

**Eastern Coalfields Limited**  
**(A Subsidiary of Coal India Limited)**  
**Sanctoria, P.O.Dishergharh,Dt.Burdwan**

# **PART-I**

**NIT NO: ECL/RJML/CGM(I/C)/AE(C)/11-12/ 1256 dt:30-01-12**  
**(Sl.no- 01 )**

**Eastern Coalfields Limited**  
(A Subsidiary of CIL)  
Rajmahal GOM

*Office of the Chief General Manager Incharge,  
Rajmahal Group of mines,  
P.O. : Bara Simra, Dist : Godda (Jharkhand)-Pin 814165*

Ref.No. ECL: RJML: CGM (I/C): AE(C):2011-12:1256

Dt.: 30-01-2012

**NOTICE INVITING TENDERS (NIT)**

Sealed ITEM RATED tenders in two parts (Part-1 & Part-II) are invited from reputed, bonafide, competent and resourceful contractors working / Enlisted in Government or Public Sector / Joint Sector Enterprise (Managed jointly by Govt. and private sector) or registered contractors of Coal India Ltd. and its Subsidiary companies for the following jobs at Rajmahal Area.

Sl.No.	Name of work	Approx. Cost (Rs.)	Earnest Money(Rs.)	Application Fee (Including 4% VAT) (Rs.)	Period of Completion
01.	Development of road at D.D.Unit at ROCP.	14.00 Lakhs	14,000.00	520.00	02(Two) Months
02.	Excavation of Pond at Bara Simra Mouza (Ph- I)	9.50 Lakhs	9,500.00	260.00	02(Two) Months
03.	Construction of 04 Shops at the Rehab site in Bara Simra Mouza, Rajmahal Area.	6.50 Lakhs	6,500.00	260.00	02(Two) Months

1. a) **Issue of Tender Documents** : Begins on **08.02.12** and closes on **13.02.12** (Issue / Sale up to 3.30 P.M. on working days except Saturdays /Sundays & Holidays).
- b) **Place of issue of tender Document** : (i) Office of the GM (Civil ) ECL, HQ., Sanctoria, P. O. : Dishergarh, Dist: Burdwan (WB) – 713333 as well as at (ii) Office of the Area Engineer(Civil), Rajmahal Area, P. O.: Bara Simra, Dist: Godda (Jharkhand) – 814165. No tender will be sent / received by post.
- c) Tender documents will be displayed through web site from 07 to 10 days before the last date of selling of the tender document. Tender Documents can also be downloaded from, our Web Site [WWW.easterncoal.gov.in](http://WWW.easterncoal.gov.in) & the web site of NIC: [WWW.tenders.gov.in](http://WWW.tenders.gov.in) for participation in the Tender process. Cost of Tender document shall be paid in cash, which is non-refundable. In case of tender document obtained by downloading from the Web site, cost of the tender document (Application fee) shall have to be deposited by the Tenderer in the form of '**Demand Draft**' / **banker's cheque drawn in the favour of "EASTERN COALFIELDS LTD. A/C, RAJMAHAL PROJECT"** payable either at SBI, RCMP Branch, Code – 7265 or UCO Bank, ECL Rajmahal Project Campus Branch, Code – 1294, Lalmatia, at the time of submission of the tender in a separate envelop (**4<sup>th</sup> envelop**) along with the 'undertaking for acceptance of the tender document as available in the web site' suitably marked "**Cost of tender document & the undertaking**". Tenderers shall be solely responsible for the correctness of the downloaded tender document. Submission of incomplete downloaded tender document will be rejected. No Tender Documents will be issued or received by Post.

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2. **Date and time of submission of Tender** : Up to 1:00 PM on **15.02.12 either** at the office of the GM (Civil ) ECL, HQ., Sanctoria, P. O. : Dishergarh, Dist: Burdwan (WB) – 713333 **or** at the office of Area Engineer(Civil), Rajmahal Area, P. O.: Bara Simra, Dist: Godda (Jharkhand) – 814165.
3. **Date and time of opening of tender paper (Part I)**: On **17.02.12 at 3.30 P.M** at Office of Area Engineer(Civil), Rajmahal Area. If the office happens to be closed on the date of opening of tender as specified, the tenders will be opened on the next working day at the same time and venue.
4. Tender boxes at respective submission offices will be opened on **15.02.12 at 3:30 P.M.** only for recording the number of offers received at the respective places (as mentioned in Sl. No. 2) in presence of intending tenderers or their authorised representatives.
5. Earnest Money is to be deposited in the form of Demand Draft or Banker's Cheque drawn in favour of "**EASTERN COALFIELDS LTD A/C, RAJMAHAL PROJECT**" payable either **in SBI RCMP branch, Code 7265 or UCO Bank, ECL Rajmahal Project campus branch, code 1294 Lalmatia.** The demand Draft is to be deposited to the Chief Cashier Rajmahal Area and the receipt of the same must be enclosed and submitted in separate envelop subscribing on the top of envelop "**Earnest Money**". Cost of tender document should be paid either in cash or by demand draft, which is non-refundable.
6. Tender documents will be issued in two parts. "PART – I" will contain full details of the tender i.e technical / commercial terms and conditions and "PART – II" will contain price bid only. Tender will be received in two parts i.e "PART – I" and "PART – II", each in separate sealed covers besides a 3rd cover containing "Earnest Money" & the 4<sup>th</sup> cover containing "Cost of Tender document (Application fee in the form of Bank Draft / Banker's Cheque) along with the undertaking" if downloaded from web, super scribing the 'Name of the work' and part. "PART – I" shall contain the VAT registration Certificate, PAN (Permanent Income tax Account no), documents in support of fulfilment or eligibility criteria, status of the Firm showing type of its formation (proprietorship / Partnership, limited Company or any other type), commercial and technical terms and conditions etc. and "PART – II" shall contain Price bid only. All the three sealed covers (four sealed covers if downloaded from web site) of '**PART – I**', '**PART – II**', '**Earnest money**' & '**Cost of tender document & undertaking (In case downloaded from web site)**' are to be put under another cover duly sealed while submitting the tender and clearly mentioning that this sealed cover contains 'PART – I', 'PART – II', 'Earnest Money' & 'Cost of tender document & undertaking (In case downloaded from web site)' for the particular work.
7. **Eligibility Criteria**
  - i) The intending tenderer must have in its name as a prime contractor experience of having successfully completed similar works during last 7(seven) years ending last day of month previous to the one in which bid applications are invited (i.e. eligibility period) should be either of the following...
    - a) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost  
Or
    - b) Two similar completed works each costing not less than the amount equal to 50% of the estimated cost.  
Or
    - c) One similar completed work each costing not less than the amount equal to 80% of the estimated cost.
  - ii) Average annual financial turnover of civil work during the last 3 years ending 31<sup>st</sup> March of the previous financial year should be at least 30% of the estimated cost.

**iii) Similar works will mean road/pavement works for SI No 01 & any Civil Eng'g Works for SI No 02 & SI No 03.**

- v) Fulfillment of eligibility criteria is to be supported with documentary evidence in the form of certified /attested copy of work order, completion certificates, payment certificates indicating the period of work for which the payment has been made. Only such bidders who meet the above eligibility criteria and have submitted the required documents like VAT Registration Certificate, PAN Card, Status details of the firm (Copy of Partnership deed/Memorandum of Association and Article of Association in case of Limited company), Earnest Money, Audited Balance Sheet etc. shall qualify for opening of Part II of the tender i.e Price bid .Copies of all such documents shall be authenticated before submission and original shall be produced for verification as and when required.
8. ECL would not be liable for any compensation due to stoppage/change in scope of work due to local disturbance, change of Govt. policy, Law and any other Judiciary, obstruction of delay by any out side elements agency.
  9. The contractor shall make necessary payments of the Provident fund for the workmen employed by him for the work as per the laws prevailing under provisions of CMPF and Allied Schemes and Miscellaneous provisions ACT 1948 or Employees Provident fund and Miscellaneous provisions ACT 1952 as the case may be and will have to recover statutory dues and deposit the same along with employer's contribution (contractor's share) to the respective CMPF/EPF offices and to submit statutory returns under intimation to principle employer.
  10. Every tenderer will have to submit a declaration in support of the authenticity of the credential / certificates / documents submitted by him / them in the form of an affidavit in non-judicial stamp paper as per the enclosed format provided in the tender document
  11. The date of opening of Part II will be notified separately. The validity period of the tenders shall be 4(four) months from the date of opening of Price bid or revised Price bid, if any. No conditional tender will be accepted. All materials & equipment's required for completion of this job has to be arranged by the contractor.
  12. The tenderer should visit the site of work before offering their tenders. Other details may be obtained from the detailed tender notice. They are also advised to go through the concerned SORs etc. before quoting their rates.
  13. In case of contracts for a period of more than 6 months, payment of wages to the contract workers are to be made only through banks by the contractor. The contractor should get the accounts opened by the workers engaged by them. The wages must be as per minimum wages / prescribed wages & implementation of provision relating to CMPF / EPF should be ensured on priority.
  14. The management reserves the right to accept or reject any tenders or distribute the work amongst different tenderers without assigning any reason what-so-ever.

**Area Engineer (Civil)**  
**Rajmahal Area**

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**Distribution:**

1. C.G.M (I/C), RGOM; 2.CVO-ECL, HQ; 3.GM (CMC)-ECL HQ,GM (C & Env.)-ECL,HQ,; 4.All CGM/GMs –All Areas/Project,ECL.; 5.G.M(OP), Rajmahal OCP;
6. A.F.M -RJML ! They are requested to attend at the time of
7. A. M. (PC&D),RJML !opening.
8. All Area Engineers(C) of ECL
- 9.F.M (Cash), RJML Area ! Tender documents may be sold only after
- 10.Chief Cashier, Rajmahal Area ! getting written permission from  
! A.E(C), Rajmahal Area
- 11.All notice boards- Area/OCP/CHP/T.A. Office, Urjanagar.
- 12.Hony. Secy. Eastern Bihar Chamber of Commerce & Industries, Sultanganj, Bhagalpur.
- 13.Area Security Officer, Rjml - Please arrange security at the time of submission of tender and opening of tender.
14. P. M. (Admn), Rajmahal Area: With a request to arrange for publication (abridge form) in leading news paper **by 08.02.12** & tender notice & tender documents in WEB SITES as above – 1 (c).

Eastern Coalfields limited  
**(A Subsidiary of Coal India Limited)**  
**Rajmahal Group Of Mines**  
P.O : Bara Simra,Dist : Godda  
Pin - 814165

Part-I (Contains) : 56 (fifty six) pages only

Tender Notice No: ECL/RJML/CGM(I/C)/AE(C)/11-12/1256 Dated: 30.01.2012(SI No 01)

Name of Work: Development of road at D.D.Unit at ROCP.

Date & time of Submission  
Of Tender On 15.02.12 up to 1.00 P.M.

Date & time of opening of  
Tender (Part-I) On 17.02.12 at 3.30 P.M.

**Signature of the Officer.  
Issuing Tender Paper**

Name & Address of the  
Tenderer to whom issued -----  
-----  
-----

Date of Issue -----

Cost of Tender paper Rs.520.00 (Non refundable).

Cash Receipt No. & Date -----

## DETAILS TENDER NOTICE

Sealed tender in prescribed form and parts with the name of works superscribed as “**Development of road at D.D.Unit at ROCP.**” Tender Notice No.ECL/RJML/CGM(I/C)/AE(C)/11-12/1256 **dated 30.01.12 SI No 01** on each of the envelopes are invited from bonafide and experienced contractors and will be received at the Office of the (a) GM(Civil), Eastern Coalfields Limited, Sanctoria, P.O.Disergarh,Dist.Burdwan (WB) or (b) Office of the Area Engineer (C), Rajmahal Area, P.O.Bara Simra,Dist .Godda(Jharkhand) as mentioned in the Notice Inviting Tender (NIT) up to 1.00 p.m. **on 15.02.12** . Tender Box at respective submission offices will be **opened on 15.02.12 at 3.30 pm** only for recording the number of tender offers received at the respective places as mentioned above in presence of intending tenderers or their authorized representatives.All tenders (Part-I) as per NIT, will be opened **at 3.30 p.m. on 17.02.12** in the presence of the attending tenderers or their authorized representatives. In case where the tender is in two parts, only Part-I will be opened on the above day and time.

2.a) Tender should be submitted in the prescribed form in time. These forms together with the proposed contract document including specifications and tender drawings may be obtained from the Office/Offices as mentioned in the NIT on payment of **Rs. 520.00 (Non-refundable) (Rupees Five hundred twenty only)** as Application Fee for each set. The payment is to be made either in cash or by Demand Draft drawn in favour of Eastern Coalfields Limited on any schedule Bank payable at preferably on SBI ,RCMP Branch,Code-7265 or U.C.O. Bank, ECL Rajmahal project campus Branch ,code 1294. General Specification and description of work is enclosed with the tender document.

- 2.b) No tender shall be received by post.  
Any bids received after deadline at clause – 1 above due to any reasons whatsoever will not be accepted.
- 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 including Part-I & Part-II of the tenders as per the tender notice as applicable.
  - ii) Certified / attested copy of VAT Registration Certificate & PAN Card.
  - iii) Earnest Money Deposit (as specified hereafter).
  - iv) Power of Attorney in case the tender is signed by as authorized representative of the tenderer.
  - v) Full name and address of the tenderer shall be written on the bottom left hand corner of the each 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 in two parts as indicated in the Notice Inviting Tenders. Part-I shall consist of any deviations from terms and conditions of the tender and additional terms and conditions and if asked for, technical bid and credentials.

Part-II shall consist of tender documents as sold to the tenderers duly filling in rates, amounts etc. i.e. price bid. This will not contain any alternative items or suggestions, comments or conditions.

Part-I & Part-II should be submitted in two separate sealed envelopes superscribed as such. Thereafter, all the three envelopes (four envelopes in case of bidders using downloaded Bid Document) should be submitted in a sealed envelope with appropriate superscription.

The date of opening of Part-II of the tenders shall be communicated in due course after consideration of Part-I.

- 3) Earnest Money should be deposited a separate envelope all together, super scribing "Earnest Money deposit" and not inside the envelope containing Part-I or Part-II of price bid.  
For works value upto Rs.5.00 lakhs the Earnest Money may be deposited either in cash or in the form as mentioned in clause (10) of NIT. In case Earnest Money is deposited by cash, cash receipt is to be submitted in a separate sealed cover superscribed " Earnest Money" alongwith the tender as indicated in NIT.
- 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 tender will be dealt with as provided elsewhere in the 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.

In case of item rate tender a schedule of quantities is enclosed with the tender document. He should quote specific rate for each item in the schedule and the rates shall be in rupees and paise. The rates shall be written both in words and figures and the unit in the words and the amount against each item totaled. 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 duly authenticated with full signature and date by the tenderer. Erasing or over-writing in the tender documents may disqualify the tender.
- 7b) The tender shall be submitted either in English or in Hindi.

- 7c) Cost of Bidding :The bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible and liable for those cost.
8. The company shall not be responsible for any delay / difficulties / inaccessibility of the downloading facilities for any reason whatsoever.
9. The bidders, who will download the tender documents from website, will be required to submit an undertaking that they will accept the tender documents as available in the website and their tender shall be rejected if any tampering in the tender document is found to be done at the time of opening of tender.
10. *The bidders, who will download the tender documents from the website of the company will be required to pay the cost of tender documents (Application Fee) by Bank Draft as per NIT alongwith undertaking of tenderer as at sl. no. 9 and shall be submitted in a separate envelope ( i.e. fourth envelope) marked “cost of tender documents and the undertaking” and not with part- I /EMD.*
11. *In case of any discrepancy between the tender documents downloaded from website and the master copy available in the office, the latter shall prevail & will be binding on the tenders. No claim on this account will be entertained.*
12. *Every tenderer will have to submit a declaration in support of the authenticity of the credentials / certificates / documents submitted by him/ them in the form of an affidavit in non judicial stamp paper as per enclosed format provided in the tender document.*
13. The Tenderer shall closely study all specification clauses which govern the rates for which he is tendering.
14. VAT registration certificate should be accompanied with the tender.
15. The work should be completed within 2 (two) months & the date of commencement is to be taken as **10(Ten)** days from the issue of latter of acceptance of tender/work order or handing over the site or handing over reasonable number of working drawing to the contractor or the period of mobilization allowed in the work order for starting the work in special circumstances, which ever is latest.
16. On completion of the work all rubbish, debris, brick bats etc. shall be removed by the contractors at his/their own expenses and the site cleaned and handed over to the company and shall intimate official of having completed the work as per contract.
17. The company does not bind itself to accept the lowest tender and the reserves the right to reject any or all the tender without assigning any reasons whatsoever and to split up the work between two or more tenderers or accept the tender in part and not in entirety.
18. The tender(s) will indicate the equipment/machinery/vehicles he/they is/are going to use on this job and also give adequate evidence of experience in doing similar work and financial capacity to complete the work in time.

19. The tenderer(s) should also state that technical/supervisory personal he/they will be employing for supervising the work.

20(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.

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

21. 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.

22. 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.

23. An intending tenderer, after obtaining tender documents on payment, having doubts as to the meaning of any part of the tender documents 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.

24. On receipt of letter for acceptance of the tender issued by the company, the successful tenderer shall execute/accept contract agreement / work order in the company's prescribed form for the due fulfillment of the contract . Failure to enter into the required contract /accept the work order issued by the company within the specified period shall entail cancellation of letter of acceptance of tender / work-order and forfeiture of the earnest money. The written contract /work order to be entered into between the contractor and the company shall be foundation of the rights of both the parties and the contract shall not be deemed to be executed until the contract / work order is signed / accepted by both the parties i.e. Contractor and the company.

25(a) The validity period of the tender shall be 4 (four) months from the date of opening of price bid or revised price bid , if any.

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.

- 25 (b) 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.
26. The company reserves its right to allow Public Enterprises Purchase preference facility as admissible under prevailing policy.
27. No subletting of work as a whole by the contractor is permissible. Subletting of work in piece rated jobs is permissible with the prior approval of the department.

The Contract Agreement will specify major items of supply or services for which the contractor proposes to engage sub-contractor/ sub vendor. The contractor may from time to time propose any addition or deletion from any such list and will submit proposals in this regard to the Engineer-in-Charge / Designated Officer in charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer-in-Charge / Designated Officer in Charge will not relieve the contractor from any of his obligations, duties and responsibilities under the contract.

28. 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.
29. This detailed tender notice shall be deemed to be part of the contract agreement / work order

**EASTERN COALFIELDS LIMITED.**  
**Rajmahal Area**

TO BE FILLED UP BY THE TENDER.

PART-1.

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. Bank Account No. of the Company/Proprietor. :
5. In respect of proprietorship/partnership/limited Company, the name of the proprietor/partner/Directors together with their address. :
6. List of other Firms/partnership doing business in ECL whether in the above firm/partners/Directors. :
7. 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. :
8. 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. :
9. Details of Sales Tax/ VAT registration number if any. :
10. Details of PAN No. if any. :
11. FINANCIAL STATUS. :

**IMPORTANT NOTE.**

Tenderers are requested to furnish the full and complete information as required under Sl.No. 11,12 & 13 of Part-I in the respective columns directly on the format attached for the purpose.

In case of inadequate space particular column the relevant information should be furnished in the separate enclosure in the same manner as specified stating the column no. on top of the sheet in tabulated fashion yearwise as per proforma.

1. Photocopies of documents/credentials as asked for under Sl.No. 11,12 & 13 should be neat and legible.
2. Qualifications/eligibility of tenderer for opening the Part-II of tender should be clearly established in clause No. 11 to 13 itself with documentary proofs as desired in the NIT.
3. All photo copies of documents / credentials submitted with the tender must be authenticated by the Tenderer.
4. Tenders of those tenderers not complying the above guidelines are liable for summary rejection.

**P-11**  
**PROFORMA FOR SUBMISSION OF AFFIDAVIT BY THE**  
**TENDERER**

**NON JUDICIAL STAMP PAPER.**

**A F F I D A V I T**

I, ....., partner/Legal Attorney/  
 Accredited Representative of M/s....., solemnly  
 declare that :

1. We are submitting Tender for the  
 work.....

.....against

Tender

Notice No.....

dt.....

2. None of the Partners of our firm is relative of employee of Eastern  
 Coalfields Ltd.

3. Our Firm has not been banned or delisted by any Govt. or Quasi Govt.  
 agencies or PSU's (if banned or de-listed, details fact of the banning/delisting  
 must be clearly stated.

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

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

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

**Signature of the Tenderer**

Date.....

Seal of Notary

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

Eastern Coalfields Limited,  
Sanctoria, P.O. Dishergarh,  
Dist. Burdwan, West.Bengal,  
Pin - 713333.

Dear Sir,

In consideration of Eastern Coalfields Ltd. having its Registered Office at Sanctoria, P.O.Dishergarh, Dist. Burdwan (W.Bengal), Pin – 713333 (hereinafter called “the Company which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed to exempt M/s. ....having its Registered Office at .....(hereinafter called “the said tenderers” which expression shall unless repugnant to the subject or context includes its successors and assigns) from the demand under the terms and conditions of Tender No.....for .....(hereinafter called “the said Tender”) of each earnest money for the due fulfillment of the terms and conditions contained in the said Tender by the said Tenderer on production of Bank Guarantee for Rs.....). We ..... Bank ( hereinafter referred to as “ the Bank” ) do hereby undertake to pay to the company an amount not exceeding Rs..... on demand by the company for the reason of any breach by the Tenderer of any of the terms and conditions contained in the said Tender. . The decision of the company as to any such breach having been committed by the Tenderer shall be final and binding on us.

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

3) We, the said Bank further agree that the Guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect till

a demand or claim under this Guarantee is made on us in writing on or before the .....We shall discharge from all liability under this Guarantee thereafter.

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

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

Under jurisdiction of Asansol Court only.

**11.Details of similar nature of works in a single contract completed during last 7(Seven) years.**

<b>SPL. Attention</b>	Tenderers are to strictly fill up the full and complete information as asked for above directly on this sheet along with specific documentary evidence.				
Year & details of work	Work Order No. and Amount	Organization for which work was executed	Completion Amount & completion period	Photo copy of Work Order Enclosed.	Photo copy of completion certificated enclosed

**12.Details of On Going Works :**

<b>SPL. Attention</b>	Tenderers are to strictly fill up the full and complete information as asked for above directly on this sheet along with specific documentary evidence		
Details of work	Work Order No. and Amount	Organization for which work was executed	. Photo copy of Work Order enclosed.

**13. Year-wise details of similar nature work done & payment received during last seven years.**

<b>SPL. Attention</b>	Tenderers are to strictly fill up the full and complete information as asked for above directly on this sheet along with specific documentary evidence			
Year & details of work	Work Order No. and Amount	Organisation for which work was executed/ being executed.	Amount / payment received during the year	Photo copy of certificate issued by the Office of work order issuing authority indicating the details of colom. 1 to 4 enclosed

14. List of Technical personnel available :  
With the contractor with their qualification.
  
15. List of construction equipment available with the contractor.
  
16. Details of registration/enlistment No. with Govt./Semi Govt. Organization.
  
16. Details of Earnest Money Deposit  
In the form of irrevocable Bank Guarantee  
Or Certified Cheque / Demand Draft.....  
Demand Draft drawn in favour of **“EASTERN COALFIELDS LIMITED” A/C Rajmahal Project**  
on any Nationalised Bank payable at preferably  
**State Bank of India,SBI RCMP branch,Code 7265**  
**Or U.C. O bank,ECL Rajmahal Project Campus,code 1294**
  
17. Details of Licence for carrying out electrical works.

## **SPECIAL GUIDE LINES FOR TENDERERS FOR SUBMISSION OF TENDERS**

1. Tenderers are requested to pay special attention to go through notice inviting tenders and place the contents of Part-I in cover meant for Part-I and the contents of Part-II in the cover meant for Part-II of the tender as specified in the NIT so that improper placement of contents in two covers of Part-I & Part-II does not take place.

Both sealed envelopes of part-I and Part-II as well as sealed cover containing the Earnest Money are to be placed as such in another envelope and duly sealed indicating on the top of the envelope, the tender notice details and a certification that Part-I, Part-II and Earnest Money sealed envelopes are put in this envelope. The envelope containing EMD must not be placed in the envelope containing Part-I & Part-II.

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.

3. The information of Part-I of tender shall be examined and the Part-II of tender of such tenderers shall only be opened who will qualify in the light of various stipulations given in NIT. The date and time of opening of Part-II of tenders shall be intimated to the parties subsequently and the same shall be opened in the presence of the tenderers or their authorized representative who choose to be present.

The Part-II of the tender of such tenderers who will not qualify for opening shall stand rejected.

**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-in-charge are to be executed and any other lands and places provided by the employer for working space or any other purpose as may be specifically designated in the contract as forming part of the site.
  - v) The term **" Sub Contractor"** as employed herein, includes those having a direct contract with contractor either on piece rate, item rate, time rate or any other basis and it includes one who furnishes work to a special design according to the plans or specifications of this work but does not include 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 Civil Engineering cadre/ discipline who is competent to direct supervisors and authorised to be in charge of the works for the purpose of this contract. The Engineer in Charge /Designated Officer in Charge who is of an appropriate seniority, will be responsible for supervising and administering the contract, certifying payments due to the contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. The Engineer in Charge /Designated Officer in Charge may further appoint his representatives i.e. another person/Project Manager or any other competent person and notify to the contractor who is directly responsible for supervising the work being executed at the site, on his behalf under their Delegation of Powers of the company. However, overall responsibility, as far as the contract is concerned ,will be that of the Engineer in Charge/Designated Officer in Charge.
  - 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 person to the individual or to a member of the contractor's 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) **"Department "** means the Civil Engineering Department of Eastern Coalfields Ltd. / Units represented by appropriate authority.
- xvii) **"Act of Insolvency"** means as it is designed by presidency town insolvency act or provincial insolvency act or any act amending such originals.
- xviii) The words indicating the singular only also include the plural and vice versa where the context so requires.

## 2. **Contract Documents** :

The following documents shall constitute the contract documents :

- i) Notice inviting tender /detailed tender notice.
- ii) Article of agreement / 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.

### **N.B. DEVIATIONS** :

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

- 2.1. The contractor shall enter into and execute contract agreement in the prescribed form . The cost of the stamp papers for the contract agreement shall be borne by the contractor. Two sets of contract document / agreements shall be prepared and signed by both the parties. One of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy will be supplied to the contractor free of cost and the original is to be retained by the company. For any additional copies required by the contractors the price to be charged would be that of the cost of tender document (Application Fee ). All additional copies should be certified by the Engineer-in-charge. The contractor shall keep copy of these documents, on the site/place of work in proper manner so that these are available for inspection at all reasonable times by the engineer-in-charge, his representatives or any other officials authorised 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.

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

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

- i) For identification of AHR & ALR items the ceiling of +/- 20% respectively, when compared with the updated estimated rate, will be considered.

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

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

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

#### 2.4 **NEGOTIATIONS;**

Negotiations will be held only if the lowest rate received is not reasonable and the decision of the company regarding reasonableness of rates quoted will be final & binding on the bidders.

Work will be awarded to the lowest bidder (L1) without post tender negotiations if the rates are reasonable.

If rates are not reasonable, negotiations with L1 only may be undertaken to arrive at a reasonable rate.

#### 2.5 **ACCEPTANCE OF OFFER :**

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

#### 2.6 **BANNED OR DELISTED CONTRACTOARS ;**

The bidders would give a declaration that they have not been banned or delisted by any Govt. or Quasi Govt. agencies or PSU's . If a bidder has been banned or delisted by any Govt. or Quasi Govt. agencies or PSU's this fact must be clearly stated and it may not necessarily be a cause for

disqualification. If the declaration is not given, the bid will be rejected as non-responsive.

**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 amount worked out by the contractor shall be taken as correct.
- b) When the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or words, then the rates quoted by the contractors in words shall be taken as correct.
- c) 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.
- d) 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.
- e) In case of percentage rate tender, the contractors are required to quote their rates both in amount as well as in the percentage below / above the rates entered in the schedule. In such cases in the event of Arithmetical error committed in amount by the contractor, the tender percentage and not the amount should be taken into account.

**4 Earnest Money & Security deposit :**

Earnest Money to be deposited in the form of irrevocable Bank Guarantee from

Scheduled Bank/Branch acceptable to the company with validity 28 days beyond the validity of the Bid in the format given in the Bid document or in

the form of Certified Cheque or Demand Drafts in a separate envelope along with the tender.

Security Deposit shall consist of two parts;

- a) Performance Security Deposit to be submitted at award of work and
- (b) Retention Money to be recovered from R/A Bills.

4.1 The first part of Security Deposit including the Earnest Money already deposited shall be 5% of the Contract Value and should be submitted within 28 days of receipt of LOA by the successful bidder in any of the form given below:

- a) A Bank Guarantee from a Scheduled Bank in the prescribed Form.
- b) Govt. Securities or FDR .
- c) Demand Draft drawn in favour of the Company on any Scheduled Bank payable at Asansol Branch.

The Earnest Money / Bid Security deposited in the form of Bank Guarantee shall be discharged when the bidder has signed the Agreement and furnished the required Performance Security/Security Deposit . The Bid Security deposited in the form of Demand Draft shall be adjusted against the Security Deposit.

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

5% performance Security Deposit will be refunded within 14 days of the issue of Defect Liability Certificate (taking over certificate with a list of defects). Retention Money will be refunded after issue of No Defect Certificate.

4.3 The Bank Guarantee towards security deposit shall be acceptable only for values above Rs. 50,000/- and the bank guarantee shall also be valid for a minimum period of one year or the period of contract plus the period of retention of security deposit ( as described hereafter) or six months whichever is more. Bank Guarantee is to be submitted in the format prescribed by the company.. Bank Guarantee shall be irrevocable and from nationalized bank.

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

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

4.5 On completion of the entire work and certified as such by the Engineer -in-Charge and on passing of the final bill by the department, one half security deposit remaining with the company shall be refunded to the contractor. The other half shall be refunded to the contractor on the expiry of six months from

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

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

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

- 5.1 The company through its Engineer In charge or his representative shall, without radically changing the original scope and nature of the work, under contract, have power to make any alterations in or additions to or substitution of the original specifications, drawings, designs and instructions that may appear to be necessary or advisable during the progress of the work.

The contractor shall be bound to carry out the works in accordance with the instructions given to him in writing by the Engineer 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 The right is reserved to cancel any items of work included in the contract agreement or portion thereof in any stage of execution if found necessary to the work and such omission shall not be a waiver of any condition of the contract nor invalidate any of the provisions thereof.

- 5.3 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.

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 ( C ) / GM( C ) /CE( C ) of the company or Staff Officer (C) in this case, for the work awarded to company Hqrs. level and Area level respectively, whose decision shall be final and binding on the contractor.

5.4 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.( C )/GM( C )/CE( C )/ of the company or SO( C ) of the area in this case, 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. CGM( C )/ GM( C )/ CE( C )/ of the company or SO( C ) of the area in this case, if it is analysed item rates based on prevalent market rates of materials and labour following NBO/CPWD norms.

5.5 The time for completion of the originally contracted work shall be extended by the company in the proportion that the additional work ( in value) bears to the original contracted work ( in value) plus 25% of the time calculated as explained above or such further additional time as may be assessed and certified by the Engineer-In-Charge.

5.6 The company through its engineer-in-charge or his representative, on behalf of the company, shall have power to omit any part of the work in case of non-availability of a portion of the site or for any other reason and the contractor shall be bound to carry out the rest of the work in accordance with the instructions

given by the Engineer-In charge. The contractor on these grounds shall make no claim for.

- 5.7 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 therefore shall be resolved separately with the company as per the procedures / norms laid down hereafter.

**6 Time for completion of contract, extension thereof, defaults and compensation for delay.**

Time is 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 issued of letter of acceptance of tender/ work order or handing over the site of work or handing over reasonable number of working drawings to the contractor or the period of mobilization allowed in the work order for starting the work in special circumstances, whichever is later.

- 6.1 If the contractor, without reasonable cause or valid reasons, commits default in commencing the 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.

Additionally, the company will reserve the right to debar such defaulting contractors from participating in future tenders for a minimum period of 1(one) year.

- 6.2 If the contractor fails to maintain the required progress in terms of the agreed time and progress chart or to complete the work and clear the site on or before the contract or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the company on account of such breach, pay as compensation ( Liquidated Damages) @ half percent ( ½ %) of the contract price per week of delay. The aggregate of such compensation/ compensations shall not exceed 10(Ten) percent of the total value as shown in the contract.

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

- 6.2.1 The company, if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time of completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension granted being with L.D, the company will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the contractor as agreed damages equivalent to half percent of the contract value of the works for each week or part of the week subject to a ceiling of 10% of the contract price.
- 6.2.2 The company, if not satisfied that the works can be completed by the contractor, and in the event of failure on the part of the contractor to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the contract.
- 6.2.3 The company, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.
- 6.2.4 In the event of such termination of the contract as described in clauses 6.2.2 or 6.2.3 or both the company, shall be entitled to recover L.D. up to ten percent (10%) of the contract value and forfeit the security deposit made by the contractor besides getting the work completed by other means at the risk and cost of the contractor.
- 6.3 (a) The company may at its sole discretion, waive the payment of compensation on request received from the contractor indicating valid and acceptable reasons if the entire work is completed within the date as specified in the contract/ work order or as validly extended date without stipulating any 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 occurrences of any events causing delay as stated here under, the contractor shall intimate immediately in writing to the Engineer-In -Charge.
- a) Force--Majeure::
- i) Natural phenomena, 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.

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

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

- 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.

Hindrance register will be signed by both the parties. The contractor may also record his observations in the Hindrance Register. In case the contractor has a different opinion for hindrance and dispute arises then the matter would be referred to the EIC and or the next higher authority whose decision would be final & binding on the contractor & the decision to the communicated within 15 days.

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(CIVIL)/GM(C)/CE(CIVIL) 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-In charge 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 accepts 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 In charge.

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

- 7.1. The company does not undertake any responsibility for supply of any materials to the contractor.

7.2. 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.

- 7.3 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.
- 7.4 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.
- 7.5 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.
- 7.6 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.
- 7.7 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.
- 7.8 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.
- 7.9 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. Transportation and storage of such materials shall be done in specified manner in accordance with the law in force. The contractor shall also obtain license under such laws for, transportation, storage, use and all other operations, connected with the handling of the same.

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 opened to inspection and supervision by the Engineer- In-Charge or by his authorised representative or any other official of higher rank or any other person authorised 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 authorised 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 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 conforming 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 materials :** 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 Materials :**

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 material.

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 authorized representative and by the contractor or his authorized 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 authorized 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 upto 10% of the quantity provided in the agreement subject to overall value of work not exceeding the agreement value

ii) The CGM (CIVIL)/GM(CIVIL)/CE(CIVIL) of the company and/ or the staff Officer(C) of the area may authorise 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 authorisation of CGM (CIVIL)/GM (CIVIL)/CE(CIVIL) of the company or Staff Officer(Civil) 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 regularising 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.

- 9.7.3. The measurement shall be entered in the M.B. for the work done upto 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.

- 9.7.4 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.

- 9.7.5 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.

9.7.6 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. CGM(C)/GM(C)/CE(C) of the company in this case or any other officer nominated by CGM(C)/GM(C)/CE(C) for the purpose.

9.7.7 **Payment Stage: The payment stage involved will be as under,**

i) Signature of EA(Civil)/ Sr. Overseer(C) / Overseer(C) in MB's both in pages recording measurements, abstract of bill & the duly filled in bill form.

ii) Signature of Engineer(C)/ EE(C) with appropriate check measurements in the MB's and the bill form.

iii) *Signature of Sr. EE(C)/ SE(C) with appropriate check measurements in MB's and the bill form.*

iv) Signature of Engineer in Charge as per definition as at clause 1(vii) of the General Terms and Conditions, as a token of acceptance for payment of the bill. The EIC may sign in the abstract of the bill in the MB & the bill form. In between stage iii) and iv) accountal checking may be made by the concerned Accounts Officer/ Accountant.

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 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.
- b) Or commits default/breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the Engineer In charge , then on the expiry of the period as may be specified by the Engineer In charge in a notice in writing.  
Or
- c) Obtains a contract with the company as a result of ring tendering or other non-bonafide methods of competitive tendering.  
Or
- d) Shall offer or give or agree to give any person in the service of the company or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/acts of favour in relation to the obtaining or execution of this or any other contract for his company.  
Or
- e) Fails to complete the work or items of work with individual dates of completion, on or before the date/dates of completion or as extended by the company, then on the expiry of the period as may be specified by the Engineer In charge in a notice in writing.  
Or
- f) Transfers sublets, assigns the entire work or any portion thereof without the prior approval in writing from the Engineer Incharge,. 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 proprietor 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 In charge 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 upto 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 In charge 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 In charge 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;**

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

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 In-charge & 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 In charge 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 In charge.
- 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 In charge, furnish to him books of accounts, papers, relevant documents as may be necessary to enable the Engineer In charge 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 In charge. The Engineer In charge 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 In charge 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 In charge after the above rectifications are carried out / deficiencies are removed by the contractor to the satisfaction of Engineer In charge.

In the event there are no defects or the defects/ deficiencies are of a minor nature and the Engineer In charge 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 therefore 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 In charge 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.

- i) The company reserves the right to let other contractors also work in connection with the project and the contractor/contractors shall co-operate in the works for the introduction and stores and materials and execution of his/their works.
- iii) The contractor/contractors shall keep on the work site during the progress a competent and experienced Resident Engineer exclusively for the work and necessary assistants who shall represent the contractor(s). The contractor shall employ requisite staff of having proper qualification and experience, on the site in connection with the execution and maintenance of the work, the following technical staff

For Buildings, Roads, Water Supply & Sanitary Works :

1)	For value of work ranging from Rs. 10 lakhs to 20 lakhs.	1. Experienced Diploma holder.
2)	For value of work above Rs. 20 lakhs and up to Rs. 1 crore.	1 Experienced Graduate Engineer in addition to Diploma holder as per Sl.No. 4 below.
3)	For value of work in excess of Rs. 1 crore and for every additional 2 crores or part thereof.	1. Graduate Engineer extra in addition to Graduate Engineer and Diploma holder as per Sl.No. 1 & 4.
4)	For value of work in excess of Rs. 20 lakhs & for every additional Rs. 50 lakhs or part thereof.	1. Diploma holder extra.

For industrial structures :

1)	For value of work ranging from Rs.5 lakhs to Rs. 15 lakhs	1 experienced Diploma holder
2)	For value of work over Rs. 15 lakhs and upto Rs. 75 lakhs	1.experienced Graduate Engineer in addition to diploma holder as per sl.no.4 below.
3)	For value of work in excess of Rs.75 lakhs & for every additional Rs.1.5 crores or part thereof	1 Graduate Engineer extra in addition to graduate engineer and diploma holder as per sl.no.1 & 4 .
4)	For value in excess of Rs.15 lakhs & for every additional Rs.50 lakhs value or part thereof	1 Diploma holder extra.

The contractor shall intimate the Engineer Incharge in writing the names, qualifications experience and full postal address of each and every technical personnel employed at site by him.

The contractor(s) shall not be allowed to execute the work unless he/they engage the required technical staff at site as stated above. The delay on this account, if any, shall be the contractor's responsibility.

Important instructions shall be confirmed to the contractor(s) in writing. If any contractor / contractors in course of the works finds/find any discrepancy between the drawing, forming part of the contract documents and the physical conditions of the locality or any errors or omissions in drawings except those prepared by himself/themselves and not approved by the Engineer Incharge. It shall be his/their duty to immediately inform the Engineer Incharge in writing and the Engineer Incharge shall verify the same. Any work done after such discovery and without intimation as indicated above will be done at the risk of the contractor/contractors.

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

The contractor shall employ apprentices in the execution of the contract work as required under Apprentices Act.

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

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

All scaffoldings, ladders and such other structures which the workmen are likely to use shall be examined by the Engineer Incharge or his authorised representative whenever they want and the structure must be strong , durable, and safe and of such design as required by Engineer Incharge.

In no case any structure condemned by the Engineer In-charge or his authorised representatives shall be kept on the work and such structure must be pulled down within three hours of such condemnation and any certificate or instructions, however, shall in no way absolve the contractor/contractors from his / their responsibility , as an employer , as the company shall in no way be responsible for any claim.

The contractor / contractors shall at all times exercises reasonable precautions for the safety of employees in the performance of his/ their

contract and shall comply with all applicable provisions of the safety laws drawn by the State Govt. or Central Govt. or Municipalities and other authorities in India. The contractor/ contractors shall comply with the provision of the safety hand book as approved and amended from time to time by the Government of India .

vi) The contractor/contractors shall familiarize themselves with and be governed by all laws and rules of India and local statutes and order and regulation applicable to his/their work.

vi) a) 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.

b) The contractor shall have to ensure implementation of CMPF and Miscellaneous Provision Act. 1948 and allied scheme or Employees Provident Fund and Miscellaneous Provision Act. 1952 as the case may be 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 employees contribution (contractors share) to the respective CMPF/EPF Office and to submit statutory returns under intimation to principal employer.

vii) 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 In charge. 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.

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

ix) 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.

However, in the event of any changes in the sales tax works contract as required by the Statutory Authority during the contract period, necessary adjustments will be made in contractual payments. For this purpose, the base date shall be the date on which the price bids/revised price bids have been opened.

Amount payable/repayable for any subsequent change in the Sales Tax on works contract will be made to / from the contractors after departmental verification of such changes of tax law issued by the statutory authority.

x) The contractor/contractors shall make his/ their own arrangement for all materials, tools, staff, and laborer 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.

xi) The contractor/contractors shall make their own arrangement for carriage of all materials to the work site at his/ their own cost.

xii) The work shall not be sublet to any other party, unless approved by Engineer Incharge in writing.

xiii) (a) 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 upto 150 mm dia, as will be permitted by the Engineer Incharge in writing.

b) Anything of historical or other interest or of significant value unexpectedly discovered on the site is the property of the employer. The contractor is to notify the Nodal Officer or his nominee of such discoveries and carry out the Nodal Officer or his nominee's instructions for dealing with him.

xiv)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.

xv) 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 laborer considered necessary and the company may arrange for witnessing the payment to the labourer by its representative.

xvi) The contractor shall in additions to any indemnity provided by the relevant clauses of the agreement or by law, indemnify and keep indemnified for the following :

a) The company or any agent or employee of the company against any action, claim or proceeding relating to infringement or use of any patent or design right and shall pay any royalties or other charges which may be payable in respect of any article or material included in the contract.

However, the amount so paid shall be reimbursed by the company in the event such infringement has taken place in complying with the specific directions issued by the

company or the use of such article or materials was the result of any drawing and/ or specifications issued by the company after submission of tender by the contractor.

The contractor must notify immediately after any claim being made or any action brought against the company, or any agent or employee of company in respect of any such matter.

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

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

xvii) The contractor is under obligation to hand over to the company the vacant possession of the completed building/structures failing which the Engineer Incharge can impose a levy upon the contractor up to 5% of the total contract value for the delay in handing over the vacant possession of the completed works after giving a 15 (fifteen) days notice to the contractor.

xviii) 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.

In case of construction works without limiting the obligations and responsibilities under the contract, the contractor shall take insurance policy for the total value of work for the period from commencement to completion including defect liability period against risk of loss/damage to the extent as permissible under the law of insurance.

The contractor shall arrange necessary insurance and pledge the same in the name of the company and all moneys payable by the insurers shall be recovered by the company which shall be paid to the contractor in installments as may be certified by the Engineer In-charge for the purpose of rebuilding or replacement or repair of the works and/or goods destroyed or damaged for which payment was received from the insurers.

b) where any company building or part thereof is used, rented or leased by the contractor for the purpose of storing or using materials of combustible nature, the contractor shall take separate insurance policy for the entire building and the policy shall be deposited with the company.

c) The contractor shall at all times during the pendency of the contract indemnify the company against all claims, damages or compensation under the provision of the workmen's compensation act and shall take insurance policy covering all risk, claims, damages , or compensation payable under the Workmen's Compensation Act or under any other law relating thereto.

d) The contractor shall ensure that the insurance policy /policies is/are kept alive till full expiry of the contract by timely payment of premiums and it/they shall not be cancelled without the approval of the company and a provision is made to this effect in all policies , and similar insurance policies are also taken by his sub-contractors if any. The cost of premium shall be borne by the contractor and it shall be deemed to have been included in the tendered rate.

e) In the event of contractor's failure to effect or to keep in force the insurance referred to above or any other insurance which the contractor is required to effect under the terms of the contract, the company may effect and keep in force any such insurance and pay such premium/premiums as may be necessary for that purpose from time to time and recover the amount thus paid from any moneys due to the contractor.

THE CLAUSE 12XViii SHALL BE APPLICABLE FOR WORKS OF ESTIMATED VALUE OF OVER RS.50.00 LAKHS.

- xix) **Setting out** : The contractor shall be responsible for the contract and proper setting out of the works and correctness of the position, reduced levels, dimensions and alignment of all parts of the work including marking out the correct lay out in reference to the permanent bench mark and reference points. Only one permanent bench mark and basic reference lines shall be marked shown to the contractor as basic data.

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 & Misc. Provisions Act. 1948 & allied scheme 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 office and to submit statutory returns under intimation to principal employer. CMPF No. shall be furnished by the successful tenderer before execution of the agreement. However those contractors who are registered with EPF scheme having unique registration no. and their employees covered under the said scheme may continue to operate under EPF scheme.
- xxvi) ECL should 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 order or judiciary obstruction or delay by any out side elements / agency.

### 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 October 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.

There will be no defect liability period for works like Grass cutting, Jungle cutting, Surface dressing and any other work of similar nature to be decided by the Engineer-in-charge.

## **SETTLEMENT OF DISPUTES**

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

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

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

### **Special terms and Condition**

1. My/our offer covers all materials, labour, incidentals, overheads, all kinds of taxes whether local, Municipal, Provincial or royalty etc. including sales tax on works contract as applicable
2. All materials to be used in work shall be of the best kind and to the approval of the EIC. Materials with ISI mark shall be used irrespective of specifically mentioned in the description of item itself or not. Where such materials do not have ISI mark should confirm to the relevant BIS specification. The mark and brand of materials shall be as approved by the EIC.
3. All work shall be executed in accordance with description of item followed by detailed specification of respective SOR i.e CPWD 94, SP 2000, ECL 84 where from the items have been considered in the schedule of works and other stipulations made in the tender. In absence of detailed specifications in the relevant SOR, such item of works will be executed as per Ministry of surface Transport, specification for road and bridge works (Latest amendment) or BIS specification or as directed by the Engineer in Charge.
4. I/we have visited the site of work and gone through the scheduled of works annexed, specification, all terms and condition and various stipulations of the tender document before quoting my/our offer as above. I/we also declare to abide by the terms and conditions and various stipulations of the tender documents (Part I and Part II).
5. I/we agree to complete the above work procuring the required quantity of all materials including cement and steel etc. from open market at my/our own cost.
6. It is noted that the stipulated time of completion of the work and I/we agree to complete the work with all due diligence within the stipulated time accordingly to the specification and entire satisfaction of EIC.

**Signature of the Tenderer with seal**

**Eastern Coalfields Limited**  
**(A Subsidiary of Coal India Limited)**  
**RAJMAHAL GROUP OF MINES**  
**P.O : BARA SIMRA, DIST GODDA**  
**814165**

**PART-II**

**NIT NO: ECL/RJML/CGM(i/C)/AE(C)/11-12/1256 dt: 30.01.12**  
**(Sl.no 1)**



**PART – II (PRICE BID)**

1. Tender Notice No:ECL/RJML/CGM (I/C)/AE(C)/11-12/1256 Dated: 30.01.12 (SI No 1)
2. Name of person/Official(with designation)authorized to submit price bid. :
3. Amount of Earnest Money deposit :
4. Date of opening Tender (Part-II): After consideration of Part-I

Name & place of work: **Development of road at D.D.Unit at ROCP.**

I/We hereby agree to do the above mentioned work as per my/our quoted item rate as under with due consideration of various stipulations given in the Part-I & Part-II of the tender document Governing my/our quoted rate irrespective of whether all are specially mentioned in the description of item of not.

I/We also hereby declare to abide by the all terms & conditions and various stipulations of the tender document (Part-I & Part-II).

(Rates are quoted in figure as well as in words and the amount worked out for each item accordingly and duly totaled).

The Tenderer has to quote his/their rate is here under:

**BILL OF QUANTITY OF : Development of road at D.D.Unit at ROCP.**

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TOTAL : Rs

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(Total in words.....)  
 .....)

Signature of Tenderer  
 With Seal

**RATES TO BE QUOTED BY THE TENDERERS****BILL OF QUANTITY**

Development of road at D.D.Unit at ROCP

**Ref.No. ECL:RJML:CGM (I/C):AE(C):2011-12: 1256, Dt.30-01-12 (SI No 01)**

Sl	Item	Unit	Qty	Rate (Rs.)	Amount (Rs.)
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1 Supplying and stacking of graded stone aggregate of size range 63 mm to 40 mm at site.

CPWD '94 17.10

CuM	717.41		
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Rate in Rupees \_\_\_\_\_

2 Supplying and stacking of graded stone aggregate of size range 50 mm to 20 mm at site.

CPWD '94 17.9

CuM	360.54		
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Rate in Rupees \_\_\_\_\_

3 Laying water bound macadam base course with stone aggregate...including screening, shorting, spreading to template and consolidation with road roller complete.

CPWD '94 17.13

CuM	817.42		
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Rate in Rupees \_\_\_\_\_

4 Supplying and stacking of Moorum at site

CPWD '94 17.8

CuM	245.22		
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Rate in Rupees \_\_\_\_\_

**Total cost = Rs.** \_\_\_\_\_

Total in Rupees \_\_\_\_\_

\_\_\_\_\_ )

I / We here by agree to do this work at my / our above quoted rates.

Signature of the tenderer



**Eastern Coalfields Limited**  
**(A Subsidiary of Coal India Limited)**  
**Sanctoria, P.O.Dishergharh,Dt.Burdwan**

# **PART-I**

**NIT NO: ECL/RJML/CGM(I/C)/AE(C)/11-12/1256 dt:30-01-12**  
**(Sl.no- 2)**

**Eastern Coalfields Limited**  
(A Subsidiary of CIL)  
Rajmahal GOM

*Office of the Chief General Manager Incharge,  
Rajmahal Group of mines,  
P.O. : Bara Simra, Dist : Godda (Jharkhand)-Pin 814165*

Ref.No. ECL: RJML: CGM (I/C): AE(C):2011-12:1256

Dt.: 30-01-2012

**NOTICE INVITING TENDERS (NIT)**

Sealed ITEM RATED tenders in two parts (Part-1 & Part-II) are invited from reputed, bonafide, competent and resourceful contractors working / Enlisted in Government or Public Sector / Joint Sector Enterprise (Managed jointly by Govt. and private sector) or registered contractors of Coal India Ltd. and its Subsidiary companies for the following jobs at Rajmahal Area.

Sl.No.	Name of work	Approx. Cost (Rs.)	Earnest Money(Rs.)	Application Fee (Including 4% VAT) (Rs.)	Period of Completion
01.	Development of road at D.D.Unit at ROCP.	14.00 Lakhs	14,000.00	520.00	02(Two) Months
02.	Excavation of Pond at Bara Simra Mouza (Ph- I)	9.50 Lakhs	9,500.00	260.00	02(Two) Months
03.	Construction of 04 Shops at the Rehab site in Bara Simra Mouza, Rajmahal Area.	6.50 Lakhs	6,500.00	260.00	02(Two) Months

1. a) **Issue of Tender Documents** : Begins on **08.02.12** and closes on **13.02.12** (Issue / Sale up to 3.30 P.M. on working days except Saturdays /Sundays & Holidays).
- b) **Place of issue of tender Document** : (i) Office of the GM (Civil ) ECL, HQ., Sanctoria, P. O. : Dishergarh, Dist: Burdwan (WB) – 713333 as well as at (ii) Office of the Area Engineer(Civil), Rajmahal Area, P. O.: Bara Simra, Dist: Godda (Jharkhand) – 814165. No tender will be sent / received by post.
- c) Tender documents will be displayed through web site from 07 to 10 days before the last date of selling of the tender document. Tender Documents can also be downloaded from, our Web Site [WWW.easterncoal.gov.in](http://WWW.easterncoal.gov.in) & the web site of NIC: [WWW.tenders.gov.in](http://WWW.tenders.gov.in) for participation in the Tender process. Cost of Tender document shall be paid in cash, which is non-refundable. In case of tender document obtained by downloading from the Web site, cost of the tender document (Application fee) shall have to be deposited by the Tenderer in the form of '**Demand Draft**' / **banker's cheque drawn in the favour of "EASTERN COALFIELDS LTD. A/C, RAJMAHAL PROJECT"** payable either at SBI, RCMP Branch, Code – 7265 or UCO Bank, ECL Rajmahal Project Campus Branch, Code – 1294, Lalmatia, at the time of submission of the tender in a separate envelop (**4<sup>th</sup> envelop**) along with the 'undertaking for acceptance of the tender document as available in the web site' suitably marked "**Cost of tender document & the undertaking**". Tenderers shall be solely responsible for the correctness of the downloaded tender document. Submission of incomplete downloaded tender document will be rejected. No Tender Documents will be issued or received by Post.

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2. **Date and time of submission of Tender** : Up to 1:00 PM on **15.02.12 either** at the office of the GM (Civil ) ECL, HQ., Sanctoria, P. O. : Dishergarh, Dist: Burdwan (WB) – 713333 **or** at the office of Area Engineer(Civil), Rajmahal Area, P. O.: Bara Simra, Dist: Godda (Jharkhand) – 814165.
3. **Date and time of opening of tender paper (Part I)**: On **17.02.12 at 3.30 P.M** at Office of Area Engineer(Civil), Rajmahal Area. If the office happens to be closed on the date of opening of tender as specified, the tenders will be opened on the next working day at the same time and venue.
4. Tender boxes at respective submission offices will be opened on **15.02.12 at 3:30 P.M.** only for recording the number of offers received at the respective places (as mentioned in Sl. No. 2) in presence of intending tenderers or their authorised representatives.
5. Earnest Money is to be deposited in the form of Demand Draft or Banker's Cheque drawn in favour of "**EASTERN COALFIELDS LTD A/C, RAJMAHAL PROJECT**" payable either **in SBI RCMP branch, Code 7265 or UCO Bank, ECL Rajmahal Project campus branch, code 1294 Lalmatia.** The demand Draft is to be deposited to the Chief Cashier Rajmahal Area and the receipt of the same must be enclosed and submitted in separate envelop subscribing on the top of envelop "**Earnest Money**". Cost of tender document should be paid either in cash or by demand draft, which is non-refundable.
6. Tender documents will be issued in two parts. "PART – I" will contain full details of the tender i.e technical / commercial terms and conditions and "PART – II" will contain price bid only. Tender will be received in two parts i.e "PART – I" and "PART – II", each in separate sealed covers besides a 3rd cover containing "Earnest Money" & the 4<sup>th</sup> cover containing "Cost of Tender document (Application fee in the form of Bank Draft / Banker's Cheque) along with the undertaking" if downloaded from web, super scribing the 'Name of the work' and part. "PART – I" shall contain the VAT registration Certificate, PAN (Permanent Income tax Account no), documents in support of fulfilment or eligibility criteria, status of the Firm showing type of its formation (proprietorship / Partnership, limited Company or any other type), commercial and technical terms and conditions etc. and "PART – II" shall contain Price bid only. All the three sealed covers (four sealed covers if downloaded from web site) of '**PART – I**', '**PART – II**', '**Earnest money**' & '**Cost of tender document & undertaking (In case downloaded from web site)**' are to be put under another cover duly sealed while submitting the tender and clearly mentioning that this sealed cover contains 'PART – I', 'PART – II', 'Earnest Money' & 'Cost of tender document & undertaking (In case downloaded from web site)' for the particular work.
7. **Eligibility Criteria**
  - i) The intending tenderer must have in its name as a prime contractor experience of having successfully completed similar works during last 7(seven) years ending last day of month previous to the one in which bid applications are invited (i.e. eligibility period) should be either of the following...
    - a) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost  
Or
    - b) Two similar completed works each costing not less than the amount equal to 50% of the estimated cost.  
Or
    - c) One similar completed work each costing not less than the amount equal to 80% of the estimated cost.
  - ii) Average annual financial turnover of civil work during the last 3 years ending 31<sup>st</sup> March of the previous financial year should be at least 30% of the estimated cost.

**iii) Similar works will mean road/pavement works for SI No 01 & any Civil Eng'g Works for SI No 02& SI No 03.**

- v) Fulfillment of eligibility criteria is to be supported with documentary evidence in the form of certified /attested copy of work order, completion certificates, payment certificates indicating the period of work for which the payment has been made. Only such bidders who meet the above eligibility criteria and have submitted the required documents like VAT Registration Certificate, PAN Card, Status details of the firm (Copy of Partnership deed/Memorandum of Association and Article of Association in case of Limited company), Earnest Money, Audited Balance Sheet etc. shall qualify for opening of Part II of the tender i.e Price bid .Copies of all such documents shall be authenticated before submission and original shall be produced for verification as and when required.
8. ECL would not be liable for any compensation due to stoppage/change in scope of work due to local disturbance, change of Govt. policy, Law and any other Judiciary, obstruction of delay by any out side elements agency.
  9. The contractor shall make necessary payments of the Provident fund for the workmen employed by him for the work as per the laws prevailing under provisions of CMPF and Allied Schemes and Miscellaneous provisions ACT 1948 or Employees Provident fund and Miscellaneous provisions ACT 1952 as the case may be and will have to recover statutory dues and deposit the same along with employer's contribution (contractor's share) to the respective CMPF/EPF offices and to submit statutory returns under intimation to principle employer.
  10. Every tenderer will have to submit a declaration in support of the authenticity of the credential / certificates / documents submitted by him / them in the form of an affidavit in non-judicial stamp paper as per the enclosed format provided in the tender document
  11. The date of opening of Part II will be notified separately. The validity period of the tenders shall be 4(four) months from the date of opening of Price bid or revised Price bid, if any. No conditional tender will be accepted. All materials & equipment's required for completion of this job has to be arranged by the contractor.
  12. The tenderer should visit the site of work before offering their tenders. Other details may be obtained from the detailed tender notice. They are also advised to go through the concerned SORs etc. before quoting their rates.
  13. In case of contracts for a period of more than 6 months, payment of wages to the contract workers are to be made only through banks by the contractor. The contractor should get the accounts opened by the workers engaged by them. The wages must be as per minimum wages / prescribed wages & implementation of provision relating to CMPF / EPF should be ensured on priority.
  14. The management reserves the right to accept or reject any tenders or distribute the work amongst different tenderers without assigning any reason what-so-ever.

**Area Engineer (Civil)**  
**Rajmahal Area**

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**Distribution:**

1. C.G.M (I/C), RGOM; 2.CVO-ECL, HQ; 3.GM (CMC)-ECL HQ,GM (C & Env.)-ECL,HQ,; 4.All CGM/GMs –All Areas/Project,ECL.; 5.G.M(OP), Rajmahal OCP;
6. A.F.M -RJML ! They are requested to attend at the time of
7. A. M. (PC&D),RJML !opening.
8. All Area Engineers(C) of ECL
- 9.F.M (Cash), RJML Area ! Tender documents may be sold only after
- 10.Chief Cashier, Rajmahal Area ! getting written permission from  
! A.E(C), Rajmahal Area
- 11.All notice boards- Area/OCP/CHP/T.A. Office, Urjanagar.
- 12.Hony. Secy. Eastern Bihar Chamber of Commerce & Industries, Sultanganj, Bhagalpur.
- 13.Area Security Officer, Rjml - Please arrange security at the time of submission of tender and opening of tender.
14. P. M. (Admn), Rajmahal Area: With a request to arrange for publication (abridge form) in leading news paper **by 08.02.12** & tender notice & tender documents in WEB SITES as above – 1 (c).

Eastern Coalfields limited  
**(A Subsidiary of Coal India Limited)**  
**Rajmahal Group Of Mines**  
P.O : Bara Simra, Dist : Godda  
Pin - 814165

Part-I (Contains) : 55 (fifty five) pages only

Tender Notice No: ECL/RJML/CGM (I/C)/AE(C)/11-12/1256 Dated: 31.01.12 (Sl.no 2)

Name of Work: Excavation of Pond at Bara Simra Mouza (Ph- I)

Date & time of Submission  
Of Tender On 15.02.12 up to 1.00 P.M.

Date & time of opening of  
Tender (Part-I) On 17.02.12 at 3.30 P.M.

**Signature of the Officer.  
Issuing Tender Paper**

Name & Address of the  
Tenderer to whom issued -----

-----

-----

Date of Issue -----

Cost of Tender paper Rs.260.00 (Non refundable).

Cash Receipt No. & Date -----

### DETAILS TENDER NOTICE

Sealed tender in prescribed form and parts with the name of works superscribed as “Excavation of Pond at Bara Simra Mouza (Ph- I).” Tender Notice No.ECL/RJML/CGM(I/C)/AE(C)/11-12/ 1256 **dated 30.01.12 (Sl.no 2)** on each of the envelopes are invited from bonafide and experienced contractors and will be received at the Office of the (a) GM(Civil), Eastern Coalfields Limited, Sanctoria, P.O.Disergarh,Dist.Burdwan (WB) or (b) Office of the Area Engineer (C), Rajmahal Area, P.O.Bara Simra,Dist .Godda(Jharkhand) as mentioned in the Notice Inviting Tender (NIT) up to 1.00 p.m. **on 15.02.12** . Tender Box at respective submission offices will be **opened on 15.02.12 at 3.30 pm** only for recording the number of tender offers received at the respective places as mentioned above in presence of intending tenderers or their authorized representatives.All tenders (Part-I) as per NIT, will be opened **at 3.30 p.m. on 17.02.12** in the presence of the attending tenderers or their authorized representatives. In case where the tender is in two parts, only Part-I will be opened on the above day and time.

2.a) Tender should be submitted in the prescribed form in time. These forms together with the proposed contract document including specifications and tender drawings may be obtained from the Office/Offices as mentioned in the NIT on payment of **Rs. 260.00 (Non-refundable) (Rupees Two hundred Sixty only)** as Application Fee for each set. The payment is to be made either in cash or by Demand Draft drawn in favour of Eastern Coalfields Limited on any schedule Bank payable at preferably on SBI ,RCMP Branch,Code-7265 or U.C.O. Bank, ECL Rajmahal project campus Branch ,code 1294. General Specification and description of work is enclosed with the tender document.

- 2.b) No tender shall be received by post.  
Any bids received after deadline at clause – 1 above due to any reasons whatsoever will not be accepted.
- 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 including Part-I & Part-II of the tenders as per the tender notice as applicable.
  - ii) Certified / attested copy of VAT Registration Certificate & PAN Card.
  - iii) Earnest Money Deposit (as specified hereafter).
  - iv) Power of Attorney in case the tender is signed by as authorized representative of the tenderer.
  - v) Full name and address of the tenderer shall be written on the bottom left hand corner of the each 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 in two parts as indicated in the Notice Inviting Tenders. Part-I shall consist of any deviations from terms and conditions of the tender and additional terms and conditions and if asked for, technical bid and credentials.

Part-II shall consist of tender documents as sold to the tenderers duly filling in rates, amounts etc. i.e. price bid. This will not contain any alternative items or suggestions, comments or conditions.

Part-I & Part-II should be submitted in two separate sealed envelopes superscribed as such. Thereafter, all the three envelopes (four envelopes in case of bidders using downloaded Bid Document) should be submitted in a sealed envelope with appropriate superscription.

The date of opening of Part-II of the tenders shall be communicated in due course after consideration of Part-I.

- 3) Earnest Money should be deposited a separate envelope all together, super scribing “Earnest Money deposit” and not inside the envelope containing Part-I or Part-II of price bid.  
For works value upto Rs.5.00 lakhs the Earnest Money may be deposited either in cash or in the form as mentioned in clause (10) of NIT. In case Earnest Money is deposited by cash, cash receipt is to be submitted in a separate sealed cover superscribed “ Earnest Money” alongwith the tender as indicated in NIT.
- 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 tender will be dealt with as provided elsewhere in the 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.

In case of item rate tender a schedule of quantities is enclosed with the tender document. He should quote specific rate for each item in the schedule and the rates shall be in rupees and paise. The rates shall be written both in words and figures and the unit in the words and the amount against each item totaled. 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 duly authenticated with full signature and date by the tenderer. Erasing or over-writing in the tender documents may disqualify the tender.
- 7b) The tender shall be submitted either in English or in Hindi.

- 7c) Cost of Bidding :The bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible and liable for those cost.
8. The company shall not be responsible for any delay / difficulties / inaccessibility of the downloading facilities for any reason whatsoever.
9. The bidders, who will download the tender documents from website, will be required to submit an undertaking that they will accept the tender documents as available in the website and their tender shall be rejected if any tampering in the tender document is found to be done at the time of opening of tender.
10. *The bidders, who will download the tender documents from the website of the company will be required to pay the cost of tender documents (Application Fee) by Bank Draft as per NIT alongwith undertaking of tenderer as at sl. no. 9 and shall be submitted in a separate envelope ( i.e. fourth envelope) marked “cost of tender documents and the undertaking” and not with part- I /EMD.*
11. *In case of any discrepancy between the tender documents downloaded from website and the master copy available in the office, the latter shall prevail & will be binding on the tenders. No claim on this account will be entertained.*
12. *Every tenderer will have to submit a declaration in support of the authenticity of the credentials / certificates / documents submitted by him/ them in the form of an affidavit in non judicial stamp paper as per enclosed format provided in the tender document.*
13. The Tenderer shall closely study all specification clauses which govern the rates for which he is tendering.
14. VAT registration certificate should be accompanied with the tender.
15. The work should be completed within 2 (two) months & the date of commencement is to be taken as **10(Ten)** days from the issue of latter of acceptance of tender/work order or handing over the site or handing over reasonable number of working drawing to the contractor or the period of mobilization allowed in the work order for starting the work in special circumstances, which ever is latest.
16. On completion of the work all rubbish, debris, brick bats etc. shall be removed by the contractors at his/their own expenses and the site cleaned and handed over to the company and shall intimate official of having completed the work as per contract.
17. The company does not bind itself to accept the lowest tender and the reserves the right to reject any or all the tender without assigning any reasons whatsoever and to split up the work between two or more tenderers or accept the tender in part and not in entirety.

18. The tender(s) will indicate the equipment/machinery/vehicles he/they is/are going to use on this job and also give adequate evidence of experience in doing similar work and financial capacity to complete the work in time.
19. The tenderer(s) should also state that technical/supervisory personal he/they will be employing for supervising the work.
- 20(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.

- 20(b) Prior approval in writing of the Company shall be obtained before any change is made in the constitution of the contracting agency, otherwise it will be treated as a breach of contract.
21. 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.
22. 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.
23. An intending tenderer, after obtaining tender documents on payment, having doubts as to the meaning of any part of the tender documents 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.
24. On receipt of letter for acceptance of the tender issued by the company, the successful tenderer shall execute/accept contract agreement / work order in the company's prescribed form for the due fulfillment of the contract . Failure to enter into the required contract /accept the work order issued by the company within the specified period shall entail cancellation of letter of acceptance of tender / work-order and forfeiture of the earnest money. The written contract /work order to be entered into between the contractor and the company shall be foundation of the rights of both the parties and the contract shall not be deemed to be executed until the contract / work order is signed / accepted by both the parties i.e. Contractor and the company.

- 25(a) The validity period of the tender shall be 4 (four) months from the date of opening of price bid or revised price bid , if any.

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.

- 25 (b) 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.
26. The company reserves its right to allow Public Enterprises Purchase preference facility as admissible under prevailing policy.
27. No subletting of work as a whole by the contractor is permissible . Subletting of work in piece rated jobs is permissible with the prior approval of the department.

The Contract Agreement will specify major items of supply or services for which the contractor proposes to engage sub-contractor/ sub vendor. The contractor may from time to time propose any addition or deletion from any such list and will submit proposals in this regard to the Engineer-in-Charge / Designated Officer in charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer-in-Charge / Designated Officer in Charge will not relieve the contractor from any of his obligations, duties and responsibilities under the contract.

28. 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.
29. This detailed tender notice shall be deemed to be part of the contract agreement / work order

**EASTERN COALFIELDS LIMITED.**  
**Rajmahal Area**

TO BE FILLED UP BY THE TENDER.

PART-1.

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. Bank Account No. of the Company/Proprietor. :
5. In respect of proprietorship/partnership/limited Company, the name of the proprietor/partner/Directors together with their address. :
6. List of other Firms/partnership doing business in ECL whether in the above firm/partners/Directors. :
7. 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. :
8. 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. :
9. Details of Sales Tax/ VAT registration number if any. :
10. Details of PAN No. if any. :
11. FINANCIAL STATUS. :

**IMPORTANT NOTE.**

Tenderers are requested to furnish the full and complete information as required under Sl.No. 11,12 & 13 of Part-I in the respective columns directly on the format attached for the purpose.

In case of inadequate space particular column the relevant information should be furnished in the separate enclosure in the same manner as specified stating the column no. on top of the sheet in tabulated fashion yearwise as per proforma.

1. Photocopies of documents/credentials as asked for under Sl.No. 11,12 & 13 should be neat and legible.
2. Qualifications/eligibility of tenderer for opening the Part-II of tender should be clearly established in clause No. 11 to 13 itself with documentary proofs as desired in the NIT.
3. All photo copies of documents / credentials submitted with the tender must be authenticated by the Tenderer.
4. Tenders of those tenderers not complying the above guidelines are liable for summary rejection.

**P-11**  
**PROFORMA FOR SUBMISSION OF AFFIDAVIT BY THE**  
**TENDERER**

**NON JUDICIAL STAMP PAPER.**

**A F F I D A V I T**

I, ....., partner/Legal Attorney/  
 Accredited Representative of M/s....., solemnly  
 declare that :

1. We are submitting Tender for the  
 work.....

.....against  
 Tender

Notice No.....  
 dt.....

2. None of the Partners of our firm is relative of employee of Eastern  
 Coalfields Ltd.

3. Our Firm has not been banned or delisted by any Govt. or Quasi Govt.  
 agencies or PSU's (if banned or de-listed, details fact of the banning/delisting  
 must be clearly stated.

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

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

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

**Signature of the Tenderer**

Date.....

Seal of Notary

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

Eastern Coalfields Limited,  
Sanctoria, P.O. Dishergarh,  
Dist. Burdwan, West.Bengal,  
Pin - 713333.

Dear Sir,

In consideration of Eastern Coalfields Ltd. having its Registered Office at Sanctoria, P.O.Dishergarh, Dist. Burdwan (W.Bengal), Pin – 713333 (hereinafter called “the Company which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed to exempt M/s. ....having its Registered Office at .....(hereinafter called “the said tenderers” which expression shall unless repugnant to the subject or context includes its successors and assigns) from the demand under the terms and conditions of Tender No.....for .....(hereinafter called “the said Tender”) of each earnest money for the due fulfillment of the terms and conditions contained in the said Tender by the said Tenderer on production of Bank Guarantee for Rs.....). We ..... Bank ( hereinafter referred to as “ the Bank” ) do hereby undertake to pay to the company an amount not exceeding Rs..... on demand by the company for the reason of any breach by the Tenderer of any of the terms and conditions contained in the said Tender. . The decision of the company as to any such breach having been committed by the Tenderer shall be final and binding on us.

2) We,.....Bank do hereby undertake to pay an amount due and payable under this guarantee without any demur merely on a demand from the company stating that the amount claimed is due from the tenderer for the reason of breach by the said tenderer of any of the terms and conditions contained in the said Tender or for the reason of the Tenderer failing to keep the Tender open. Any such demand made on the Bank shall be conclusive. As

regard the amount due and payable by the Bank under this Guarantee shall be restricted to an amount not exceeding Rs.....

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

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

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

Under jurisdiction of Asansol Court only.

**11.Details of similar nature of works in a single contract completed during last 7(Seven) years.**

<b>SPL. Attention</b>	Tenderers are to strictly fill up the full and complete information as asked for above directly on this sheet along with specific documentary evidence.				
Year & details of work	Work Order No. and Amount	Organization for which work was executed	Completion Amount & completion period	Photo copy of Work Order Enclosed.	Photo copy of completion certificated enclosed

**12.Details of On Going Works :**

<b>SPL. Attention</b>	Tenderers are to strictly fill up the full and complete information as asked for above directly on this sheet along with specific documentary evidence		
Details of work	Work Order No. and Amount	Organization for which work was executed	. Photo copy of Work Order enclosed.

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**13. Year-wise details of similar nature work done & payment received during last seven years.**

<b>SPL. Attention</b>	Tenderers are to strictly fill up the full and complete information as asked for above directly on this sheet along with specific documentary evidence			
Year & details of work	Work Order No. and Amount	Organisation for which work was executed/ being executed.	Amount / payment received during the year	Photo copy of certificate issued by the Office of work order issuing authority indicating the details of colom. 1 to 4 enclosed

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14. List of Technical personnel available :  
With the contractor with their qualification.
15. List of construction equipment available with the contractor.
16. Details of registration/enlistment No. with Govt./Semi Govt. Organization.
16. Details of Earnest Money Deposit  
In the form of irrevocable Bank Guarantee  
Or Certified Cheque / Demand Draft.....  
Demand Draft drawn in favour of **“EASTERN COALFIELDS LIMITED” A/C Rajmahal Project**  
on any Nationalised Bank payable at preferably  
**State Bank of India,SBI RCMP branch,Code 7265**  
**Or U.C. O bank,ECL Rajmahal Projrect Campus,code 1294**
17. Details of Licence for carrying out electrical works.

### **SPECIAL GUIDE LINES FOR TENDERERS FOR SUBMISSION OF TENDERS**

1. Tenderers are requested to pay special attention to go through notice inviting tenders and place the contents of Part-I in cover meant for Part-I and the contents of Part-II in the cover meant for Part-II of the tender as specified in the NIT so that improper placement of contents in two covers of Part-I & Part-II does not take place.

Both sealed envelopes of part-I and Part-II as well as sealed cover containing the Earnest Money are to be placed as such in another envelope and duly sealed indicating on the top of the envelope, the tender notice details and a certification that Part-I, Part-II and Earnest Money sealed envelopes are put in this envelope. The envelope containing EMD must not be placed in the envelope containing Part-I & Part-II.

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.

3. The information of Part-I of tender shall be examined and the Part-II of tender of such tenderers shall only be opened who will qualify in the light of various stipulations given in NIT. The date and time of opening of Part-II of tenders shall be intimated to the parties subsequently and the same shall be opened in the presence of the tenderers or their authorized representative who choose to be present.

The Part-II of the tender of such tenderers who will not qualify for opening shall stand rejected.

### 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-in-charge are to be executed and any other lands and places provided by the employer for working space or any other purpose as may be specifically designated in the contract as forming part of the site.
- v) The term **" Sub Contractor"** as employed herein, includes those having a direct contract with contractor either on piece rate, item rate, time rate or any other basis and it includes one who furnishes work to a special design according to the plans or specifications of this work but does not include 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 Civil Engineering cadre/ discipline who is competent to direct supervisors and authorised to be in charge of the works for the purpose of this contract. The Engineer in Charge /Designated Officer in Charge who is of an appropriate seniority, will be responsible for supervising and administering the contract, certifying payments due to the contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. The Engineer in Charge /Designated Officer in Charge may further appoint his representatives i.e. another person/Project Manager or any other competent person and notify to the contractor who is directly responsible for

supervising the work being executed at the site, on his behalf under their Delegation of Powers of the company. However, overall responsibility, as far as the contract is concerned, will be that of the Engineer in Charge/Designated Officer in Charge.

- 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 person to the individual or to a member of the contractor's 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) "**Department**" means the Civil Engineering Department of Eastern Coalfields Ltd. / Units represented by appropriate authority.

- xvii) **"Act of Insolvency"** means as it is designed by presidency town insolvency act or provincial insolvency act or any act amending such originals.
- xviii) The words indicating the singular only also include the plural and vice versa where the context so requires.

## 2. **Contract Documents** :

The following documents shall constitute the contract documents :

- i) Notice inviting tender /detailed tender notice.
- ii) Article of agreement / 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.

### **N.B. DEVIATIONS** :

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

- 2.1. The contractor shall enter into and execute contract agreement in the prescribed form . The cost of the stamp papers for the contract agreement shall be borne by the contractor. Two sets of contract document / agreements shall be prepared and signed by both the parties. One of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy will be supplied to the contractor free of cost and the original is to be retained by the company. For any additional copies required by the contractors the price to be charged would be that of the cost of tender document (Application Fee ). All additional copies should be certified by the Engineer-in-charge. The contractor shall keep copy of these documents, on the site/place of work in proper manner so that these are available for inspection at all reasonable times by the engineer-in-charge, his representatives or any other officials authorised 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.
- 2.3 **Abnormally High Rate (AHR) & Abnormally Low Rate (ALR) Items.**

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

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

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

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

#### 2.4 **NEGOTIATIONS;**

Negotiations will be held only if the lowest rate received is not reasonable and the decision of the company regarding reasonableness of rates quoted will be final & binding on the bidders.

Work will be awarded to the lowest bidder (L1) without post tender negotiations if the rates are reasonable.

If rates are not reasonable, negotiations with L1 only may be undertaken to arrive at a reasonable rate.

#### 2.5 **ACCEPTANCE OF OFFER :**

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

## **2.6 BANNED OR DELISTED CONTRACTOARS ;**

The bidders would give a declaration that they have not been banned or delisted by any Govt. or Quasi Govt. agencies or PSU's . If a bidder has been banned or delisted by any Govt. or Quasi Govt. agencies or PSU's this fact must be clearly stated and it may not necessarily be a cause for disqualification. If the declaration is not given, the bid will be rejected as non-responsive.

## **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 amount worked out by the contractor shall be taken as correct.
- b) When the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or words, then the rates quoted by the contractors in words shall be taken as correct.
- c) 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.
- d) 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.

- e) In case of percentage rate tender, the contractors are required to quote their rates both in amount as well as in the percentage below / above the rates entered in the schedule. In such cases in the event of Arithmetical error

committed in amount by the contractor, the tender percentage and not the amount should be taken into account.

4

**Earnest Money & Security deposit :**

Earnest Money to be deposited in the form of irrevocable Bank Guarantee from

Scheduled Bank/Branch acceptable to the company with validity 28 days beyond the validity of the Bid in the format given in the Bid document or in the form of Certified Cheque or Demand Drafts in a separate envelope along with the tender.

Security Deposit shall consist of two parts;

- a) Performance Security Deposit to be submitted at award of work and
- (b) Retention Money to be recovered from R/A Bills.

4.1 The first part of Security Deposit including the Earnest Money already deposited shall be 5% of the Contract Value and should be submitted within 28 days of receipt of LOA by the successful bidder in any of the form given below:

- a) A Bank Guarantee from a Scheduled Bank in the prescribed Form.
- b) Govt. Securities or FDR .
- c) Demand Draft drawn in favour of the Company on any Scheduled Bank payable at Asansol Branch.

The Earnest Money / Bid Security deposited in the form of Bank Guarantee shall be discharged when the bidder has signed the Agreement and furnished the required Performance Security/Security Deposit . The Bid Security deposited in the form of Demand Draft shall be adjusted against the Security Deposit.

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

5% performance Security Deposit will be refunded within 14 days of the issue of Defect Liability Certificate (taking over certificate with a list of defects). Retention Money will be refunded after issue of No Defect Certificate.

4.3 The Bank Guarantee towards security deposit shall be acceptable only for values above Rs. 50,000/- and the bank guarantee shall also be valid for a minimum period of one year or the period of contract plus the period of retention of security deposit ( as described hereafter) or six months whichever is more. Bank Guarantee is to be submitted in the format prescribed by the company.. Bank Guarantee shall be irrevocable and from nationalized bank.

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

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

4.5 On completion of the entire work and certified as such by the Engineer -in-Charge and on passing of the final bill by the department, one half security deposit remaining with the company shall be refunded to the contractor. The other half shall be refunded to the contractor on the expiry of six months from the date of completion as certified by the Engineer-In-Charge 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.
- b) In the case of building work / other work of similar nature, the refund shall be made on the expiry of the said six months period or at the end of one full monsoon period i.e. June to September, whichever is later in point of time and any defects such as leakage in roof, efflorescence in walls, dampness, defects in drainage etc. should be rectified to the satisfaction of Engineer-In-Charge.

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

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

5.1 The company through its Engineer In charge or his representative shall, without radically changing the original scope and nature of the work, under contract, have power to make any alterations in or additions to or substitution of the original specifications, drawings, designs and instructions that may appear to be necessary or advisable during the progress of the work.

The contractor shall be bound to carry out the works in accordance with the instructions given to him in writing by the Engineer 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 The right is reserved to cancel any items of work included in the contract agreement or portion thereof in any stage of execution if found necessary to the work and such omission shall not be a waiver of any condition of the contract nor invalidate any of the provisions thereof.

5.3 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.

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 ( C ) / GM( C ) /CE( C ) of the company or Staff Officer (C) in this case, for the work awarded to company Hqrs. level and Area level respectively, whose decision shall be final and binding on the contractor.

5.4 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.( C )/GM( C )/CE( C )/ of the company or SO( C ) of the area in this case, 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. CGM( C )/ GM( C )/ CE( C )/ of the company or SO( C ) of the area in this case, if it is analysed item rates based on prevalent market rates of materials and labour following NBO/CPWD norms.

5.5 The time for completion of the originally contracted work shall be extended by the company in the proportion that the additional work ( in value) bears to the

original contracted work ( in value) plus 25% of the time calculated as explained above or such further additional time as may be assessed and certified by the Engineer-In-Charge.

- 5.6 The company through its engineer-in-charge or his representative, on behalf of the company, shall have power to omit any part of the work in case of non-availability of a portion of the site or for any other reason and the contractor shall be bound to carry out the rest of the work in accordance with the instructions given by the Engineer-In charge. The contractor on these grounds shall make no claim for.
- 5.7 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 therefore shall be resolved separately with the company as per the procedures / norms laid down hereafter.

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

Time is 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 issued of letter of acceptance of tender/ work order or handing over the site of work or handing over reasonable number of working drawings to the contractor or the period of mobilization allowed in the work order for starting the work in special circumstances, whichever is later.

- 6.1 If the contractor, without reasonable cause or valid reasons, commits default in commencing the 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.

Additionally, the company will reserve the right to debar such defaulting contractors from participating in future tenders for a minimum period of 1(one) year.

- 6.2 If the contractor fails to maintain the required progress in terms of the agreed time and progress chart or to complete the work and clear the site on or before the contract or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the company on account of such breach, pay as compensation ( Liquidated Damages) @ half percent (  $\frac{1}{2}$  %) of the contract price per week of delay. The aggregate of such compensation/ compensations shall not exceed 10(Ten) percent of the total value as shown in the contract.  
This will also apply to items or group of items for which separate period of completion has been specified. The amount of compensation may be adjusted or setoff against any sum payable to the contractor under this or any other contract with the company.
- 6.2.1 The company, if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time of completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension granted being with L.D, the company will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the contractor as agreed damages equivalent to half percent of the contract value of the works for each week or part of the week subject to a ceiling of 10% of the contract price.
- 6.2.2 The company, if not satisfied that the works can be completed by the contractor, and in the event of failure on the part of the contractor to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the contract.
- 6.2.3 The company, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.
- 6.2.4 In the event of such termination of the contract as described in clauses 6.2.2 or 6.2.3 or both the company, shall be entitled to recover L.D. up to ten percent (10%) of the contract value and forfeit the security deposit made by the contractor besides getting the work completed by other means at the risk and cost of the contractor.
- 6.3 (a) The company may at its sole discretion, waive the payment of compensation on request received from the contractor indicating valid and acceptable reasons if the entire work is completed within the date as specified in the contract/ work order or as validly extended date without stipulating any 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 occurrences of any events causing delay as stated here under, the contractor shall intimate immediately in writing to the Engineer-In -Charge.

a) Force--Majeure::

- i) Natural phenomena, 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.

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

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

- 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.

Hindrance register will be signed by both the parties. The contractor may also record his observations in the Hindrance Register. In case the contractor has a different opinion for hindrance and dispute arises then the matter would be referred to the EIC and or the next higher authority whose decision would be final & binding on the contractor & the decision to the communicated within 15 days.

- 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 genuineness 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(CIVIL)/GM(C)/CE(CIVIL) 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-In charge 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 accepts 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 In charge.

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

- 7.1. The company does not undertake any responsibility for supply of any materials to the contractor.

- 7.2. 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.
- 7.3 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.
- 7.4 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.
- 7.5 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.
- 7.6 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.
- 7.7 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.
- 7.8 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.
- 7.9 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. Transportation and storage of such materials shall be done in specified manner in accordance with the law in force. The contractor shall also obtain license under such laws for, transportation, storage, use and all other operations, connected with the handling of the same.

**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 opened to inspection and supervision by the Engineer- In-Charge or by his authorised representative or any other official of higher rank or any other person authorised 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 authorised 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 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 conforming 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 materials :** 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 Materials :**

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 material.

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 authorized representative and by the contractor or his authorized 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 authorized 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 upto 10% of the quantity provided in the agreement subject to overall value of work not exceeding the agreement value
  - ii) The CGM (CIVIL)/GM(CIVIL)/CE(CIVIL) of the company and/ or the staff Officer(C) of the area may authorise 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 authorisation of CGM (CIVIL)/GM (CIVIL)/CE(CIVIL) of the company or Staff Officer(Civil) 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 regularising 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.

9.7.3. The measurement shall be entered in the M.B. for the work done upto 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.

- 9.7.4 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.
- 9.7.5 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.
- 9.7.6 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. CGM(C)/GM(C)/CE(C) of the company in this case or any other officer nominated by CGM(C)/GM(C)/CE(C) for the purpose.
- 9.7.7 Payment Stage: The payment stage involved will be as under,**
- i) Signature of EA(Civil)/ Sr. Overseer(C) / Overseer(C) in MB's both in pages recording measurements, abstract of bill & the duly filled in bill form.
  - ii) Signature of Engineer(C)/ EE(C) with appropriate check measurements in the MB's and the bill form.
  - iii) *Signature of Sr. EE(C)/ SE(C) with appropriate check measurements in MB's and the bill form.*
  - iv) Signature of Engineer in Charge as per definition as at clause 1(vii) of the General Terms and Conditions, as a token of acceptance for payment of the bill. The EIC may sign in the abstract of the bill in the MB & the bill form. In between stage iii) and iv) accountal checking may be made by the concerned Accounts Officer/ Accountant.

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 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.

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

Or

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

Or

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

Or

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

Or

f) Transfers sublets, assigns the entire work or any portion thereof without the prior approval in writing from the Engineer Incharge,. 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 proprietor 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 contractor's 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 In charge 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 upto 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 In charge 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 In charge 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;**

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

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 In-charge & 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 In charge 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 In charge.
- 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 In charge, furnish to him books of accounts, papers, relevant documents as may be necessary to enable the Engineer In charge 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 In charge. The Engineer In charge 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 In charge 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 In charge after the above rectifications are carried out / deficiencies are removed by the contractor to the satisfaction of Engineer In charge.

In the event there are no defects or the defects/ deficiencies are of a minor nature and the Engineer In charge 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 therefore 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 In charge 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.

- i) The company reserves the right to let other contractors also work in connection with the project and the contractor/contractors shall co-operate in the works for the introduction and stores and materials and execution of his/their works.
- iii) The contractor/contractors shall keep on the work site during the progress a competent and experienced Resident Engineer exclusively for the work and necessary assistants who shall represent the contractor(s). The contractor shall employ requisite staff of having proper qualification and experience, on the site in connection with the execution and maintenance of the work, the following technical staff

For Buildings, Roads, Water Supply & Sanitary Works :

1)	For value of work ranging from Rs. 10 lakhs to 20 lakhs.	1. Experienced Diploma holder.
2)	For value of work above Rs. 20 lakhs and up to Rs. 1 crore.	1 Experienced Graduate Engineer in addition to Diploma holder as per Sl.No. 4 below.
3)	For value of work in excess of Rs. 1 crore and for every additional 2 crores or part thereof.	1. Graduate Engineer extra in addition to Graduate Engineer and Diploma holder as per Sl.No. 1 & 4.
4)	For value of work in excess of Rs. 20 lakhs & for every additional Rs. 50 lakhs or part thereof.	1. Diploma holder extra.

For industrial structures :

1)	For value of work ranging from Rs.5 lakhs to Rs. 15 lakhs	1 experienced Diploma holder
2)	For value of work over Rs. 15 lakhs and upto Rs. 75 lakhs	1.experienced Graduate Engineer in addition to diploma holder as per sl.no.4 below.
3)	For value of work in excess of Rs.75 lakhs & for every additional Rs.1.5 crores or part thereof	1 Graduate Engineer extra in addition to graduate engineer and diploma holder as per sl.no.1 & 4 .
4)	For value in excess of Rs.15 lakhs &	1 Dllploma holder extra.

for every additional Rs.50 lakhs value or part thereof	
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The contractor shall intimate the Engineer Incharge in writing the names, qualifications experience and full postal address of each and every technical personnel employed at site by him.

The contractor(s) shall not be allowed to execute the work unless he/they engage the required technical staff at site as stated above. The delay on this account, if any, shall be the contractor's responsibility.

Important instructions shall be confirmed to the contractor(s) in writing. If any contractor / contractors in course of the works finds/find any discrepancy between the drawing, forming part of the contract documents and the physical conditions of the locality or any errors or omissions in drawings except those prepared by himself/themselves and not approved by the Engineer Incharge. It shall be his/their duty to immediately inform the Engineer Incharge in writing and the Engineer Incharge shall verify the same. Any work done after such discovery and without intimation as indicated above will be done at the risk of the contractor/contractors.

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

The contractor shall employ apprentices in the execution of the contract work as required under Apprentices Act.

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

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

All scaffoldings, ladders and such other structures which the workmen are likely to use shall be examined by the Engineer Incharge or his authorised representative whenever they want and the structure must be strong , durable, and safe and of such design as required by Engineer Incharge.

In no case any structure condemned by the Engineer In-charge or his authorised representatives shall be kept on the work and such structure must

be pulled down within three hours of such condemnation and any certificate or instructions, however, shall in no way absolve the contractor/contractors from his / their responsibility , as an employer , as the company shall in no way be responsible for any claim.

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

vi) The contractor/contractors shall familiarize them selves with and be governed by all laws and rules of India and local statutes and order and regulation applicable to his/their work.

vi)

a) 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 opened for inspection by the Engineer-in-charge or by the nominated representative of the principal Employer.

b) The contractor shall have to ensure implementation of CMPF and Miscellaneous Provision Act. 1948 and allied scheme or Employees Provident Fund and Miscellaneous Provision Act.1952 as the case may be 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 employees contribution(contractors share) to the respective CMPF/EPF Office and to submit statutory returns under intimation to principal employer.

vii) 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 In charge. 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.

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

ix) 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.

However, in the event of any changes in the sales tax works contract as required by the Statutory Authority during the contract period, necessary adjustments will be made in contractual payments. For this purpose, the base date shall be the date on which the price bids/revised price bids have been opened.

Amount payable/repayable for any subsequent change in the Sales Tax on works contract will be made to / from the contractors after departmental verification of such changes of tax law issued by the statutory authority.

x) The contractor/contractors shall make his/ their own arrangement for all materials, tools, staff, and laborer 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.

xi) The contractor/contractors shall make their own arrangement for carriage of all materials to the work site at his/ their own cost.

xii) The work shall not be sublet to any other party, unless approved by Engineer Incharge in writing.

xiii) (a) 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 upto 150 mm dia, as will be permitted by the Engineer Incharge in writing.

b) Anything of historical or other interest or of significant value unexpectedly discovered on the site is the property of the employer. The contractor is to notify the Nodal Officer or his nominee of such discoveries and carry out the Nodal Officer or his nominee's instructions for dealing with him.

xiv)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.

xv) 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 laborer considered necessary and the company may arrange for witnessing the payment to the labourer by its representative.

xvi) The contractor shall in additions to any indemnity provided by the relevant clauses of the agreement or by law, indemnify and keep indemnified for the following :

a) The company or any agent or employee of the company against any action, claim or proceeding relating to infringement or use of any patent or design right and shall pay any royalties or other charges which may be payable in respect of any article or material included in the contract.

However, the amount so paid shall be reimbursed by the company in the event such infringement has taken place in complying with the specific directions issued by the company or the use of such article or materials was the result of any drawing and/ or specifications issued by the company after submission of tender by the contractor.

The contractor must notify immediately after any claim being made or any action brought against the company, or any agent or employee of company in respect of any such matter.

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

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

xvii) The contractor is under obligation to hand over to the company the vacant possession of the completed building/structures failing which the Engineer Incharge can impose a levy upon the contractor up to 5% of the total contract value for the delay in handing over the vacant possession of the completed works after giving a 15 (fifteen) days notice to the contractor.

xviii) 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.

In case of construction works without limiting the obligations and responsibilities under the contract, the contractor shall take insurance policy for the total value of work for the period from commencement to completion including defect liability period against risk of loss/damage to the extent as permissible under the law of insurance.

The contractor shall arrange necessary insurance and pledge the same in the name of the company and all moneys payable by the insurers shall be

recovered by the company which shall be paid to the contractor in installments as may be certified by the Engineer In-charge for the purpose of rebuilding or replacement or repair of the works and/or goods destroyed or damaged for which payment was received from the insurers.

b) where any company building or part thereof is used, rented or leased by the contractor for the purpose of storing or using materials of combustible nature, the contractor shall take separate insurance policy for the entire building and the policy shall be deposited with the company.

c) The contractor shall at all times during the pendency of the contract indemnify the company against all claims, damages or compensation under the provision of the workmen's compensation act and shall take insurance policy covering all risk, claims, damages, or compensation payable under the Workmen's Compensation Act or under any other law relating thereto.

d) The contractor shall ensure that the insurance policy /policies is/are kept alive till full expiry of the contract by timely payment of premiums and it/they shall not be cancelled without the approval of the company and a provision is made to this effect in all policies, and similar insurance policies are also taken by his sub-contractors if any. The cost of premium shall be borne by the contractor and it shall be deemed to have been included in the tendered rate.

e) In the event of contractor's failure to effect or to keep in force the insurance referred to above or any other insurance which the contractor is required to effect under the terms of the contract, the company may effect and keep in force any such insurance and pay such premium/premiums as may be necessary for that purpose from time to time and recover the amount thus paid from any moneys due to the contractor.

THE CLAUSE 12XViii SHALL BE APPLICABLE FOR WORKS OF ESTIMATED VALUE OF OVER RS.50.00 LAKHS.

- xix) **Setting out** : The contractor shall be responsible for the contract and proper setting out of the works and correctness of the position, reduced levels, dimensions and alignment of all parts of the work including marking out the correct lay out in reference to the permanent bench mark and reference points. Only one permanent bench mark and basic reference lines shall be marked shown to the contractor as basic data.

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 & Misc. Provisions Act. 1948 & allied scheme 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 office and to submit statutory returns under intimation to principal employer. CMPF No. shall be furnished by the successful tenderer before execution of the agreement. However those contractors who are registered with EPF scheme having unique registration no. and their employees covered under the said scheme may continue to operate under EPF scheme.
- xxvi) ECL should 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 order or judiciary obstruction or delay by any out side elements / agency.

### 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 October 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.

There will be no defect liability period for works like Grass cutting, Jungle cutting, Surface dressing and any other work of similar nature to be decided by the Engineer-in-charge.

### **SETTLEMENT OF DISPUTES**

- 15.1 It is incumbent upon the contractor to avoid litigation and disputes during the course of execution. However, if such disputes take place between the contractor and the department, effort shall be made first to settle the disputes at the company level.
- The contractor should make request in writing to the engineer-in-charge for settlement of such disputes / claims within 30(thirty) days of arising of the cause of dispute / claim failing which no disputes / claims of the contractor shall be entertained by the company.
- 15.2 If differences still persist, the settlement of the dispute with Govt. Agencies shall be dealt with as per the guidelines issued by the Ministry of Finance, Govt. of India in this regard. In case of parties other than Govt. Agencies, the redressal of the dispute may be sought in the Court of Law.

### **Special terms and Condition**

1. My/our offer covers all materials, labour, incidentals, overheads, all kinds of taxes whether local, Municipal, Provincial or royalty etc. including sales tax on works contract as applicable
2. All materials to be used in work shall be of the best kind and to the approval of the EIC. Materials with ISI mark shall be used irrespective of specifically mentioned in the description of item itself or not. Where such materials do not have ISI mark should confirm to the relevant BIS specification. The mark and brand of materials shall be as approved by the EIC.
3. All work shall be executed in accordance with description of item followed by detailed specification of respective SOR i.e CPWD 94, SP 2000, ECL 84 where from the items have been considered in the schedule of works and other stipulations made in the tender. In absence of detailed specifications in the relevant SOR, such item of works will be executed as per Ministry of surface Transport, specification for road and bridge works (Latest amendment) or BIS specification or as directed by the Engineer in Charge.
4. I/we have visited the site of work and gone through the scheduled of works annexed, specification, all terms and condition and various stipulations of the tender document before quoting my/our offer as above. I/we also declare to abide by the terms and conditions and various stipulations of the tender documents (Part I and Part II).
5. I/we agree to complete the above work procuring the required quantity of all materials including cement and steel etc. from open market at my/our own cost.
6. It is noted that the stipulated time of completion of the work and I/we agree to complete the work with all due diligence within the stipulated time accordingly to the specification and entire satisfaction of EIC.

**Signature of the Tenderer with seal**

**Eastern Coalfields Limited**  
**(A Subsidiary of Coal India Limited)**  
**RAJMAHAL GROUP OF MINES**  
**P.O : BARA SIMRA, DIST GODDA**  
**814165**

**PART-II**

**NIT NO: ECL/RJML/CGM(i/C)/AE(C)/11-12/1256 dt: 30.01.12**  
**(Sl.no 2)**

**Eastern Coalfields Limited**  
**(A Subsidiary of Coal India Limited)**  
**RAJMAHAL GROUP OF MINES**  
**P.O : BARA SIMRA, DIST GODDA**  
**814165**

Part-II : Contains 2 (Two) Pages

Tender Notice NO: ECL/RJML/CGM(i/C)/AE(C)/11-12/1256 dated: 30.01.10(Sl.no 2)

Name of Work : **Excavation of Pond at Bara Simra Mouza (Ph- I).**

Date & time of Submission  
of Tender

On 15.02.12 up to 1.00 P.M.

Date & time of opening of  
Tender (Part-I)

On 17.02.12 at 3.30 P.M.

**Signature of the Officer**  
**Issuing Tender Papers**

Name & Address of the  
Tenderer to whom issued

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 -----

Date of Issue

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Cost of Tender paper

Rs.260.00 (Non refundable).

Cash Receipt No. & Date

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**PART – II (PRICE BID)**

1. Tender Notice No. : ECL/RJML/CGM(I/C)/AE©/11-12/1256 dated 30.01.12  
(Sl. No. 02)
2. Name of person/Official(with designation)authorized to submit price bid. :
3. Amount of Earnest Money deposit :
4. Date of opening Tender (Part-II): After consideration of Part-I

Name & place of work: **Excavation of Pond at Bara Simra Mouza (Ph- I).**

I/We hereby agree to do the above mentioned work as per my/our quoted item rate as under with due consideration of various stipulations given in the Part-I & Part-II of the tender document Governing my/our quoted rate irrespective of whether all are specially mentioned in the description of item of not.

I/We also hereby declare to abide by the all terms & conditions and various stipulations of the tender document (Part-I & Part-II).

(Rates are quoted in figure as well as in words and the amount worked out for each item accordingly and duly totaled).

The Tenderer has to quote his/their rate is here under:

**BILL OF QUANTITY OF : Excavation of Pond at Bara Simra Mouza (Ph- I).**

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TOTAL : Rs

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(Total in words.....  
.....)

Signature of Tenderer  
With Seal

**RATES TO BE QUOTED BY THE TENDERERS****BILL OF QUANTITY****Excavation of Pond at Bara Simra Mouza (Ph- I)**

Ref.No. ECL:RJML:CGM (I/C):AE(C):2011-12: 1256 , Dt.30-1-12, SI - 02

SI	Item	Unit	Qty	Rate (Rs.)	Amount (Rs.)
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- 1 **Earth work excavation over areas** (exceeding 340 Cm in depth, 1.5 m in width as well as 10 SqM on plan) including disposal of excavated earth lead up to 50 M and lift up to 1.5 M, disposal earth to be leveled and neatly dressed. – Soft/Loose Soil  
CPWD '94 2.6.1

CuM	1800.00		
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Rate in Rupees \_\_\_\_\_

- 2 Extra for every addl lift of 1.5 M or part thereof in Soft/Loose Soil 1.50M-3.00 M  
CPWD '94 2.27.1

SqM	2372.00		
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Rate in Rupees \_\_\_\_\_

- 3 Extra for every addl lift of 1.5 M or part thereof in Soft/Loose Soil 3.00M-4.50 M  
CPWD '94 2.27.1

CuM	1533.60		
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Rate in Rupees \_\_\_\_\_

- 4 Carriage of materials by mechanical transport etc all complete Earth Lead up to 1KM  
CPWD '94 {P-29 / I-a ii}

CuM	2852.80		
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Rate in Rupees \_\_\_\_\_

Total cost = Rs. \_\_\_\_\_

Total in Rupees \_\_\_\_\_

I / We here by agree to do this work at my / our above quoted rates.

Signature of the tenderer

**Eastern Coalfields Limited**  
**(A Subsidiary of Coal India Limited)**  
**Sanctoria, P.O.Dishergharh,Dt.Burdwan**

# **PART-I**

**NIT NO: ECL/RJML/CGM(I/C)/AE(C)/11-12/1256 dt:30-01-12**  
**(Sl.no- 03 )**

**Eastern Coalfields Limited**  
(A Subsidiary of CIL)  
Rajmahal GOM

*Office of the Chief General Manager Incharge,  
Rajmahal Group of mines,  
P.O. : Bara Simra, Dist : Godda (Jharkhand)-Pin 814165*

Ref.No. ECL: RJML: CGM (I/C): AE(C):2011-12: 1256

Dt.: 30-01-2012

**NOTICE INVITING TENDERS (NIT)**

Sealed ITEM RATED tenders in two parts (Part-1 & Part-II) are invited from reputed, bonafide, competent and resourceful contractors working / Enlisted in Government or Public Sector / Joint Sector Enterprise (Managed jointly by Govt. and private sector) or registered contractors of Coal India Ltd. and its Subsidiary companies for the following jobs at Rajmahal Area.

Sl.No.	Name of work	Approx. Cost (Rs.)	Earnest Money(Rs.)	Application Fee (Including 4% VAT) (Rs.)	Period of Completion
01.	Development of road at D.D.Unit at ROCP.	14.00 Lakhs	14,000.00	520.00	02(Two) Months
02.	Excavation of Pond at Bara Simra Mouza (Ph- I)	9.50 Lakhs	9,500.00	260.00	02(Two) Months
03.	Construction of 04 Shops at the Rehab site in Bara Simra Mouza, Rajmahal Area.	6.50 Lakhs	6,500.00	260.00	02(Two) Months

1. a) **Issue of Tender Documents** : Begins on **08.02.12** and closes on **13.02.12** (Issue / Sale up to 3.30 P.M. on working days except Saturdays /Sundays & Holidays).
- b) **Place of issue of tender Document** : (i) Office of the GM (Civil ) ECL, HQ., Sanctoria, P. O. : Dishergarh, Dist: Burdwan (WB) – 713333 as well as at (ii) Office of the Area Engineer(Civil), Rajmahal Area, P. O.: Bara Simra, Dist: Godda (Jharkhand) – 814165. No tender will be sent / received by post.
- c) Tender documents will be displayed through web site from 07 to 10 days before the last date of selling of the tender document. Tender Documents can also be downloaded from, our Web Site [WWW.easterncoal.gov.in](http://WWW.easterncoal.gov.in) & the web site of NIC: [WWW.tenders.gov.in](http://WWW.tenders.gov.in) for participation in the Tender process. Cost of Tender document shall be paid in cash, which is non-refundable. In case of tender document obtained by downloading from the Web site, cost of the tender document (Application fee) shall have to be deposited by the Tenderer in the form of '**Demand Draft**' / **banker's cheque drawn in the favour of "EASTERN COALFIELDS LTD. A/C, RAJMAHAL PROJECT"** payable either at SBI, RCMP Branch, Code – 7265 or UCO Bank, ECL Rajmahal Project Campus Branch, Code – 1294, Lalmatia, at the time of submission of the tender in a separate envelop (**4<sup>th</sup> envelop**) along with the 'undertaking for acceptance of the tender document as available in the web site' suitably marked "**Cost of tender document & the undertaking**". Tenderers shall be solely responsible for the correctness of the downloaded tender document. Submission of incomplete downloaded tender document will be rejected. No Tender Documents will be issued or received by Post.

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Ref.No. ECL:RJML:CGM(I/C):AE(C):2011- 12:1256  
2012

Dt. 30-01-

2. **Date and time of submission of Tender** : Up to 1:00 PM on **15.02.12 either** at the office of the GM (Civil ) ECL, HQ., Sanctoria, P. O. : Dishergarh, Dist: Burdwan (WB) – 713333 **or** at the office of Area Engineer(Civil), Rajmahal Area, P. O.: Bara Simra, Dist: Godda (Jharkhand) – 814165.
3. **Date and time of opening of tender paper (Part I)**: On **17.02.12 at 3.30 P.M** at Office of Area Engineer (Civil), Rajmahal Area. If the office happens to be closed on the date of opening of tender as specified, the tenders will be opened on the next working day at the same time and venue.
4. Tender boxes at respective submission offices will be opened on **15.02.12 at 3:30 P.M.** only for recording the number of offers received at the respective places (as mentioned in Sl. No. 2) in presence of intending tenderers or their authorised representatives.
5. Earnest Money is to be deposited in the form of Demand Draft or Banker's Cheque drawn in favour of "**EASTERN COALFIELDS LTD A/C, RAJMAHAL PROJECT**" payable either **in SBI RCMP branch, Code 7265 or UCO Bank, ECL Rajmahal Project campus branch, code 1294 Lalmatia**. The demand Draft is to be deposited to the Chief Cashier Rajmahal Area and the receipt of the same must be enclosed and submitted in separate envelop subscribing on the top of envelop "**Earnest Money**". Cost of tender document should be paid either in cash or by demand draft, which is non-refundable.
6. Tender documents will be issued in two parts. "PART – I" will contain full details of the tender i.e technical / commercial terms and conditions and "PART – II" will contain price bid only. Tender will be received in two parts i.e "PART – I" and "PART – II", each in separate sealed covers besides a 3rd cover containing "Earnest Money" & the 4<sup>th</sup> cover containing "Cost of Tender document (Application fee in the form of Bank Draft / Banker's Cheque) along with the undertaking" if downloaded from web, super scribing the 'Name of the work' and part. "PART – I" shall contain the VAT registration Certificate, PAN (Permanent Income tax Account no), documents in support of fulfilment or eligibility criteria, status of the Firm showing type of its formation (proprietorship / Partnership, limited Company or any other type), commercial and technical terms and conditions etc. and "PART – II" shall contain Price bid only. All the three sealed covers (four sealed covers if downloaded from web site) of '**PART – I**', '**PART – II**', '**Earnest money**' & '**Cost of tender document & undertaking (In case downloaded from web site)**' are to be put under another cover duly sealed while submitting the tender and clearly mentioning that this sealed cover contains '**PART – I**', '**PART – II**', '**Earnest Money**' & '**Cost of tender document & undertaking (In case downloaded from web site)**' for the particular work.
7. **Eligibility Criteria**
  - i) The intending tenderer must have in its name as a prime contractor experience of having successfully completed similar works during last 7(seven) years ending last day of month previous to the one in which bid applications are invited (i.e. eligibility period) should be either of the following...
    - a) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost  
Or
    - b) Two similar completed works each costing not less than the amount equal to 50% of the estimated cost.  
Or
    - c) One similar completed work each costing not less than the amount equal to 80% of the estimated cost.
  - ii) Average annual financial turnover of civil work during the last 3 years ending 31<sup>st</sup> March of the previous financial year should be at least 30% of the estimated cost.

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Ref.No. ECL: RJML: CGM (I/C): AE(C):2011- 12:

Dt.: 30-01-2012

**iii) Similar works will mean road/pavement works for SI No 01 & any Civil Eng'g Works for SI No 02 & 03.**

- v) Fulfillment of eligibility criteria is to be supported with documentary evidence in the form of certified /attested copy of work order, completion certificates, payment certificates indicating the period of work for which the payment has been made. Only such bidders who meet the above eligibility criteria and have submitted the required documents like VAT Registration Certificate, PAN Card, Status details of the firm (Copy of Partnership deed/Memorandum of Association and Article of Association in case of Limited company), Earnest Money, Audited Balance Sheet etc. shall qualify for opening of Part II of the tender i.e Price bid .Copies of all such documents shall be authenticated before submission and original shall be produced for verification as and when required.
8. ECL would not be liable for any compensation due to stoppage/change in scope of work due to local disturbance, change of Govt. policy, Law and any other Judiciary, obstruction of delay by any out side elements agency.
  9. The contractor shall make necessary payments of the Provident fund for the workmen employed by him for the work as per the laws prevailing under provisions of CMPF and Allied Schemes and Miscellaneous provisions ACT 1948 or Employees Provident fund and Miscellaneous provisions ACT 1952 as the case may be and will have to recover statutory dues and deposit the same along with employer's contribution (contractor's share) to the respective CMPF/EPF offices and to submit statutory returns under intimation to principle employer.
  10. Every tenderer will have to submit a declaration in support of the authenticity of the credential / certificates / documents submitted by him / them in the form of an affidavit in non-judicial stamp paper as per the enclosed format provided in the tender document
  11. The date of opening of Part II will be notified separately. The validity period of the tenders shall be 4(four) months from the date of opening of Price bid or revised Price bid, if any. No conditional tender will be accepted. All materials & equipment's required for completion of this job has to be arranged by the contractor.
  12. The tenderer should visit the site of work before offering their tenders. Other details may be obtained from the detailed tender notice. They are also advised to go through the concerned SORs etc. before quoting their rates.
  13. In case of contracts for a period of more than 6 months, payment of wages to the contract workers are to be made only through banks by the contractor. The contractor should get the accounts opened by the workers engaged by them. The wages must be as per minimum wages / prescribed wages & implementation of provision relating to CMPF / EPF should be ensured on priority.
  14. The management reserves the right to accept or reject any tenders or distribute the work amongst different tenderers without assigning any reason what-so-ever.

**Area Engineer (Civil)**  
**Rajmahal Area**

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**Distribution:**

1. C.G.M (I/C), RGOM; 2.CVO-ECL, HQ; 3.GM (CMC)-ECL HQ,GM (C & Env.)-ECL,HQ,; 4.All CGM/GMs –All Areas/Project,ECL.; 5.G.M(OP), Rajmahal OCP;
6. A.F.M -RJML ! They are requested to attend at the time of
7. A. M. (PC&D),RJML !opening.
8. All Area Engineers(C) of ECL
- 9.F.M (Cash), RJML Area ! Tender documents may be sold only after
- 10.Chief Cashier, Rajmahal Area ! getting written permission from
- ! A.E(C), Rajmahal Area
- 11.All notice boards- Area/OCP/CHP/T.A. Office, Urjanagar.
- 12.Hony. Secy. Eastern Bihar Chamber of Commerce & Industries, Sultanganj, Bhagalpur.
- 13.Area Security Officer, Rjml - Please arrange security at the time of submission of tender and opening of tender.
14. P. M. (Admn), Rajmahal Area: With a request to arrange for publication (abridge form) in leading news paper **by 09.02.12** & tender notice & tender documents in WEB SITES as above – 1 (c).

Eastern Coalfields limited  
**(A Subsidiary of Coal India Limited)**  
**Rajmahal Group Of Mines**  
P.O : Bara Simra, Dist : Godda  
Pin - 814165

Part-I (Contains) : 55 (fifty five) pages only

Tender Notice No: ECL/RJML/CGM(I/C)/AE(C)/11-12/1256 Dated: 30.01.2012 (SI No 03)

Name of Work: **Construction of 04 Shops at the Rehab site in Bara Simra Mouza, Rajmahal Area.**

Date & time of Submission  
Of Tender

On 15.02.12 up to 1.00 P.M.

Date & time of opening of  
Tender (Part-I)

On 17.02.12 at 3.30 P.M.

**Signature of the Officer.  
Issuing Tender Paper**

Name & Address of the  
Tenderer to whom issued

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Date of Issue

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Cost of Tender paper

Rs.260.00 (Non refundable).

Cash Receipt No. & Date

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### DETAILS TENDER NOTICE

Sealed tender in prescribed form and parts with the name of works superscribed as “**Construction of 04 Shops at the Rehab site in Bara Simra Mouza, Rajmahal Area.**” Tender Notice No.ECL/RJML/CGM(I/C)/AE(C)/11-12/ 1256 dated **30.01.12** SI **No 03** on each of the envelopes are invited from bonafide and experienced contractors and will be received at the Office of the (a) GM(Civil), Eastern Coalfields Limited, Sanctoria, P.O.Disergarh,Dist.Burdwan (WB) or (b) Office of the Area Engineer (C), Rajmahal Area, P.O.Bara Simra,Dist .Godda(Jharkhand) as mentioned in the Notice Inviting Tender (NIT) up to 1.00 p.m. on **15.02.12** . Tender Box at respective submission offices will be **opened on 17.02.12 at 3.30 pm** only for recording the number of tender offers received at the respective places as mentioned above in presence of intending tenderers or their authorized representatives.All tenders (Part-I) as per NIT, will be opened **at 3.30 p.m. on 17.02.12** in the presence of the attending tenderers or their authorized representatives. In case where the tender is in two parts, only Part-I will be opened on the above day and time.

2.a) Tender should be submitted in the prescribed form in time. These forms together with the proposed contract document including specifications and tender drawings may be obtained from the Office/Offices as mentioned in the NIT on payment of **Rs. 260.00 (Non-refundable) (Rupees Two hundred sixty only)** as Application Fee for each set. The payment is to be made either in cash or by Demand Draft drawn in favour of Eastern Coalfields Limited on any schedule Bank payable at preferably on SBI ,RCMP Branch,Code-7265 or U.C.O. Bank, ECL Rajmahal project campus Branch ,code 1294. General Specification and description of work is enclosed with the tender document.

- 2.b) No tender shall be received by post.  
Any bids received after deadline at clause – 1 above due to any reasons whatsoever will not be accepted.
- 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 including Part-I & Part-II of the tenders as per the tender notice as applicable.
  - ii) Certified / attested copy of VAT Registration Certificate & PAN Card.
  - iii) Earnest Money Deposit (as specified hereafter).
  - iv) Power of Attorney in case the tender is signed by as authorized representative of the tenderer.
  - v) Full name and address of the tenderer shall be written on the bottom left hand corner of the each 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 in two parts as indicated in the Notice Inviting Tenders. Part-I shall consist of any deviations from terms and conditions of the tender and additional terms and conditions and if asked for, technical bid and credentials.

Part-II shall consist of tender documents as sold to the tenderers duly filling in rates, amounts etc. i.e. price bid. This will not contain any alternative items or suggestions, comments or conditions.

Part-I & Part-II should be submitted in two separate sealed envelopes superscribed as such. Thereafter, all the three envelopes (four envelopes in case of bidders using downloaded Bid Document) should be submitted in a sealed envelope with appropriate superscription.

The date of opening of Part-II of the tenders shall be communicated in due course after consideration of Part-I.

- 3) Earnest Money should be deposited a separate envelope all together, super scribing "Earnest Money deposit" and not inside the envelope containing Part-I or Part-II of price bid.  
For works value upto Rs.5.00 lakhs the Earnest Money may be deposited either in cash or in the form as mentioned in clause (10) of NIT. In case Earnest Money is deposited by cash, cash receipt is to be submitted in a separate sealed cover superscribed " Earnest Money" alongwith the tender as indicated in NIT.

- 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 tender will be dealt with as provided elsewhere in the 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.

In case of item rate tender a schedule of quantities is enclosed with the tender document. He should quote specific rate for each item in the schedule and the rates shall be in rupees and paise. The rates shall be written both in words and figures and the unit in the words and the amount against each item totaled. 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 duly authenticated with full signature and date by the tenderer. Erasing or over-writing in the tender documents may disqualify the tender.

- 7b) The tender shall be submitted either in English or in Hindi.

- 7c) Cost of Bidding :The bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible and liable for those cost.
8. The company shall not be responsible for any delay / difficulties / inaccessibility of the downloading facilities for any reason whatsoever.
9. The bidders, who will download the tender documents from website, will be required to submit an undertaking that they will accept the tender documents as available in the website and their tender shall be rejected if any tampering in the tender document is found to be done at the time of opening of tender.
10. *The bidders, who will download the tender documents from the website of the company will be required to pay the cost of tender documents (Application Fee) by Bank Draft as per NIT alongwith undertaking of tenderer as at sl. no. 9 and shall be submitted in a separate envelope ( i.e. fourth envelope) marked “cost of tender documents and the undertaking” and not with part- I /EMD.*
11. *In case of any discrepancy between the tender documents downloaded from website and the master copy available in the office, the latter shall prevail & will be binding on the tenders. No claim on this account will be entertained.*
12. *Every tenderer will have to submit a declaration in support of the authenticity of the credentials / certificates / documents submitted by him/ them in the form of an affidavit in non judicial stamp paper as per enclosed format provided in the tender document.*
13. The Tenderer shall closely study all specification clauses which govern the rates for which he is tendering.
14. VAT registration certificate should be accompanied with the tender.
15. The work should be completed within 2 (two) months & the date of commencement is to be taken as **10(Ten)** days from the issue of latter of acceptance of tender/work order or handing over the site or handing over reasonable number of working drawing to the contractor or the period of mobilization allowed in the work order for starting the work in special circumstances, which ever is latest.
16. On completion of the work all rubbish, debris, brick bats etc. shall be removed by the contractors at his/their own expenses and the site cleaned and handed over to the company and shall intimate official of having completed the work as per contract.
17. The company does not bind itself to accept the lowest tender and the reserves the right to reject any or all the tender without assigning any reasons whatsoever and to split up the work between two or more tenderers or accept the tender in part and not in entirety.
18. The tender(s) will indicate the equipment/machinery/vehicles he/they is/are going to use on this job and also give adequate evidence of experience in doing similar work and financial capacity to complete the work in time.

19. The tenderer(s) should also state that technical/supervisory personal he/they will be employing for supervising the work.

20(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.

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

21. 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.

22. 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.

23. An intending tenderer, after obtaining tender documents on payment, having doubts as to the meaning of any part of the tender documents 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.

24. On receipt of letter for acceptance of the tender issued by the company, the successful tenderer shall execute/accept contract agreement / work order in the company's prescribed form for the due fulfillment of the contract . Failure to enter into the required contract /accept the work order issued by the company within the specified period shall entail cancellation of letter of acceptance of tender / work-order and forfeiture of the earnest money. The written contract /work order to be entered into between the contractor and the company shall be foundation of the rights of both the parties and the contract shall not be deemed to be executed until the contract / work order is signed / accepted by both the parties i.e. Contractor and the company.

25(a) The validity period of the tender shall be 4 (four) months from the date of opening of price bid or revised price bid , if any.

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.

- 25 (b) 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.
26. The company reserves its right to allow Public Enterprises Purchase preference facility as admissible under prevailing policy.
27. No subletting of work as a whole by the contractor is permissible. Subletting of work in piece rated jobs is permissible with the prior approval of the department.

The Contract Agreement will specify major items of supply or services for which the contractor proposes to engage sub-contractor/ sub vendor. The contractor may from time to time propose any addition or deletion from any such list and will submit proposals in this regard to the Engineer-in-Charge / Designated Officer in charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer-in-Charge / Designated Officer in Charge will not relieve the contractor from any of his obligations, duties and responsibilities under the contract.

28. 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.
29. This detailed tender notice shall be deemed to be part of the contract agreement / work order

**EASTERN COALFIELDS LIMITED.**  
**Rajmahal Area**

TO BE FILLED UP BY THE TENDER.

PART-1.

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. Bank Account No. of the Company/Proprietor. :
5. In respect of proprietorship/partnership/limited Company, the name of the proprietor/partner/Directors together with their address. :
6. List of other Firms/partnership doing business in ECL whether in the above firm/partners/Directors. :
7. 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. :
8. 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. :
9. Details of Sales Tax/ VAT registration number if any. :
10. Details of PAN No. if any. :
11. FINANCIAL STATUS. :

**IMPORTANT NOTE.**

Tenderers are requested to furnish the full and complete information as required under Sl.No. 11,12 & 13 of Part-I in the respective columns directly on the format attached for the purpose.

In case of inadequate space particular column the relevant information should be furnished in the separate enclosure in the same manner as specified stating the column no. on top of the sheet in tabulated fashion yearwise as per proforma.

1. Photocopies of documents/credentials as asked for under Sl.No. 11,12 & 13 should be neat and legible.
2. Qualifications/eligibility of tenderer for opening the Part-II of tender should be clearly established in clause No. 11 to 13 itself with documentary proofs as desired in the NIT.
3. All photo copies of documents / credentials submitted with the tender must be authenticated by the Tenderer.
4. Tenders of those tenderers not complying the above guidelines are liable for summary rejection.

**P-11**  
**PROFORMA FOR SUBMISSION OF AFFIDAVIT BY THE**  
**TENDERER**

**NON JUDICIAL STAMP PAPER.**

**A F F I D A V I T**

I, ....., partner/Legal Attorney/  
 Accredited Representative of M/s....., solemnly  
 declare that :

1. We are submitting Tender for the  
 work.....

.....against

Tender

Notice No.....

dt.....

2. None of the Partners of our firm is relative of employee of Eastern  
 Coalfields Ltd.

3. Our Firm has not been banned or delisted by any Govt. or Quasi Govt.  
 agencies or PSU's (if banned or de-listed, details fact of the banning/delisting  
 must be clearly stated.

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

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

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

**Signature of the Tenderer**

Date.....

Seal of Notary

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

Eastern Coalfields Limited,  
Sanctoria, P.O. Dishergarh,  
Dist. Burdwan, West.Bengal,  
Pin - 713333.

Dear Sir,

In consideration of Eastern Coalfields Ltd. having its Registered Office at Sanctoria, P.O.Dishergarh, Dist. Burdwan (W.Bengal), Pin – 713333 (hereinafter called “the Company which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed to exempt M/s. ....having its Registered Office at .....(hereinafter called “the said tenderers” which expression shall unless repugnant to the subject or context includes its successors and assigns) from the demand under the terms and conditions of Tender No.....for .....(hereinafter called “the said Tender”) of each earnest money for the due fulfillment of the terms and conditions contained in the said Tender by the said Tenderer on production of Bank Guarantee for Rs.....). We ..... Bank ( hereinafter referred to as “ the Bank” ) do hereby undertake to pay to the company an amount not exceeding Rs..... on demand by the company for the reason of any breach by the Tenderer of any of the terms and conditions contained in the said Tender. . The decision of the company as to any such breach having been committed by the Tenderer shall be final and binding on us.

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

3) We, the said Bank further agree that the Guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect till

a demand or claim under this Guarantee is made on us in writing on or before the .....We shall discharge from all liability under this Guarantee thereafter.

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

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

Under jurisdiction of Asansol Court only.

**11.Details of similar nature of works in a single contract completed during last 7(Seven) years.**

<b>SPL. Attention</b>	Tenderers are to strictly fill up the full and complete information as asked for above directly on this sheet along with specific documentary evidence.				
Year & details of work	Work Order No. and Amount	Organization for which work was executed	Completion Amount & completion period	Photo copy of Work Order Enclosed.	Photo copy of completion certificated enclosed

**12.Details of On Going Works :**

<b>SPL. Attention</b>	Tenderers are to strictly fill up the full and complete information as asked for above directly on this sheet along with specific documentary evidence		
Details of work	Work Order No. and Amount	Organization for which work was executed	. Photo copy of Work Order enclosed.

**13. Year-wise details of similar nature work done & payment received during last seven years.**

<b>SPL. Attention</b>	Tenderers are to strictly fill up the full and complete information as asked for above directly on this sheet along with specific documentary evidence			
Year & details of work	Work Order No. and Amount	Organisation for which work was executed/ being executed.	Amount / payment received during the year	Photo copy of certificate issued by the Office of work order issuing authority indicating the details of colom. 1 to 4 enclosed



## **SPECIAL GUIDE LINES FOR TENDERERS FOR SUBMISSION OF TENDERS**

1. Tenderers are requested to pay special attention to go through notice inviting tenders and place the contents of Part-I in cover meant for Part-I and the contents of Part-II in the cover meant for Part-II of the tender as specified in the NIT so that improper placement of contents in two covers of Part-I & Part-II does not take place.

Both sealed envelopes of part-I and Part-II as well as sealed cover containing the Earnest Money are to be placed as such in another envelope and duly sealed indicating on the top of the envelope, the tender notice details and a certification that Part-I, Part-II and Earnest Money sealed envelopes are put in this envelope. The envelope containing EMD must not be placed in the envelope containing Part-I & Part-II.

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.

3. The information of Part-I of tender shall be examined and the Part-II of tender of such tenderers shall only be opened who will qualify in the light of various stipulations given in NIT. The date and time of opening of Part-II of tenders shall be intimated to the parties subsequently and the same shall be opened in the presence of the tenderers or their authorized representative who choose to be present.

The Part-II of the tender of such tenderers who will not qualify for opening shall stand rejected.

**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-in-charge are to be executed and any other lands and places provided by the employer for working space or any other purpose as may be specifically designated in the contract as forming part of the site.
  - v) The term **" Sub Contractor"** as employed herein, includes those having a direct contract with contractor either on piece rate, item rate, time rate or any other basis and it includes one who furnishes work to a special design according to the plans or specifications of this work but does not include 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 Civil Engineering cadre/ discipline who is competent to direct supervisors and authorised to be in charge of the works for the purpose of this contract. The Engineer in Charge /Designated Officer in Charge who is of an appropriate seniority, will be responsible for supervising and administering the contract, certifying payments due to the contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. The Engineer in Charge /Designated Officer in Charge may further appoint his representatives i.e. another person/Project Manager or any other competent person and notify to the contractor who is directly responsible for supervising the work being executed at the site, on his behalf under their Delegation of Powers of the company. However, overall responsibility, as far as the contract is concerned ,will be that of the Engineer in Charge/Designated Officer in Charge.
  - 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 person to the individual or to a member of the contractor's 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) **"Department "** means the Civil Engineering Department of Eastern Coalfields Ltd. / Units represented by appropriate authority.
- xvii) **"Act of Insolvency"** means as it is designed by presidency town insolvency act or provincial insolvency act or any act amending such originals.
- xviii) The words indicating the singular only also include the plural and vice versa where the context so requires.

## 2. **Contract Documents** :

The following documents shall constitute the contract documents :

- i) Notice inviting tender /detailed tender notice.
- ii) Article of agreement / 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.

### **N.B. DEVIATIONS** :

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

- 2.1. The contractor shall enter into and execute contract agreement in the prescribed form . The cost of the stamp papers for the contract agreement shall be borne by the contractor. Two sets of contract document / agreements shall be prepared and signed by both the parties. One of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy will be supplied to the contractor free of cost and the original is to be retained by the company. For any additional copies required by the contractors the price to be charged would be that of the cost of tender document (Application Fee ). All additional copies should be certified by the Engineer-in-charge. The contractor shall keep copy of these documents, on the site/place of work in proper manner so that these are available for inspection at all reasonable times by the engineer-in-charge, his representatives or any other officials authorised 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.

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

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

- i) For identification of AHR & ALR items the ceiling of +/- 20% respectively, when compared with the updated estimated rate, will be considered.

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

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

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

#### 2.4 **NEGOTIATIONS;**

Negotiations will be held only if the lowest rate received is not reasonable and the decision of the company regarding reasonableness of rates quoted will be final & binding on the bidders.

Work will be awarded to the lowest bidder (L1) without post tender negotiations if the rates are reasonable.

If rates are not reasonable, negotiations with L1 only may be undertaken to arrive at a reasonable rate.

#### 2.5 **ACCEPTANCE OF OFFER :**

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

#### 2.6 **BANNED OR DELISTED CONTRACTOARS ;**

The bidders would give a declaration that they have not been banned or delisted by any Govt. or Quasi Govt. agencies or PSU's . If a bidder has been banned or delisted by any Govt. or Quasi Govt. agencies or PSU's this fact must be clearly stated and it may not necessarily be a cause for

disqualification. If the declaration is not given, the bid will be rejected as non-responsive.

**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 amount worked out by the contractor shall be taken as correct.
- b) When the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or words, then the rates quoted by the contractors in words shall be taken as correct.
- c) 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.
- d) 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.
- e) In case of percentage rate tender, the contractors are required to quote their rates both in amount as well as in the percentage below / above the rates entered in the schedule. In such cases in the event of Arithmetical error committed in amount by the contractor, the tender percentage and not the amount should be taken into account.

**4 Earnest Money & Security deposit :**

Earnest Money to be deposited in the form of irrevocable Bank Guarantee from

Scheduled Bank/Branch acceptable to the company with validity 28 days beyond the validity of the Bid in the format given in the Bid document or in

the form of Certified Cheque or Demand Drafts in a separate envelope along with the tender.

Security Deposit shall consist of two parts;

- a) Performance Security Deposit to be submitted at award of work and
- (b) Retention Money to be recovered from R/A Bills.

4.1 The first part of Security Deposit including the Earnest Money already deposited shall be 5% of the Contract Value and should be submitted within 28 days of receipt of LOA by the successful bidder in any of the form given below:

- a) A Bank Guarantee from a Scheduled Bank in the prescribed Form.
- b) Govt. Securities or FDR .
- c) Demand Draft drawn in favour of the Company on any Scheduled Bank payable at Asansol Branch.

The Earnest Money / Bid Security deposited in the form of Bank Guarantee shall be discharged when the bidder has signed the Agreement and furnished the required Performance Security/Security Deposit . The Bid Security deposited in the form of Demand Draft shall be adjusted against the Security Deposit.

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

5% performance Security Deposit will be refunded within 14 days of the issue of Defect Liability Certificate (taking over certificate with a list of defects). Retention Money will be refunded after issue of No Defect Certificate.

4.3 The Bank Guarantee towards security deposit shall be acceptable only for values above Rs. 50,000/- and the bank guarantee shall also be valid for a minimum period of one year or the period of contract plus the period of retention of security deposit ( as described hereafter) or six months whichever is more. Bank Guarantee is to be submitted in the format prescribed by the company.. Bank Guarantee shall be irrevocable and from nationalized bank.

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

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

4.5 On completion of the entire work and certified as such by the Engineer -in-Charge and on passing of the final bill by the department, one half security deposit remaining with the company shall be refunded to the contractor. The other half shall be refunded to the contractor on the expiry of six months from

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

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

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

- 5.1 The company through its Engineer In charge or his representative shall, without radically changing the original scope and nature of the work, under contract, have power to make any alterations in or additions to or substitution of the original specifications, drawings, designs and instructions that may appear to be necessary or advisable during the progress of the work.

The contractor shall be bound to carry out the works in accordance with the instructions given to him in writing by the Engineer 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 The right is reserved to cancel any items of work included in the contract agreement or portion thereof in any stage of execution if found necessary to the work and such omission shall not be a waiver of any condition of the contract nor invalidate any of the provisions thereof.

- 5.3 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.

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 ( C ) / GM( C ) /CE( C ) of the company or Staff Officer (C) in this case, for the work awarded to company Hqrs. level and Area level respectively, whose decision shall be final and binding on the contractor.

5.4 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.( C )/GM( C )/CE( C )/ of the company or SO( C ) of the area in this case, 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. CGM( C )/ GM( C )/ CE( C )/ of the company or SO( C ) of the area in this case, if it is analysed item rates based on prevalent market rates of materials and labour following NBO/CPWD norms.

5.5 The time for completion of the originally contracted work shall be extended by the company in the proportion that the additional work ( in value) bears to the original contracted work ( in value) plus 25% of the time calculated as explained above or such further additional time as may be assessed and certified by the Engineer-In-Charge.

5.6 The company through its engineer-in-charge or his representative, on behalf of the company, shall have power to omit any part of the work in case of non-availability of a portion of the site or for any other reason and the contractor shall be bound to carry out the rest of the work in accordance with the instructions

given by the Engineer-In charge. The contractor on these grounds shall make no claim for.

- 5.7 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 therefore shall be resolved separately with the company as per the procedures / norms laid down hereafter.

**6 Time for completion of contract, extension thereof, defaults and compensation for delay.**

Time is 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 issued of letter of acceptance of tender/ work order or handing over the site of work or handing over reasonable number of working drawings to the contractor or the period of mobilization allowed in the work order for starting the work in special circumstances, whichever is later.

- 6.1 If the contractor, without reasonable cause or valid reasons, commits default in commencing the 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.

Additionally, the company will reserve the right to debar such defaulting contractors from participating in future tenders for a minimum period of 1(one) year.

- 6.2 If the contractor fails to maintain the required progress in terms of the agreed time and progress chart or to complete the work and clear the site on or before the contract or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the company on account of such breach, pay as compensation ( Liquidated Damages) @ half percent ( ½ %) of the contract price per week of delay. The aggregate of such compensation/ compensations shall not exceed 10(Ten) percent of the total value as shown in the contract.

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

- 6.2.1 The company, if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time of completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension granted being with L.D, the company will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the contractor as agreed damages equivalent to half percent of the contract value of the works for each week or part of the week subject to a ceiling of 10% of the contract price.
- 6.2.2 The company, if not satisfied that the works can be completed by the contractor, and in the event of failure on the part of the contractor to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the contract.
- 6.2.3 The company, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.
- 6.2.4 In the event of such termination of the contract as described in clauses 6.2.2 or 6.2.3 or both the company, shall be entitled to recover L.D. up to ten percent (10%) of the contract value and forfeit the security deposit made by the contractor besides getting the work completed by other means at the risk and cost of the contractor.
- 6.3 (a) The company may at its sole discretion, waive the payment of compensation on request received from the contractor indicating valid and acceptable reasons if the entire work is completed within the date as specified in the contract/ work order or as validly extended date without stipulating any 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 occurrences of any events causing delay as stated here under, the contractor shall intimate immediately in writing to the Engineer-In -Charge.
- a) Force--Majeure::
- i) Natural phenomena, 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.

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

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

- 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.

Hindrance register will be signed by both the parties. The contractor may also record his observations in the Hindrance Register. In case the contractor has a different opinion for hindrance and dispute arises then the matter would be referred to the EIC and or the next higher authority whose decision would be final & binding on the contractor & the decision to the communicated within 15 days.

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(CIVIL)/GM(C)/CE(CIVIL) 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-In charge 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 accepts 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 In charge.

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

- 7.1. The company does not undertake any responsibility for supply of any materials to the contractor.

7.2. 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.

- 7.3 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.
- 7.4 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.
- 7.5 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.
- 7.6 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.
- 7.7 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.
- 7.8 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.
- 7.9 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. Transportation and storage of such materials shall be done in specified manner in accordance with the law in force. The contractor shall also obtain license under such laws for, transportation, storage, use and all other operations, connected with the handling of the same.

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 opened to inspection and supervision by the Engineer- In-Charge or by his authorised representative or any other official of higher rank or any other person authorised 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 authorised 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 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 conforming 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 materials :** 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 Materials :**

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 material.

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 authorized representative and by the contractor or his authorized 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 authorized 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 unto 10% of the quantity provided in the agreement subject to overall value of work not exceeding the agreement value

ii) The CGM (CIVIL)/GM(CIVIL)/CE(CIVIL) of the company and/ or the staff Officer(C) of the area may authorise 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 authorisation of CGM (CIVIL)/GM (CIVIL)/CE(CIVIL) of the company or Staff Officer(Civil) 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 regularising 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.

- 9.7.3. The measurement shall be entered in the M.B. for the work done upto 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.

- 9.7.4 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.

- 9.7.5 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.

9.7.6 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. CGM(C)/GM(C)/CE(C) of the company in this case or any other officer nominated by CGM(C)/GM(C)/CE(C) for the purpose.

9.7.7 **Payment Stage: The payment stage involved will be as under,**

i) Signature of EA(Civil)/ Sr. Overseer(C) / Overseer(C) in MB's both in pages recording measurements, abstract of bill & the duly filled in bill form.

ii) Signature of Engineer(C)/ EE(C) with appropriate check measurements in the MB's and the bill form.

iii) *Signature of Sr. EE(C)/ SE(C) with appropriate check measurements in MB's and the bill form.*

iv) Signature of Engineer in Charge as per definition as at clause 1(vii) of the General Terms and Conditions, as a token of acceptance for payment of the bill. The EIC may sign in the abstract of the bill in the MB & the bill form. In between stage iii) and iv) accountal checking may be made by the concerned Accounts Officer/ Accountant.

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 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.
- b) Or commits default/breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the Engineer In charge , then on the expiry of the period as may be specified by the Engineer In charge in a notice in writing.  
Or
- c) Obtains a contract with the company as a result of ring tendering or other non-bonafide methods of competitive tendering.  
Or
- d) Shall offer or give or agree to give any person in the service of the company or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/acts of favour in relation to the obtaining or execution of this or any other contract for his company.  
Or
- e) Fails to complete the work or items of work with individual dates of completion, on or before the date/dates of completion or as extended by the company, then on the expiry of the period as may be specified by the Engineer In charge in a notice in writing.  
Or
- f) Transfers sublets, assigns the entire work or any portion thereof without the prior approval in writing from the Engineer Incharge,. 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 proprietor 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 In charge 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 upto 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 In charge 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 In charge 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;**

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

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 In-charge & 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 In charge 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 In charge.
- 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 In charge, furnish to him books of accounts, papers, relevant documents as may be necessary to enable the Engineer In charge 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 In charge. The Engineer In charge 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 In charge 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 In charge after the above rectifications are carried out / deficiencies are removed by the contractor to the satisfaction of Engineer In charge.

In the event there are no defects or the defects/ deficiencies are of a minor nature and the Engineer In charge 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 therefore 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 In charge 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.

- i) The company reserves the right to let other contractors also work in connection with the project and the contractor/contractors shall co-operate in the works for the introduction and stores and materials and execution of his/their works.
- iii) The contractor/contractors shall keep on the work site during the progress a competent and experienced Resident Engineer exclusively for the work and necessary assistants who shall represent the contractor(s). The contractor shall employ requisite staff of having proper qualification and experience, on the site in connection with the execution and maintenance of the work, the following technical staff

For Buildings, Roads, Water Supply & Sanitary Works :

1)	For value of work ranging from Rs. 10 lakhs to 20 lakhs.	1. Experienced Diploma holder.
2)	For value of work above Rs. 20 lakhs and up to Rs. 1 crore.	1 Experienced Graduate Engineer in addition to Diploma holder as per Sl.No. 4 below.
3)	For value of work in excess of Rs. 1 crore and for every additional 2 crores or part thereof.	1. Graduate Engineer extra in addition to Graduate Engineer and Diploma holder as per Sl.No. 1 & 4.
4)	For value of work in excess of Rs. 20 lakhs & for every additional Rs. 50 lakhs or part thereof.	1. Diploma holder extra.

For industrial structures :

1)	For value of work ranging from Rs.5 lakhs to Rs. 15 lakhs	1 experienced Diploma holder
2)	For value of work over Rs. 15 lakhs and upto Rs. 75 lakhs	1.experienced Graduate Engineer in addition to diploma holder as per sl.no.4 below.
3)	For value of work in excess of Rs.75 lakhs & for every additional Rs.1.5 crores or part thereof	1 Graduate Engineer extra in addition to graduate engineer and diploma holder as per sl.no.1 & 4 .
4)	For value in excess of Rs.15 lakhs & for every additional Rs.50 lakhs value or part thereof	1 Diploma holder extra.

The contractor shall intimate the Engineer Incharge in writing the names, qualifications experience and full postal address of each and every technical personnel employed at site by him.

The contractor(s) shall not be allowed to execute the work unless he/they engage the required technical staff at site as stated above. The delay on this account, if any, shall be the contractor's responsibility.

Important instructions shall be confirmed to the contractor(s) in writing. If any contractor / contractors in course of the works finds/find any discrepancy between the drawing, forming part of the contract documents and the physical conditions of the locality or any errors or omissions in drawings except those prepared by himself/themselves and not approved by the Engineer Incharge. It shall be his/their duty to immediately inform the Engineer Incharge in writing and the Engineer Incharge shall verify the same. Any work done after such discovery and without intimation as indicated above will be done at the risk of the contractor/contractors.

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

The contractor shall employ apprentices in the execution of the contract work as required under Apprentices Act.

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

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

All scaffoldings, ladders and such other structures which the workmen are likely to use shall be examined by the Engineer Incharge or his authorised representative whenever they want and the structure must be strong , durable, and safe and of such design as required by Engineer Incharge.

In no case any structure condemned by the Engineer In-charge or his authorised representatives shall be kept on the work and such structure must be pulled down within three hours of such condemnation and any certificate or instructions, however, shall in no way absolve the contractor/contractors from his / their responsibility , as an employer , as the company shall in no way be responsible for any claim.

The contractor / contractors shall at all times exercises reasonable precautions for the safety of employees in the performance of his/ their

contract and shall comply with all applicable provisions of the safety laws drawn by the State Govt. or Central Govt. or Municipalities and other authorities in India. The contractor/ contractors shall comply with the provision of the safety hand book as approved and amended from time to time by the Government of India .

vi) The contractor/contractors shall familiarize themselves with and be governed by all laws and rules of India and local statutes and order and regulation applicable to his/their work.

vi)

a) 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.

b) The contractor shall have to ensure implementation of CMPF and Miscellaneous Provision Act. 1948 and allied scheme or Employees Provident Fund and Miscellaneous Provision Act. 1952 as the case may be 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 employees contribution (contractors share) to the respective CMPF/EPF Office and to submit statutory returns under intimation to principal employer.

vii) 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 In charge. 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.

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

ix) 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.

However, in the event of any changes in the sales tax works contract as required by the Statutory Authority during the contract period, necessary adjustments will be made in contractual payments. For this purpose, the base date shall be the date on which the price bids/revised price bids have been opened.

Amount payable/repayable for any subsequent change in the Sales Tax on works contract will be made to / from the contractors after departmental verification of such changes of tax law issued by the statutory authority.

x) The contractor/contractors shall make his/ their own arrangement for all materials, tools, staff, and laborer 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.

xi) The contractor/contractors shall make their own arrangement for carriage of all materials to the work site at his/ their own cost.

xii) The work shall not be sublet to any other party, unless approved by Engineer Incharge in writing.

xiii) (a) 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 upto 150 mm dia, as will be permitted by the Engineer Incharge in writing.

b) Anything of historical or other interest or of significant value unexpectedly discovered on the site is the property of the employer. The contractor is to notify the Nodal Officer or his nominee of such discoveries and carry out the Nodal Officer or his nominee's instructions for dealing with him.

xiv)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.

xv) 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 laborer considered necessary and the company may arrange for witnessing the payment to the labourer by its representative.

xvi) The contractor shall in additions to any indemnity provided by the relevant clauses of the agreement or by law, indemnify and keep indemnified for the following :

a) The company or any agent or employee of the company against any action, claim or proceeding relating to infringement or use of any patent or design right and shall pay any royalties or other charges which may be payable in respect of any article or material included in the contract.

However, the amount so paid shall be reimbursed by the company in the event such infringement has taken place in complying with the specific directions issued by the

company or the use of such article or materials was the result of any drawing and/ or specifications issued by the company after submission of tender by the contractor.

The contractor must notify immediately after any claim being made or any action brought against the company, or any agent or employee of company in respect of any such matter.

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

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

xvii) The contractor is under obligation to hand over to the company the vacant possession of the completed building/structures failing which the Engineer Incharge can impose a levy upon the contractor up to 5% of the total contract value for the delay in handing over the vacant possession of the completed works after giving a 15 (fifteen) days notice to the contractor.

xviii) 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.

In case of construction works without limiting the obligations and responsibilities under the contract, the contractor shall take insurance policy for the total value of work for the period from commencement to completion including defect liability period against risk of loss/damage to the extent as permissible under the law of insurance.

The contractor shall arrange necessary insurance and pledge the same in the name of the company and all moneys payable by the insurers shall be recovered by the company which shall be paid to the contractor in installments as may be certified by the Engineer In-charge for the purpose of rebuilding or replacement or repair of the works and/or goods destroyed or damaged for which payment was received from the insurers.

b) where any company building or part thereof is used, rented or leased by the contractor for the purpose of storing or using materials of combustible nature, the contractor shall take separate insurance policy for the entire building and the policy shall be deposited with the company.

c) The contractor shall at all times during the pendency of the contract indemnify the company against all claims, damages or compensation under the provision of the workmen's compensation act and shall take insurance policy covering all risk, claims, damages, or compensation payable under the Workmen's Compensation Act or under any other law relating thereto.

d) The contractor shall ensure that the insurance policy /policies is/are kept alive till full expiry of the contract by timely payment of premiums and it/they shall not be cancelled without the approval of the company and a provision is made to this effect in all policies, and similar insurance policies are also taken by his sub-contractors if any. The cost of premium shall be borne by the contractor and it shall be deemed to have been included in the tendered rate.

e) In the event of contractor's failure to effect or to keep in force the insurance referred to above or any other insurance which the contractor is required to effect under the terms of the contract, the company may effect and keep in force any such insurance and pay such premium/premiums as may be necessary for that purpose from time to time and recover the amount thus paid from any moneys due to the contractor.

THE CLAUSE 12XViii SHALL BE APPLICABLE FOR WORKS OF ESTIMATED VALUE OF OVER RS.50.00 LAKHS.

- xix) **Setting out** : The contractor shall be responsible for the contract and proper setting out of the works and correctness of the position, reduced levels, dimensions and alignment of all parts of the work including marking out the correct lay out in reference to the permanent bench mark and reference points. Only one permanent bench mark and basic reference lines shall be marked shown to the contractor as basic data.

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 & Misc. Provisions Act. 1948 & allied scheme 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 office and to submit statutory returns under intimation to principal employer. CMPF No. shall be furnished by the successful tenderer before execution of the agreement. However those contractors who are registered with EPF scheme having unique registration no. and their employees covered under the said scheme may continue to operate under EPF scheme.
- xxvi) ECL should 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 order or judiciary obstruction or delay by any out side elements / agency.

### 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 October 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.

There will be no defect liability period for works like Grass cutting, Jungle cutting, Surface dressing and any other work of similar nature to be decided by the Engineer-in-charge.

## **SETTLEMENT OF DISPUTES**

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

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

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

### **Special terms and Condition**

1. My/our offer covers all materials, labour, incidentals, overheads, all kinds of taxes whether local, Municipal, Provincial or royalty etc. including sales tax on works contract as applicable

2. All materials to be used in work shall be of the best kind and to the approval of the EIC. Materials with ISI mark shall be used irrespective of specifically mentioned in the description of item itself or not. Where such materials do not have ISI mark should confirm to the relevant BIS specification. The mark and brand of materials shall be as approved by the EIC.

3. All work shall be executed in accordance with description of item followed by detailed specification of respective SOR i.e CPWD 94, SP

2000,ECL 84 where from the items have been considered in the schedule of works and other stipulations made in the tender. In absence of detailed specifications in the relevant SOR, such item of works will be executed as per Ministry of surface Transport, specification for road and bridge works(Latest amendment) or BIS specification or as directed by the Engineer in Charge.

4. I/we have visited the site of work and gone through the scheduled of works annexed, specification, all terms and condition and various stipulations of the tender document before quoting my/our offer as above. I/we also declare to abide by the terms and conditions and various stipulations of the tender documents (Part I and Part II).

5. I/we agree to complete the above work procuring the required quantity of all materials including cement and steel etc. from open market at my/our own cost.

6. It is noted that the stipulated time of completion of the work and live agree to complete the work with all due diligence with in the stipulated time accordingly to the specification and entire satisfaction of EIC.

**Signature of the Tenderer with seal**

**Eastern Coalfields Limited**  
**(A Subsidiary of Coal India Limited)**  
**RAJMAHAL GROUP OF MINES**  
**P.O : BARA SIMRA, DIST GODDA**  
**814165**

**PART-II**

**NIT NO: ECL/RJML/CGM(i/C)/AE(C)/11-12/1246 dt: 30.01.12**  
**(Sl.no 3)**



**PART – II (PRICE BID)**

1. Tender Notice No:ECL/RJML/CGM (I/C)/AE(C)/11-12/1256 Dated: 30.01.12 (SI No 3)
2. Name of person/Official(with designation)authorized to submit price bid. :
3. Amount of Earnest Money deposit :
4. Date of opening Tender (Part-II): After consideration of Part-I

Name & place of work: **Construction of 04 Shops at the Rehab site in Bara Simra Mouza, Rajmahal Area.**

I/We hereby agree to do the above mentioned work as per my/our quoted item rate as under with due consideration of various stipulations given in the Part-I & Part-II of the tender document Governing my/our quoted rate irrespective of whether all are specially mentioned in the description of item of not.

I/We also hereby declare to abide by the all terms & conditions and various stipulations of the tender document (Part-I & Part-II).

(Rates are quoted in figure as well as in words and the amount worked out for each item accordingly and duly totaled).

The Tenderer has to quote his/their rate is here under:

**BILL OF QUANTITY OF : Construction of 04 Shops at the Rehab site in Bara Simra Mouza, Rajmahal Area.**

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TOTAL : Rs

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(Total in words.....)  
 .....)

Signature of Tenderer  
 With Seal

**RATES TO BE QUOTED BY THE TENDERERS****BILL OF QUANTITY****Construction of 04 Shops at the Rehab site in Bara Simra Mouza, Rajmahal Area**

Ref.No. ECL:RJML:CGM (I/C):AE(C):2011-12:1256 , Dt.30-01-12 (SI No 03)

Sl	Item	Unit	Qty	Rate (Rs.)	Amount (Rs.)
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- 1 Earth work in excavation in excavation in foundation trenches not exceeding 1.5 m width or 10 sqm on plan dressing the sides and ramming of bottoms, lift upto 1.5 m i/c getting out the excavated soil and disposal of surplus soil as directed within a lead of 50 M Hard/dense soil CPWD '94 2.8.2

CuM	34.08			
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Rate in Rupees \_\_\_\_\_

- 2 Providing coarse clean sand in foundation trenches or in plinths i/c ramming and watering in layers ... with all leads of materials,labour,royalty and taxes all complete as per specification and direction of EIC SP 2000 5.1.10

CuM	12.11			
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Rate in Rupees \_\_\_\_\_

- 3 Brick flat soling with clamp burnt bricks in foundation and plinth, joints filled in with sand. ECL'84 P- 19/13

SqM	80.80			
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Rate in Rupees \_\_\_\_\_

- 4 P/I Cement concrete in footings,and bases for columns, excluding cost of centering and shuttering !:3:6(1 cement: 3 coarse sand: 6 stone agg 20 mm) CPWD '94 4.5.5

ECL'84 P- 19/13 CuM	12.11			
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Rate in Rupees \_\_\_\_\_

- 5 Clamp Burnt brick work in foundation and plinth in cement mortar 1:6 (1 Cement : 6 sand) ECL'84 P- 20/4

CuM	32.964			
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Rate in Rupees \_\_\_\_\_

- 6 Clamp Burnt brick work in S/s above PL in cement mortar 1:6 (1 Cement : 6 sand) ECL'84 P- 20/13

- |     |       |  |  |
|-----|-------|--|--|
| CuM | 25.56 |  |  |
|-----|-------|--|--|
- Rate in Rupees \_\_\_\_\_
- 7 Clamp Burnt brick work in S/s above PL in Pillar incement mortar 1:6 (1 Cement : 6 sand)  
ECL'84 P- 20/13
- |     |       |  |  |
|-----|-------|--|--|
| CuM | 0.928 |  |  |
|-----|-------|--|--|
- Rate in Rupees \_\_\_\_\_
- Steel work in welded in built up sections, trusses and framed work including  
cutting,hoisting,fixing in position In tees,angles,flat and channels  
8 CPWD '94 10.4.2
- |         |      |  |  |
|---------|------|--|--|
| Quintal | 6.24 |  |  |
|---------|------|--|--|
- Rate in Rupees \_\_\_\_\_
- Supplying construction materials inclusive of all taxes, royalty, inclusive of contractors profit &  
OH – C.G.I Sheet thickness in mm conforming to IS 227- (vii) 0.55 x 840x 1830 to 4270 mm  
9 SP 2008
- |     |       |  |  |
|-----|-------|--|--|
| SqM | 59.50 |  |  |
|-----|-------|--|--|
- Rate in Rupees \_\_\_\_\_
- Laour for f/f CGI Sheet or ridge in proper slope i/c cost of J or L hooks, limpet & bitumen  
washers,carriage of sheets to work site & taxes all complete as per specification and direction  
10 of EIC  
SP 2008
- |     |       |  |  |
|-----|-------|--|--|
| SqM | 59.50 |  |  |
|-----|-------|--|--|
- 11 12 mm Cement plaster 1:6(1cement: 6 sand)  
CPWD 94 13.8.4
- |     |        |  |  |
|-----|--------|--|--|
| SqM | 230.10 |  |  |
|-----|--------|--|--|
- Rate in Rupees \_\_\_\_\_
- Cement concrete flooring 1:2:4 finished with a floating coat of cement i/n cement slurry ..etc  
12 complete. 40 mm thick with 20 mm stone agg  
CPWD 94 11.4.2
- |     |       |  |  |
|-----|-------|--|--|
| SqM | 49.92 |  |  |
|-----|-------|--|--|
- Rate in Rupees \_\_\_\_\_
- Colour washing such as green,blue,or buff to give an even shade New work with a base coat  
13 of white washing  
CPWD 94 13.73.1
- |     |        |  |  |
|-----|--------|--|--|
| SqM | 230.10 |  |  |
|-----|--------|--|--|
- Rate in Rupees \_\_\_\_\_
- S/F/Fixing good quality well dressed and well seasoned local wood work in choukhats .....  
14 complete as per specification & direction of EIC  
SP 2000 P-61
- |     |       |  |  |
|-----|-------|--|--|
| CuM | 0.201 |  |  |
|-----|-------|--|--|
- Rate in Rupees \_\_\_\_\_
- 15 S/F/Fixing 32 mm th good quality well dressed and well seasoned local wood work battened

shutter..... complete as per specification & direction of EIC

SP 2000

P-62

SqM	8.32		
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Rate in Rupees \_\_\_\_\_

S/Fixing rolling shutters of app make, made of 80x1.25 mm MS laths interlocked together their entire length and joints together ... with brackets, side guides and arrangements for inside and outside locking with push and pull operation complete.... 27.5 cm long wire springs NO 2 and MS top cover 1.25 mm th for rolling shutter.

16

CPWD 94

10.8

Sq M	6.00		
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Rate in Rupees \_\_\_\_\_

17 RCC Work in lintels,beams,plinth veams up to floor two level excluding cost of centering and shuttering and reinfocement 1:2:4(1 Cement:2 sand:4 gr stone agg)

CPWD 94

5.6.3

Cu M	2.766		
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Rate in Rupees \_\_\_\_\_

18 RCC Work in Chajjas up to floor two level excluding cost of centering and shuttering and reinfocement 1:2:4(1 Cement:2 sand:4 gr stone agg)

CPWD 94

5.5

Cu M	0.0675		
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Rate in Rupees \_\_\_\_\_

19 Reinforcement for RCC Work i/c straightening,cutting,bending,and placing in position complete Cold twisted bars/Hot rolled deformed bars

CPWD 94

5.29.3

Kg	260.0		
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Rate in Rupees \_\_\_\_\_

20 P/f MS round or aq bars at required spacing in wooden frame of windows

ECL 84

P-39/50

Kg	45.50		
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Rate in Rupees \_\_\_\_\_

**Total cost = Rs.** \_\_\_\_\_

Total in Rupees \_\_\_\_\_

\_\_\_\_\_ )

I / We here by agree to do this work at my / our above quoted rates.

Signature of the tenderer