs. 956219.65

Sl.No	Item of work	Quantity	Unit	Rate		Amount	
				In Figures	In Words.	In Figures	In Words
1.	Site cleaning & disposal of debris up to 15 mts.	425.04	m <sup>3</sup>				
2.	Recess cutting in H/stone by hand & disposal of cuttings up to 15 mts	28.77	m <sup>3</sup>				
3.	Recess cutting in coal by hand & disposal of cuttings up to 15 mts	171.50	m <sup>3</sup>				
4.	Brick works with cement sand mortar (1:8)	374.01	m <sup>3</sup>				
5.	Plastering (12mm thick) (1:6)	496.58	m <sup>2</sup>				
6	Lead for transport of materials for brick work up to 60 mts.	374.01	m <sup>3</sup>				
7	Lead for transport of materials for plaster up to 60 mts.	496.58	m <sup>2</sup>				
8.	Loading of material into tub at surface and unloading at u/g work site.	925.00	Tub				
9	White washing (Double or more coat)	326.83	m <sup>2</sup>				

Total :-

Total value of offer in words (Rupees .....)

Signature of the tenderer with seal.