



EASTERN COALFIELDS LTD.

(A subsidiary of Coal India Limited)

Office of the Chairman-Cum-Managing Director,

At : Sanctoria, P.O. Dishergarh, Pin -713 333, Dt. Burdwan (WB)

Corrigendum

Ref: No: ECL / HQ /CMC/Corrigendum / **69**

Dt. 01/02/2012

Sub:- Work of “Hiring of Equipments for Mallickbasti OC Patch
at Satgram Area”.

Ref. : NIT No. ECL/HQ/ CMC / NIT/3rd Call –Mallickbasti OC Patch
/ 1056 Date: 27/12/2012.

The date of sale, receipt & opening of the above referred tender is hereby re-scheduled as below :

- (a) Issue of Tender document :- **Extended upto 29/02/2012**
- (b) Date & Time of submission of Tender :- On **01/03/2012 & 02/03/2012** from 10.00 a.m. to 3.00 p.m..
- (c) Date & time of opening of tender (Part - I) : On **05/03/2012** at 11.00 A.M
(At the office of the D(T) OP, ECL, Sanctoria Po : Dishergarh Dist: Burdawan (WB) Pin: 713 333,
INDIA in presence of intending tenderers)

All other terms & conditions of the NIT & tender document will remain unchanged.

General Manager (CMC)

TENDER DOCUMENT

PART -I

NAME & PLACE OF WORK :

“Hiring of equipments for Mallick basti OC patch at Satgram Area”.

N.I.T. No. : ECL/HQ/ CMC / NIT/3rd Call -Mallickbasti OC Patch /**1056** Date: 27/12/2011

Estimated Cost : Rs. 6,58,57,500.00

Eastern Coalfields Limited
(A Subsidiary of Coal India Limited)
Sanctoria, P.O: Dishergarh, Dist: Burdwan (WB)
Contract Management Cell

Part - I : Contains : **72** (Seventy-two) marked pages .

Tender Notice No.: ECL/HQ/ CMC / NIT/3rd Call -Mallickbasti OC Patch /**1056** Date: 27/12/2011

Name & place of Work :

“Hiring of equipments for Mallick basti OC patch at Satgram Area”.

Issue of Tender document :- Begins on **05/01/2012**
Closes on **27/01/2012**

Date & time of submission of Tenders : On **30/01/2012 and 31/01/2012**
from 10.00 a.m. to 3.00 p.m.
(Either at GM (CMC)’s office at Sanctoria or at ECL Sales Office, 13, R.N. Mukherjee Rd.
Kolkata or at the office of CGM –Satgram Area.)

Date & Time opening of tender (Part-I) : On **02/02/2012** at 11.00 A.M.
(at the Office of D(T) OP, ECL, Sanctoria)

Name & address of the
Tenderer to whom issued. _____

Date of issue. _____

Cost of Tender Paper : **Rs. 5675.00 (non-refundable)**
(Out of total amount Rs. 675.00 is for Vat)

Cash Receipt No. & Date _____

Signature of the Officer
Issuing Tender Papers.

Part - I Document

I N D E X

Contents

1. Notice Inviting Tender.
2. Sec.-1 Instruction to Bidder
3. Sec-2. Qualification information.
4. Sec.-3 General Terms & Conditions
5. Sec. – 4 Special Notes/ Terms & Conditions
6. Integrity Pact
- 7.. Additional point
8. Sec.-5 Performa of B.G., Letter of acceptance
& Agreement form and Affidavit for equipments.
9. Section –6 - Work Schedule.
10. Information to the bidder .
11. Section -7 (Price bid)

@@@@@

Check List

1. Constitution or Legal Status of Bidder / All partners of JV including JV agreement (applicable for Joint Venture).
2. Contractors Bid as per format in Section-2.
3. Document related to fulfillment of Eligibility Criteria.
 - (a) Details of fulfillment of Clause-3.4(a) of ITB covering –
 - (i) Copy of work order (ii) Certificate of actual works already executed (iii) TDS certificate.
 - (b) Details related to fulfillment of Clause-3.4(b) of ITB.
 - (c) Details related to fulfillment of Clause-3.4(c) of ITB through affidavit sworn before the Executive Magistrate or before the 1st Class Magistrate as per proforma enclosed.
 - (d) Details related to fulfillment of Clause No.3.6 of ITB.
4. Qualification information proforma duly filled in.
6. Integrity Pact duly filled and signed.
7. Permanent Account Number,
8. Affidavit as per format at Annexure-A.
9. Declaration covering de-listing / banning as per clause No.3.3(k) of Instruction to Bidders.
10. Bid document duly signed.

8. Date & time of opening of tender (Part - I) : On **02/02/2012** at 11.00 A.M.
(at the Office of D(T)-OP, ECL, Sanctoria)
If the office happens to be closed on the date of opening of tender as specified, the tenders will be opened on next working day at same time and venue.
No Tender Document will be issued or received by Post.
Tender submitted late will not be accepted.
Tender Documents will be available from the aforesaid offices upto 12.30 PM as per schedule in serial no.6 (a) & (b) above and for which the cost of tender document should be paid in cash which is non-refundable.
9. Entire amount of Earnest Money mentioned at serial No. 3 above should be deposited in the form of demand draft drawn in favour of “Eastern Coal fields Limited” on any Nationalized /Schedule Bank listed with RBI payable at Asansol preferably on State Bank of India.
Or
In the form of “Bank Guarantee” in the prescribed form with tender document from any Nationalised /Schedule Bank listed with RBI. The same should be submitted in a separate cover marking "Earnest Money". No tender shall be considered unless accompanied by the said earnest money and tender document cost (applicable for tenderers who will download the tender document from Website for submitting their offer) to be submitted in the cover marked ‘ Earnest Money’. The Bank Guarantee will be valid for a period of 148 (One hundred forty-eight) days from the date of opening of Part-I Bid of the tender (or the revised opening date if any).
10. Tender box at respective submission offices will be opened on 31/01/2012 at 3.15 P.M. only for recording the number of tender offers received at the respective places as mentioned in Sl.No. 7 (a) & (b) in presence of intending tenderers or their authorized representatives.
11. **SCOPE OF WORK :**
The scope of work envisages - (i) Excavation and Removal of OB **9.20 L. cum**
(ii) Extraction & transportation of Coal **2.60 L.Te.**(iii) Rehandling of OB **2.50 L. cum.**
12. **Eligibility Criteria :**
a. The intending tenderer must have in its name experience of having successfully executed works of similar nature, (such as Excavation, loading and transportation of OB / Soil / Ash / Coal / sand and minerals, extracted through mining activities) in Govt. / Public Sector / Joint Sector Enterprises (Managed jointly by Govt. and Private Agency) / Public Limited Company in Private Sector, valuing **Rs. 4.28 Crs.** in any year during last 7 (seven) years ending last day of month previous to the one in which bid applications are invited.

For substantiating past experience , the bidder should submit the work order, certificate of actual works already executed and TDS certificate.

Contd.../3

- b. The bidder must produce evidence of adequacy of a minimum working capital of **Rs. 1.32 Crs.** for this contract. In case of obtaining credit, the certificate from scheduled bank should be produced.
- c. The bidder is required to give an undertaking in the form of an affidavit in the prescribed format (in Part- 1 document). to deploy matching equipment / tippers/payloaders as per NIT either owned or hired.

The affidavit must be sworn before the Executive Magistrate or before the 1st Class Magistrate.

Requirements are detailed below :

Sl. No.	Equipment	Nos.	Make & Model	Capacity	Number	
					Owned	Hired
1	Rear Dumpers –Pay load capacity-25 Te /16 cum or equivalent above 25Te/16cum.	12				
2	Diesel Hydraulic Shovel : Backhoe – (a) 2.5cum bucket capacity or equivalent above (b) 0.90cum bucket capacity or equivalent above	02				
		01				
3	Tipper Pay load capacity -15Te or equivalent above 15 Te	09				
4	Dozer 320 HP	02				
5	Drill (Diesel operated) a) 160 mm dia b) Drill – 100 mm	01				
		01				
6	Water Sprinkler -15 KL	02				

Incase of availability of higher capacity equipments dumpers etc. (ownership/hire), equivalent numbers shall also be considered towards meeting required numbers.

Capacity certification shall be based on manufacturer's certificate.

- d. Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under :

Assessed available bid capacity ($A \times N \times 2 - B$) = > **Rs 6,58,57,500.00**

where :

A = Maximum. value of work executed in any one year in preceding 5 years (updated to current level) , taking into account the completed as well as works in the progress. Updatation shall be @ 5% per year.

N = No. of years prescribed for completion of the works for which bid are invited.

B = Value at current price level of existing commitments and on-going works to be completed during the next **1 (one)** year (Period of completion of the work for which bids are invited).

Contd..P/4

Note :-The bidders are to submit statements showing the value of existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works listed.

Sub contractors experience and resources will not be taken into account in determining the bidders compliance with qualifying criteria.

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

Only such bidders who meet the above referred eligibility criteria and fulfill other requirements as per NIT and Tender documents shall qualify for opening of Part-II of the tender i.e. price bid.

13. ECL would 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 of judiciary , obstruction or delay by any out side elements/ agency.
14. General Instructions for Submission of Tender .
Tenderer is required to submit his offers in sealed covers giving reference to this Tender Notice Number and date, containing offers in two parts-I & II as specified in the Tender documents. Earnest money is to be placed in a separate cover marked “Earnest Money” and cost of tender document (applicable for downloaded tender document from website) is to be placed in a separate cover marked “ Cost of tender document” and shall be submitted with the part-I of the tender.
Part-I & II, should also be in sealed cover clearly super scribing as Part-I & II on the respective envelopes (Name of the work shall be super scribed on the left side of the cover) placed in another sealed cover super scribing therein name of work and NIT no. Part-II envelopes will be opened only in respect of such tenderers as found valid after scrutiny of Part-I
15. Purchase Preference to CPSE s as per policy of Govt. of India will be considered as applicable / prevailing on the date of submission of this tender, if applicable on that date.
16. The rates offered in Part-II should be valid for 120 (One hundred twenty) days from the date of opening of Part-I of the tender.
17. ECL reserves the right to reduce time of completion provided in the tender notice for completion of entire work.
18. The company is not under any obligation to accept the lowest tender/tenders and reserves the right to reject any or all the tenders without assigning any reason whatsoever and also to distribute the work and allot the work/works to more than one tenderer, at its sole discretion.
19. No documents will be received/considered by the Tender Committee for the purpose of evaluation of the tender after the scheduled date and time of dropping of the tender. No further correspondence will be made regarding any lacking document. However, clarification, if necessary may be asked by the Management”.

Contd.../5

20. Tenderers are requested to look into the website of ECL and Govt. Portal for any addendum /corrigendum till the last date of sale of the tender document as stipulated in the NIT for the subject work.. Corrigendum , if any, will have to be downloaded and submitted along with the bid document duly signed.
21. Bidder are requested to submit the following to facilitate payment, through E-mode .
(1) Name of the payee in Block letters (2) Address/Department (3) Bank Account No. of payee (14 digits) (4) Name of the Bank (5) Name of the Branch and Branch code (6) Indian Financial Service Code (IFSC)
22. The bidders are required to sign the integrity pact as per format given in the Document Part-I.

Name , address and contact No. of the Independent External Monitor :-

Sl.No.	Name	Address
1.	Shri Debabrata Bandopadhyay IAS (Retd).	G.D-89 , Sector III,Salt Lake , Kolkata-700106 , Ph no. 033-23348544
2.	Shri Sujit Shankar Chattopadhyay, I.A.S(Retd).	C.K.- 205, Sector-1 Salt lake, Kolkata 700091, Phone 033-23216602

General Manager (CMC)

Distribution.

1. C M D
2. D(T)-OP/ D(T)-P&P/ D(F) / D(P) - ECL
3. CVO, ECL HQ.
4. CGM/GM (CMC) – All subsidiaries.
5. TS to CMD/ TS to D(F) - ECL HQ.
6. CGM(P&P.)/GM(F)/GM(C)/GM(P&IR)/CGM(IED)/GM(ExcV)/GM(S&M)-ECL/HQ.
7. CGMs/GMs - All Areas / Projects.
- 8.. Dy.PRM, ECL/HQ - with the request to arrange for publication of abridged form of NIT in leading news papers in English and other languages as per policy of the Company as well as display in WEBSITE of ECL & Govt. Portal at the earliest.
- 9.. FM(CMC) / Dy. CE(C)-CMC / F.M.(Cash) / Chief Cashier ,ECL/HQ.
10. Hony. Secretary - Builders' Association Of India, Asansol Center. C/o. Sri J.C. Lal, M/s.Linkers India, Lithuria Road, Neamatpur, P.O. Sitarampur - 713 359.
11. President, Coal & Steel Chamber of Commerce & Industries, P.O. Ukhra, Dist. Burdwan(WB).
12. Chief of Security , ECL. - With a request to provide adequate security on the dates of Submission of tender at ECL,HQ.(i.e.on **30/01/2012 & 31/01/2012**) and on the date of opening (i.e. on **02/02/2012**).
13. HOD (Sales), - ECL Sales Office , 13, R.N.Mukherjee Road, Kolkata – 700-001 - with the request to make necessary arrangements in his office for receipt of tenders on **30/01/2012 & 31/01/2012**.
14. AE(C) / AFM, Satgram Area - with the request to make necessary arrangements in your area for sale and receipt of tenders as per NIT.
15. NOTICE BOARD.

Copy to : i) Sri Sujit Shanker Chattopadhyay , I.A.S (Retired),] For
C.K.- 205, Sector-1 Salt lake Kolkata] kind
ii) Shri Debabrata Bandopadhyay, IAS (Retd) GD-89, Sector- III,] information
Salt Lake, Kolkata-700106

(P-6)

SECTION- 1

INSTRUCTIONS TO BIDDERS

1. Scope of Tenderer :

- 1.1 The Eastern Coalfields Limited (referred to as Employer in these documents) invites bids for the construction of works (as defined in these documents and referred to as “the works”)detailed in the table given in the Notice Inviting Tender (NIT).The tenderers may submit tenders for any or all of the works (Packages or slices) detailed in the NIT.
- 1.2 The successful Bidder will be expected to complete the Works by the Intended Completion Date specified in the Contact.

2. ELIGIBLE TENDERERS :

- 2.1. The Invitation for Bids is open to all Bidders eligible to participate as per qualifying criteria laid down separately hereinafter.
- 2.2. All bidders shall provide in their bid, Forms of Bid and Qualification Information, a statement that the Bidder (including all members of the firm including subcontractors) is not associated, nor has been associated in the past , directly or indirectly, with the consultant or any other entity that has prepared the design, specifications , and other documents for the Project or being proposed as Engineer for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the Works shall not be eligible to Bid.
- 2.3. Joint Venture : Two or three companies/contractors may jointly undertake contract/contracts Each entity will be jointly responsible for completing the task as per the contract.
- 2.4. The company reserve its right to allow public enterprise purchase preference facility as admissible under prevailing policy.

3. QUALIFICATION OF THE TENDERER :

- 3.1 All bidders shall provide in their bid, Form of Bid and Qualification Information , a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 3.2 In the event that pre-qualification of potential bidders has been undertaken, only Bids from pre-qualified bidders will be considered for award of Contract. These qualified bidders should submit with their Bids any information updating their original pre-qualification applications or, alternatively, confirm in their bids that the originally submitted pre-qualification information remains essentially correct as on the date of Bid submission. The update or confirmation should be provided in the bid..
- 3.3 If the employer has not undertaken pre-qualification of potential bidders, all bidders shall include the following information and documents with their bids (copies of all documentary evidences are to be duly authenticated by the tenderer’s /constituted attorney of the tenderer with full signature and seal. All signed declarations are to be made in the tenderer’s letter head)
- a) Copies of original document defining constitution or legal status . place of registration and principle place of business, written power of attorney of signatory of the bid to commit the bidder.
 - b)
 - i) total monetary value of contractual work performed for each of the last five years
 - ii) experience of having successfully executed similar works during last seven years.
 - c) Experience in works of similar nature and size for each of the last **seven** years and the details of work underway or contractually committed and the name & address of clients who may be contacted for further information on those contracts.

Contd.../2.

(P-7)

-2 -

- d) major items of equipment proposed to carry out the Contract.
- e) qualification and experience of key site management and technical personnel proposed for the contract;
- f) Evidence of adequacy of minimum working capital (either 20% of the annualized value of the work or the estimate value of the work whichever the less) for this contract. In case of obtaining credit the certificate from scheduled bank should be produced.
- g) authority to seek references from the Bidder's Bankers.
- h) Prior approval in writing of the company shall be obtained before any change is made in the constitution of the contracting agency otherwise it shall be treated as breach of contract .
- i) Proposal for sub contracting components of the works amounting to more than 10 per cent of the contract price and
- j) Permanent Income Tax A/c. No. (PAN).
- k) The bidders would give a declaration that they have not been banned or de-listed by any Govt. or Quasi-Govt. Agencies or PSU's. If a bidder has been banned by any Govt or Quasi- Govt. agencies or PSU's that fact must be clearly stated and it may not necessarily be a cause for disqualifying him. If this declaration is not given the bid will be rejected as non-responsive .
- l) Two or three companies / contractors participating in the bid as Joint Venture should submit Firm-wise participation details, Banker's name , execution of work with details of contribution of each and all other relevant details.

Note : The intending tenderer will have to submit a declaration in support of authenticity of the credential submitted by them alongwith the tender in the form of an affidavit as per the format provided in the bid document.

3.4. To qualify for award of the contract -

a. The intending tenderer must have in its name experience of having successfully executed works of similar nature, (such as Excavation, loading and transportation of OB / Soil / Ash / Coal / sand and minerals, extracted through mining activities) in Govt. / Public Sector / Joint Sector Enterprises (Managed jointly by Govt. and Private Agency) / Public Limited Company in Private Sector, valuing **Rs. 4.28 Crs.** in any year during last 7 (seven) years ending last day of month previous to the one in which bid applications are invited.

For substantiating past experience , the bidder should submit the work order, certificate of actual works already executed and TDS certificate.

- b. The bidder must produce evidence of adequacy of a minimum working capital of **Rs. 1.32 Crs.** for this contract. In case of obtaining credit, the certificate from scheduled bank should be produced.
- c. The bidder is required to give an undertaking in the form of an affidavit in the prescribed format (in Part- 1 document). to deploy matching equipment / tippers/payloaders as per NIT either owned or hired.

The affidavit must be sworn before the Executive Magistrate or before the 1st Class Magistrate.

Contd.../3.

Requirements are detailed below :

Sl. No.	Equipment	Nos.	Make & Model	Capacity	Number	
					Owned	Hired
1	Rear Dumpers –Pay load capacity-25 Te /16 cum or equivalent above 25Te/16cum.	12				
2	Diesel Hydraulic Shovel : Backhoe –					
	(a) 2.5cum bucket capacity or equivalent above	02				
	(b) 0.90cum bucket capacity or equivalent above	01				
3	Tipper Pay load capacity -15Te or equivalent above 15 Te	09				
4	Dozer 320 HP	02				
5	Drill (Diesel operated)					
	a) 160 mm dia	01				
	b) Drill – 100 mm	01				
6	Water Sprinkler -15 KL	02				

Incase of availability of higher capacity equipments dumpers etc. (ownership/hire), equivalent numbers shall also be considered towards meeting required numbers.

Capacity certification shall be based on manufacturer's certificate.

3.5 Sub contractors experience and resources will not be taken into account in determining the bidders compliance with qualifying criteria

3.6 Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under :

Assessed available bid capacity ($A \times N \times 2 - B$) => **Rs 6,58,57,500.00**

where :

A = Maximum. value of work executed in any one year in preceding 5 years (updated to current level) , taking into account the completed as well as works in the progress. Updation shall be @ 5% per year.

N = No. of years prescribed for completion of the works for which bid are invited.

B = Value at current price level of existing commitments and on-going works to be completed during the next **1 (one)** year (Period of completion of the work for which bids are invited).

Note :-The bidders are to submit statements showing the value of existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works listed.

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

Only such bidders who meet the above referred eligibility criteria and fulfill other requirements as per NIT and Tender documents shall qualify for opening of Part-II of the tender i.e. price bid.

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

4. **ONE BID PER BIDDER :**

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

5. **COST OF BIDDING**

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

6. **SITE VISIT**

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

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

6.3 **Site Investigation Report :** The Contractor, in preparing the bid, shall rely on the Site Investigation Report referred to in the bid document, supplemented by any information available to the Bidder.

7. **CONTENT OF BIDDING DOCUMENTS :**

7.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with Clause -9 :

Notice Inviting Tender :

Section - 1	Instruction to Bidders;
Section - 2	Forms of Bid and Qualification Information ;
Section - 3	Conditions of Contract;
Section- 4	Special Notes and Terms & conditions
Section - 5	Forms of Securities/Guarantees and form of Article of Agreement. And Proforma of affidavit for details, related to fulfillment of Cl.3.4(C) of ITB.
Section -6	Work Schedule
Section -7	Scope of work/ Bill of Quantities

8. **CLARIFICATION OF BIDDING DOCUMENTS**

8.1 A prospective Bidders requiring any clarification of the bidding documents may notify the Employer in writing or by cable (includes telex and facsimile) at the Employer's address indicated in the Notice inviting Tender . The Employer will responds to any request for clarification received earlier than 15 days prior to the deadline for the submission of Bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry but without identifying its source.

Contd../5.

9. **AMENDMENT OF BIDDING DOCUMENTS :**

- 9.1. before the deadline for submission of Bids, the Employer may modify the bidding documents by issuing addenda.
- 9.2. Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all purchasers of the bidding documents. Prospective Bidders shall acknowledge receipt of each addendum by cable or otherwise to the Employer.
- 9.3. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids the Employer shall extend, as necessary, the deadline for submission of Bids, in accordance with Sub-clause 19.2 below. And the same is also to be communicated simultaneously to all the purchasers of Bidding Documents.

10. **LANGUAGE OF BID :**

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

11. **DOCUMENTS COMPRISING THE BID :**

11.1 General Instructions for Submission of Tender .

Tenderer is required to submit his offers in sealed covers giving reference to this Tender Notice Number and date, containing offers in two parts-I & II as specified in the Tender documents. Earnest money is to be placed in a separate cover marked "Earnest Money" and cost of tender document (applicable for downloaded tender document from website) is to be placed in a separate cover marked "Cost of tender document" and shall be submitted with the part-I of the tender.

Part-I & II, should also be in sealed cover clearly superscribing as Part-I & II on the respective envelopes (Name of the work shall be superscribed on the left side of the cover) placed in another sealed cover superscribing therein name of work and NIT No

(i) letter of the bidder submitting the bid in the form as stipulated in 'Contractor's bid' in the bid document and

(ii) qualification information as indicated in the bid document and Documents as required in accordance with stipulations of bid document and any other materials required to be completed and submitted by bidder in accordance with these instructions.

Part-II envelopes will be opened only in respect of such tenderers as found valid after scrutiny of Part-I.

- 11.2. The original bid document issued to the bidder duly signed by authorised signatory of the bidder on all pages as proof of accepting the conditions of contract (excluding the price bid) shall be submitted in part-I.
Part II of the bid to be submitted in the IInd inner sealed envelope comprising of Priced Bill of Quantities.

12. **BID PRICES**

- 12.1. The contract shall be for the whole works as described in sub clause 1.1, based on the priced bill of quantities submitted by the Bidder.
- 12.2. The Bidder shall fill in rates and prices for all items of the works described in the bill of quantities, corrections, if any, shall be made by crossing out, initialing, dating and re-writing. Over writing should be avoided, and instead, corrections be made wherever required as per above.

- 12.3. All duties , taxes , and other levies, payable by the contractor under the contract , or for any other cause as applicable on the last date of submission of tender shall be included in the rates, prices and the total bid price submitted by the Bidder. All incidental overheads, etc. as may be attendant upon execution and completion of works shall also be included in the rates , prices and total Bid price submitted by the bidder. However, such duties, taxes, levies etc. which is notified after the last date of submission of tender and/or any increase over the rate existing on the last date of submission of tender shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities. Similarly , if there is any decrease in such duties , taxes & levies the same shall become recoverable from the contractor. Details of such duties , taxes, and other levies along with rates shall be declared by the bidders in their price bid. However the item wise rate quoted shall be exclusive of Service Tax. Payment of Service Tax is subject to having service tax registration no. of the bidder & submission of a copy of Invoice/Bill or as the case may be a copy of challan in accordance with the provision of Rule-4A of Service Tax Rule-1994.
- 12.4. The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to variation on any account except to the extend variations allowed as per the conditions of the contract of the bidding document.
- 12.5. The Bidder is to ascertain existence of any force majeure conditions at the place of operation of the bids and will categorically specify them in his Bid stating whether they have been taken into consideration in their quotation.
13. **CURRENCIES OF BID AND PAYMENT :**
- 13.1. The unit rates and prices shall be quoted by the Bidder entirely in Indian Rupees.
14. **BID VALIDITY :**
- 14.1. Bid shall remain valid for a period not less than one hundred and twenty days after the deadline for opening of bid (Part-I) or revised bid opening date if any for Part-I.. A bid valid for a shorter period shall be rejected by the Employer .
- 14.2. In exceptional circumstances, prior to expiry of the original time limit,the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid security for a period of the extension and in compliance with Clauses 15 in all respects.
15. **BID SECURITY / EARNEST MONEY DEPOSIT :**
- 15.1. The bidder shall furnish , as part of his bid, a bid security/earnest money in the amount as shown in NIT for this particular work . Bid security / EMD will be required to be deposited in the form of irrevocable Bank Guarantee (from Schedule Bank Branch acceptable to the owner) with validity 28 days beyond the validity of the bid in the format given in the bid document. Certified Cheques and Demand Drafts also be acceptable as Bid Security / Earnest Money drawn in favour of Eastern Coalfields Ltd. on any Scheduled Bank payable at its branch at Asansol.
- 15.2. Any bid not accompanied by an acceptable Bid Security /EMD shall be rejected by the Employer as non-responsive.
- 15.3. The Bid Security/EMD of the unsuccessful bidder shall become refundable. The unsuccessful bidder for this purpose means the bidders who have not qualified for opening of Part-II (Price Bid) and those who have not emerged as L-1 tenderer after opening of Price Bid,

- 15.4. The Bid Security /EMD of the successful Bidder will be discharged when the bidder has signed the Agreement and furnished the required performance Security/ Security deposit.
- 15.5. The Bid Security/Earnest Money may be forfeited :
 - a) If the Bidder withdraws the Bid after Bid opening during the period of Bid validity; or
 - b) In the case of a successful bidder, if the bidder fails within the specified time limit to (i) sign the Agreement ; or (ii) furnish the required Performance Security/ Security Deposit.
 - c) if the bidder does not accept the correction of the bid price pursuant to clause 26/25 of ITB.
- 16. The Bid Security /EMD deposited with the Employer will not carry any interest.

17. FORMAT AND SIGNING OF BID:

- 17.1. The Bidder shall prepare the bidding documents comprising the Bid as described in Clause –11 of these instruction to Bidders.
- 17.2. All documents of the Bid shall be typed or written in indelible ink and shall be signed with sealed by a person or persons duly authorised to sign on behalf of the Bidder, pursuant to Sub-Clause-3.3 (a). All pages of the Bid documents shall be initialed by the person or persons signing the Bid.
- 17.3. The Bid shall contain no alterations, or additions, except those to comply with instructions issued by the Employer , or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid. Erasing or overwriting in the bid document may disqualify the bidder.

18. SEALING AND MARKING OF BIDS :

- 18.1 Tenderer is required to submit his offers in sealed covers giving reference to this Tender Notice Number and date, containing offers in two parts-I & II as specified in the Tender documents. Earnest money is to be placed in a separate cover marked “Earnest Money” and cost of tender document (applicable for downloaded tender document from website) is to be placed in a separate cover marked “ Cost of tender document” and shall be submitted with the part-I of the tender.
Part-I & II, should also be in sealed cover clearly superscribing as Part-I & II on the respective envelopes (Name of the work shall be superscribed on the left side of the cover) placed in another sealed cover superscribing therein name of work and NIT No.

Part-II envelopes will be opened only in respect of such tenderers as found valid after scrutiny of Part-I

- 18.2 The envelopes, to be submitted , shall be addressed to the Employer at the following address :

General Manager (CMC),
 Contract Management Cell ,ECL(HQ)
 At : Sanctoria PO : Dishergarh –7133 333 Dt. Burdwan (WB)

Inner and outer envelopes will bear the following additional identification :

Bid for

Bid ref. No.....

Do not open beforeHrs. IST on

- 18.3. In addition to above, all the envelopes shall indicate the name and address of the Bidder.
- 18.4. If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

19. DEADLINE FOR SUBMISSION OF BIDS :

- 19.1.** Bids shall be delivered to the Employer on **30/01/2012 and 31/01/2012** (between 10.00 AM to 3.00 PM) at places described at clause 7 of NIT. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be received up to the appointed time on the next working day.
- 19.2.** The Employer may extend the deadline for submission of Bids by issuing an amendment in accordance with Clause 9 , in which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline will then be subject to the new deadline.

20. LATE BIDS

- 20.1. Any Bid received by the Employer after the deadline prescribed in Clause 19 due to any reason whatsoever will not be accepted.

21. MODIFICATION AND WITHDRAWAL OF BIDS

- 21.1. Bidders may modify or withdraw their Bids by giving notice in writing before the deadline prescribed in Clause 19 in case the bidder has submitted the bid well before the deadline.
- 21.2. Each Bidder's modification or withdrawal notice shall be prepared, sealed , marked and delivered in accordance with the provisions of Clause 11 ,17,18, and 19, with the outer and inner envelopes additionally marked "MODIFICATION " or " WITHDRAWAL" , as appropriate.
- 21.3. No Bid may be modified after the deadline for submission of Bids.
- 21.4. Withdrawal of a Bid between the deadline for submission of Bids and the expiration of the period of Bid validity specified in the Bidding Data or as extended pursuant to Sub-Clause 14.2 may result in the forfeiture of the Bid. Security pursuant to Clause-15.

22. BID OPENING

- 22.1. The Employer will open the bids, including modifications made pursuant to Clause 21, in the presence of the bidder's or their representatives who choose to attend at the time and in the place specified in Clause 19 . In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day .

Envelopes marked 'WITHDRAWAL' shall be opened and read out first Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause –21 shall not be opened.

- 22.2. The Bidders' names, the Bid prices, the total amount of each Bid, and of any alternative bid (if alternative have been requested or permitted), any discounts. Bid modifications and withdrawal, the presence or absence of Bid Security and such other details as the Employer may consider appropriate will be announced by the Employer at the opening.

23. PROCESS TO BE CONFIDENTIAL

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

24. CLARIFICATION OF BIDS

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

25. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:

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

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

25.2. A substantially responsive Bid is one which conforms to all terms, conditions, and specifications of the Bidding documents without material deviation or reservation. A material deviation or reservation is one.

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

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

26. CORRECTION OF ERRORS

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

- a) Where there is a discrepancy between the amounts in figures and in words, the amounts in words will govern, and
- b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- c) discrepancy in totaling or carry forward in the amount quoted by the contractor shall be corrected.

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

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

27. EVALUATION AND COMPARISON OF BIDS

- 27.1. The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with clause –25.
- 27.2. In evaluating the Bid, the Employer will determine for each bid the evaluated bid price by adjusting the bid price as follows :
- a) Making any correction for errors pursuant to clause 26 .
 - b) Making an appropriate adjustment for any other quantifiable acceptable variation, deviation or alternative offers submitted in accordance with Clause – 16 and
 - c) making appropriate adjustments to reflect discounts or others price modifications offered in accordance with clause 21.
- 27.3. The Employer reserves the right to accept or reject any variation , deviation , or alternative offer variations , deviations , and alternative offer and other factors that are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefit for the employer shall not be taken into account in bid evaluation and award of work
- 27.4. If the Bid of the successful Bidder is seriously unbalanced in relation to the company's estimate of the cost of work to be performed under the contract, the company may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of these prices with the construction methods and schedule proposed. After evaluation of the price analysis the company may require that the amount of the performance security is increased at the expense of the successful bidder to a level sufficient to protect the company against financial loss in the event of the default of the successful bidder under the contract. The definition seriously ' unbalance bid' will no doubt vary from contract to contract. It is therefore essential that before bids are called for , the cost engineering department must fix the price above or below which the pricing of an item would be termed as seriously unbalanced. If the pricing of the bidder is such that he is likely to garner a major portion of the value of the contract at the initial stage of the project itself , the bid will be evaluated appropriately after carefully assessing the resultant fund flow form the company concerned. The concept of fund flow will be adopted for works value over Rs.1.00 Crore.

28. AWARD CRITERIA

- 28.1. subject to Clause –29 , the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price , provided that such Bidder has been determined to be :
- a) eligible in accordance with the provisions of Clause 2 ; and
 - b) qualified in accordance with the provisions clause 3.

Acceptance of offer issued by the company need not be accepted by the tenderer. But the tenderer should acknowledge a receipt of order within 15 days of mailing of Work Order and any delay in acknowledging the receipt will be a breach of the contract and compensation for the loss cause by such breach will be recovered by the company by forfeiting Earnest Money Deposit/ Bid Bond.

29. EMPLOYER'S RIGHT TO ACCEPT ANY BID AND NEGOTIATE

- 29.1. It is not obligatory to recommend the award of work to the lowest tenderer in all cases. In case the lowest tender is found to be unworkable and unbalanced or impractical, negotiation may be carried out with L1 only to arrive at reasonable rate.

30. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

- 30.1. The Bidder , whose Bid has been accepted, will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex, or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of contract called the “ Letter of acceptance”) will state the sum that the employer will pay the contractor in consideration of the execution, completion and maintenance of works by the contractor as prescribed by the contract (hereinafter and in the contract called “the contract price “)
- 30.2. The notification of award will constitute the formation of the contract , subject only to the furnishing of a Performance Security / Security deposit in accordance with clause 31.
- 30.3. The agreement will incorporate all agreements between Employer and the successful Bidder within 21 days following the notification of award along with the letter of acceptance.

31. PERFORMANCE SECURITY / SECURITY DEPOSIT.

- 31.1 Security Deposit shall consist of two parts :
- a) Performance Security to be submitted at award of work and
 - b) Retention Money to be recovered from running bills.

The security deposit shall bear no interest.

- 31.2 Performance Security should be 5% of contract amount and should be submitted within 28 days of receipt of LOA by the successful bidders in any of the form given below :

- * a Bank Guarantee in the form given in the bid document.
- * Govt. Securities , FDR or any other form of deposit stipulated by the owner.
- * Demand Draft drawn in favour of Eastern Coalfields Ltd. on any Nationalised /Schedule Bank. listed with RBI & payable at its Branch at Asansol.

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

If performance security is provide by the successful bidders in the form of Bank guarantee it shall be issued either .

- (a) By a Nationlised /Schedule Bank, listed with RBI acceptable to ECL or
- (b) By a foreign Bank located in India (approved by RBI) and acceptable to the employer.
- (c) The validity of the Bank guarantee shall be for a period of one year or ninety days beyond the period of contract whichever is more.

Contd.../12.

- Failure of the successful bidder to comply with the requirement as above shall constitute sufficient ground for cancellation of the award of work and forfeiture of the bid security.
- 31.3 Retention Money should be deducted at 5% from running bills. Total of performance security and retention money should not exceed 10% of contract amount or lesser sum indicated in the bid document.
Retention money deducted from bills may be refunded annually on submission of BG of equivalent amount.
- 31.4 5% Performance Security should be refunded , within 14 days of the issue of defect liability certificate (taking over certificate with list of defects).Retention Money should be refunded after issue of No Defect Certificate .
32. **EMPLOYMENT OF LOCAL LABOUR :**
- 32.1. “ Contractors are to employ, to the extent possible, only local project affected people and pay wages not less than the minimum wages fixed by the local government’.
- 32.2. If a contractor submits his bid, qualifies and does not get the contract because of his being not the lowest , he will be prohibited from working as a sub-contractor for the contractor who is executing the contract.
33. **LEGAL JURISDICTION**
- 33.1. Matter relating to any dispute or difference arising out of this tender and subsequent contract awarded based on the bid shall be subject to the jurisdiction of Asansol court only.
34. **DEEMED EXPORTS**
- 34.1. If the bidder has quoted any item/ items under the deemed exports then it will be the responsibility of the Bidder to get all the benefits under deemed exports from the Government. The Company’s responsibility shall only be limited to the issuance of required certificates. The quotation of the Bidder will be unconditional and phrases like “Subject to availability of deemed exports benefit” will not find place in it.
35. **CONSULTANTS NOT TO BID & VICE-VERSA :**
- 35.1. A firm which has been engaged by the company to provide Goods or Works for a project or any of its affiliates will be barred from providing consultancy services for the same project. Conversely, a firm hired to provide consultancy services for the preparation or implementation of a project and any of its affiliates will be barred from subsequently providing Goods or Works or services related to the initial assignment for the same project.
36. **SUB-CONTRACTOR /SUB-VENDOR :**
- 36.1. The contract agreement will specify major items of supply of 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 the 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 will not relieve the contractor from any of his obligation , duties and responsibilities under the contract.
- 36.2. If a contractor submits his bid , qualifies and does not get the contract because of his not being the lowest , he will be prohibited from working as a sub-contractor for the contractor who is executing the work.

(P-18)

SECTION- 2

FORMS OF BID AND QUALIFICATION INFORMATION

(To be filled by the bidders)

CONTRACTOR’S BID

Sub :- BID for the work

To

.....
.....
.....

Dear Sir,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying the Bidding Documents issued to us. The Bid Security /Earnest Money in accordance with the NIT and Instructions to Bidders amounting to Rs.....(in figures).....(in words) in the form as stipulated in Clause 15 of the Instructions to Bidders is enclosed herewith (to be filled in by the Bidder).

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

We hereby confirm that this Bid complies with the Bid validity and Bid security required by the Bidding documents. We also confirm that EMD and other required documentary evidences related to this part of the Bid are enclosed (as listed below) herewith either in original/ copies attested by Gazetted Officer/ copies duly authenticated by us with signature and seal along with affidavit as per the format provided in the bid document.

Yours faithfully,

Authorised Signature

Name & Title of the Signatory.....

Name of the Bidder :(the Contractor).

Address :

Date :

Encl : i) EMD of Rs.....videdt.....

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

FORMS OF BID AND QUALIFICATION INFORMATION

QUALIFICATION INFORMATION

(In sealed Cover)

(The information to be submitted by the Bidders)

1. Constitution or Legal status of Bidder (attached copy)

Place of registration :

Principal place of business :.....

Power of attorney of signatory Bid ...(attached)

2. Details of the turnover during last 3 (three) years :

Annual Turnover Data for past 3 financial years.		
Year	Turnover in Rs.	Remarks

3. Joint Venture details :

Name of all partners of a joint venture
1. Lead partner
2. Partner
3. Partner

Note :- Joint venture must comply the following requirement :

- i) Following are the minimum qualification requirements for joint venture :
 - a) The qualifying criteria parameter e.g., experience, financial resources etc. of the individual partners of the JV will be added together and the total criteria should not be less than as spelt out in Para 3.0 of ITB as qualification criteria.
- ii) The formation of joint venture or change in the joint venture character /partners after submission of the bid and any change in the bidding regarding joint venture will not be permitted.
- iii) Any bid shall be signed so as to legally bind all partners jointly and severally and any bid shall be submitted with a copy of the Joint Venture Agreement (JV Agreement) providing the joint and several liabilities with respect to the contract.
- iv) The pre-qualification of a joint venture does not necessarily pre-qualify any of its partners individually or as a partner in any other joint venture or association. In case of dissolution of a joint venture , each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.

(P-20)

- v) The bid submission must include documentary evidence to the relationship between joint venture partners in the form of JV Agreement to legally bind all partners jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation(percentage share in the total) and liabilities (joint and several) in respect of each and all of the firms in the joint venture . Such JV agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.
- vi) One of the partners responsible for performing a key component of the contract shall be designated as lead partner. This authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories of all the partners.
- vii) The JV Agreement must provide that the lead partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture and the entire execution of the contract shall be done with active participation of the Lead Partner.
- viii) The contract agreement should be signed jointly by each Joint venture partners.
- ix) An entity can be a partner in only one Joint Venture. Bid submitted by Joint Ventures including the same entity as partner will be rejected.
- x) The JV agreement may specify the share of each individual partner for the purpose of execution of this contract. This is required only for the sole purpose of apportioning the value of the contract to that extent to individual partner for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that tender.

4.. Details of experience for similar nature and complexity of work in last 7 (Seven) years :

Use a separate statement for each contract.

Sl. No	Number of contract / Name of contract	Name of the employer	Employers address	Nature of work and special features if any :	Contractor's role (check one) 1. Sole contractor 2. Subcontractor 3. Partner in Joint venture	Value of the total contract	Date of award	Date of completion	Specified requirements : a) Excavation & removal of Soil/Sand /Ash/Rock/Coal

5. Proposed sub-contractors and firms to be involved. :

Section of work	Value of sub-contractor..	Sub-contractor (Name of Address).	Experience in similar works

6. Information on Bid Capacity (works for which bids have been submitted and works which are yet to be completed) as on the as on the date of this bid :

- a) Total value of work executed in last five years (year-wise).
- b) Details of existing commitments and ongoing works.
- c) Details of works for which bids already submitted.

(P-21).

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

Source of financing	Amount in Rs.
1.	
2.	

Note :- Certificates submitted shall be dated within three months before the date of tender opening .

8. Details of the bankers :

Banker	Address of the banker / Telephone/ Fax/Telex	Contact name & title

- 9 . Details of Dumpers/Shovels/tippers /pay loaders/Dozers/drills/ water sprinklers and other equipment to be used for the work :

Sl.No.	Equipment type and capacity	Registration No.(only for the equipments /vehicles having Regn.)	Make and model	Numbers

10. The bidder should list transport available for personnel, construction , plant, stores and machinery . Where transport is to be Subcontracted the proposed arrangements should be clearly demonstrated.
11. The bidder should provide full details of his plant and maintenance facilities together with the full details of laboratory personnel Workshop personnel including fitters , mechanics ,machinists etc.
12. Permanent Income Tax Account No (PAN) :
13. TECHNICAL RESOURCES :
List of technical personnel available with the tenderer with their qualification and experience.
14. DETAILS OF EARNEST MONEY/BID SECURITY :
Deposit of Earnest Money by :
Details of certified cheques /draft/BG.
Amount (Rs.):

(P-22).

15. OTHERS DETAILS :

- (a) Details of registration/ enlistment with Government organizations/ PSUs/Subsidiaries of Coal India.
- (b) Certificate of registration as per statutory requirements under Contract Labour Laws as may be applicable.

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

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

Signature of the Tenderer with seal

Note :- 1) Separate sheets may be attached to furnish details, if necessary

2) Bidders are to fill up all the relevant 17 points of 'Qualification information document'. In case any point is not applicable / Nil applicable, the same be indicated against the relevant point.

3) Relevant documents towards fulfillment of eligibility criteria and related information be also submitted covering clause No.3.3, 3.4 & 3.6 of "Instruction to Bidders"

Contd.../23

Format for Affidavit

Non-Judicial Stamp Paper

AFFIDAVIT

I.....Partner /Legal Attorney/Accredited
Representative of M/s.....Solemnly declare that
1we are submitting Tender for the work
..... against Tender Notice No.....
.....dt.....

2. None of the Partners of our firm is relative of employee of
.....(Name of the Company).

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

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

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

6. We hereby submit that we will accept the tender document as available in the website and our tender may be rejected if any tampering in the tender document is found after opening of the tender.

7. We here by agree to the fact that in case of any discrepancy between the tender document downloaded from the website and the master copy available in the office, the later shall prevail and will be binding on us. We shall not have any claim on this account.

8. We allow ECL authority to seek reference from our banker.

Signature of the Tenderer

Dated :

Seal of Notary

SECTION- 3

GENERAL TERMS AND CONDITIONS (G.T.C.)

1. **Definitions :**

- I) The word "COMPANY" or "EMPLOYER" or "OWNER" wherever occurs in the conditions, means the Eastern Coalfields Limited represented at the headquarter of the company by the Chairman-cum- Managing Director or his authorised representative or any other officer specially deputed for the purpose.
- II) The word "Principal Employer" where ever occurs, means the athorised representative of any other officer specially deputed by the company for the purpose.
- 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 and any constitutional , or other wise change of which shall have prior approval of the employer.
- IV) " The Site " shall mean the site of the contract work including land and any building and erections thereon and any other lands allotted by the company for contractor's use.
- 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 on any other basis and it includes one who furnishes work to a special design accordingly to the plans or specification of this work but does not include one who merely supplied materials.
- VI) "Accepting Authority" shall mean the management of the company and includes an authorised representative of the company or any other person or body of persons empowered in this behalf by the company.
- VII) A "Day" shall mean a day of 24 hours from midnight to midnight.
- VIII) "Engineer In-Charge"/designated officer in charge will be clearly defined in the contract documents . Engineer- In-Charge / Designated Officer in-charge who is of and appropriate seniority will be responsible for supervising and administrative contract , satisfying payment due to the contactor valuing variations to the contractor, awarding extension of time and valuing compensation event. Engineer-In-Charge /Designated Officer In-charge may further appoint his representative i.e. another person / project manager or any other competent person and to notify to the contractor who is directly responsible for supervising the work being executed at the site on his behalf under the delegation of powers of the company. However over all responsibility, as per as the contract is concerned will be that of the Engineer-In-Charge / Designated Officer Incharge.
- IX) The "contract" shall mean the notice inviting tender, the tender as accepted by the company and the formal agreement executed between the company and the contractor together with the documents referred to therein including general terms and conditions, special conditions, if any, specifications, designs & drawings including those to be submitted during progress of work, schedule of quantities with rates and amounts.

- X) The " Work" shall mean the works required to be executed in accordance with the contract or parts thereof as the case may be and shall include all extra or additional, 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) "Contact Price " shall mean :
- a) In the case of lump sum contacts 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 "Bill of Quantities" of the tender documents as accepted by the company with or without any alteration as the case may be.
- XIII) "Written notice" shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in persons to the individual or to a member of the firm or to an office of the corporation / company for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.
- XIV) Drawing / plans shall mean all :
- a) Drawing furnished by owner with the bid documents if any , as a basis for proposal.
 - b) Working drawing furnished by the owner after issue of letter of acceptance of the tender to start the work.
 - c) Subsequent working drawings furnished by the owner in phases during progress of the work and
 - d) fabrication drawings, if any, submitted by the contractor and duly approved by the owner.
- XV) "Codes" shall mean the following, including the latest amendments, and /or replacement, if any.
- a) Bureau of Indian Standards relevant to the works under the contract and their specifications.
 - b) Indian Electricity Act and Rules and Regulation made there under.
 - c) Indian Explosive Act and Rules and Regulation made there under
 - d) Indian Petroleum Act and Rules and Regulation made there under
 - e) Indian Mines Act and Rules and Regulation made there under
 - f) Any other Act. Rule and Regulations applicable for employment of labour, safety provision, payment of provident fund and compensation , insurance etc.

2. **Contract Documents :**

The following documents shall constitute the contract documents :

- i) Article of Agreement .
- ii) Notice Inviting Tender.
- iii) Letter of acceptance of tender indicating deviations, if any from the conditions of contract incorporated in the tender document issued to the bidder and duly accepted by the Employer.

Contd.../3.

- iv) Condition of contract , including general terms and conditions additional terms and conditions, special conditions, if any etc. forming part of the Agreement.
 - v) Specifications where it is part of Tender Documents.
 - vi) Scope of works/ bill of quantities/schedule of works/ quantities and
 - vii) Contract Drawing /finalised work programme.
- 2.1 After acceptance of tender and on execution of contract/issue of work order, to proceed with the work , as the case may be, the contractor shall be furnished , free of charge, two copies of contract documents(certified true copies) excepting those drawings to be supplied during the progress of work. The contractor shall keep copy of these documents, on the site/place of work in proper manner so that these are available for inspection at all reasonable times by the Engineer-in-charge, his representatives or any other officials authorised by the company for the purpose.
- 2.2 None of these documents shall be used by the contractor for any purpose other than this contract and the contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.
- 2.3 The court of Asansol shall have exclusive jurisdiction in all matters arising under this contract.
3. Discrepancies and 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 quantities the specifications and / or drawing, the following order of preference shall be observed :-
- a) Description in Schedule of quantities.
 - b) Particular specification and special conditions, if any.
 - c) Drawings.
 - d) General specifications.
- 3.1. In the event of varying or conflicting provisions made in any of the document /documents forming part of the contract, the Accepting Authority's decision/ clarification shall hold good with regard to the intention of the document or contract as the case may be.
- 3.2. Any error in description, quantity or rate in schedule of quantities or any omission there from , shall not vitiate the contract or release the contractor from discharging his obligations under the contract including execution of work according to the drawings and specifications forming part of the particular contract document.
- 3.3. Any difference detected in the tender/ tenders submitted, resulting from :
- a) Discrepancy between description in words and figures, the rate which corresponds to the words quoted by the contractor shall be taken as correct.
 - b) Discrepancy in the amount quoted by the contractor due to calculation mistake of the unit rate and quantity, the unit rate shall be regarded as firm and amount corrected.

- c) Discrepancy in totaling or carry forward in the amount quoted by the contractor shall be corrected.

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

4. Security Deposit :

- 4.1. Security Deposit shall consist of two parts :

- a) Performance Security to be submitted at award of work and
b) Retention Money to be recovered from running bills.

The security deposit shall bear no interest.

- 4.2. Performance Security should be 5% of contract amount and should be submitted within 28 days of receipt of LOA by the successful bidders in any of the form given below ;

- o a Bank Guarantee in the form given in the bid document.
- o Govt. Securities , FDR or any other form of deposit stipulated by the owner
- o Demand draft drawn in favour of Eastern Coalfields Ltd. on any Nationalised/Scheduled Bank listed with RBI & payable at its Branch at Asansol.

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

- 4.3. If performance security is provided by the successful bidders in the form of Bank guarantee it shall be issued either

- (a) By a Nationalized /Scheduled Bank , listed with RBI and acceptable to ECL.
(b) by a foreign bank located in India (approved by RBI) and acceptable to ECL.
(c) the validity of the Bank guarantee shall be for period of one year or ninety days beyond the period of contract whichever is more.

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

- 4.5. Retention Money should be deducted at 5% from running bills. Total of performance security and retention money should not exceed 10% of contract amount or lesser sum indicated in the bid document.

Retention money deducted from bills may be refunded annually on submission of BG of equivalent amount.

- 4.6. 5% Performance Security should be refunded within 14 days of the issue of defect liability certificate (taking over certificate with a list of defects). Retention money should be refunded after issue of No Defect Certificate.

- 4.7. **Refund of Security Deposit :** The refund of Security deposit shall be subject to company's right to deduct /appropriate its dues against the contractor under this contract or under any other contract . On completion of the entire work and certified as such by the Engineer-Incharge, one half of the security deposit remaining with the company shall be refunded. The other half shall be refunded to the contractor on the expiry of six months performance guarantee period 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 defect liability period of six months or on its due extension till completion of the rectification work as required.
- b) In the case of building work or 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 leakages in roof effloresces in walls, dampness, defects in drainage etc. should be rectified to the satisfaction of the Engineer-In-charge.
- c) (i) In case of supply, installation and commissioning of equipment for electrical and mechanical works the refund shall be made on the expiry of defect liability period which will be one year from the date of commissioning of the equipment/completion of the work and /or rectification of any defect which may be detected in the individual equipment or the whole system under the contract, whichever is later.
(ii) All types of Manufacture's guarantee /warranty wherever applicable are to be issued/revalidated in the name of the owner by the Contractual agency and will be covered with relevant counter guarantee.

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

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

- 5.1 The company through its Engineer Incharge or his representative shall, without radically changing the original scope and nature of the contracted work, 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 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.
- 5.2. If the additional, altered or substituted work includes any class of work for which no rate/ rates is/are specified in the contract, rates for such items shall be determined by the Engineer-in-Charge as follows :
 - a) The rate shall be derived from the rate/rates for similar or near similar class of work as is / are specified in the contract /tender , failing which
 - b) The rate shall be derived from the company's prescribed schedule of rates based on which the estimate for tendering has been prepared plus or minus the percentage by which the tendered amount for the whole work quoted by the contractor is above or below the estimated amount as per the tender document, failing which

- c) The rate shall be derived from contractor's rate claimed for such class of work supported by analysis of the rate /rates claimed by the contractor. The rate to be determined by the Engineer-Incharge as may be considered reasonable taking in to account percentage of profit and overhead not exceeding ten percent or on the basis of market rates, if any, prevailing at the time when work was done. In the case of composite tenders , where two or more schedule of quantities for similar items description may form part of the contract , the applicable rate shall be taken from the schedule of quantities of that particular part in which the deviation is involved, failing that at the lowest applicable rate for the similar item of work in the other schedule of quantities. However, the Engineer-Incharge shall be at liberty to cancel the instruction by notice in writing and to arrange to carry out the work in such a manner as he / she considers advisable under the circumstances. The contractor shall under no circumstances suspend the work on the plea of non-settlement of rates.
- 5.3. Alterations in the quantities shall not be considered as a change in the conditions of the contract nor invalidate any of the provision thereof provided that a supplementary work order or agreement for the item /items involve will be necessary when the alterations involved one or more of the followings:
- i) An increase of more than 10% of the total cost of the work calculated from the original tendered quantities and the contract price.
 - ii) Incase of item rate tenders and increase or decrease of more than 25% in the quantities of item below plinth level and 5% of the item of above plinth level any major item or abnormally high value item of contract due to variations in the site conditions or change in the drawings and design. A major contract item is an item which is equal to or greater than 5% of the total contract cost as per agreement. The items appearing as minor item in the original contract shall be construed as becoming a major item when increase to the extent that the total cost of the item is equal to **or** greater than 5% of the total agreement value. Abnormally high value items are those whose quoted rates are more than 20% of the updated estimated rates of the company.
 - iii) The sub clause (ii) as above shall be applicable for item rate tenders only and not applicable for percentages tenders for works based on standard schedule of rates of the company.
 - iv) More than 10% deviation from original awarded value should require approval of next higher authority but total amount should be within the delegated power of the next higher authority.
- 5.4) The variation in quantity of abnormally low value item for item rate tenders shall not be permitted below 25% of the items below plinth level and 5% of the item above plinth level of the agreement schedule of quantities, but in exception cases with the written instruction of EIC. Abnormally low value items are those whose quoted rate are less than 20% of the updated estimated rates of the company. Therefore , quantity variation , if required, in respect of abnormally high rates and abnormally low rates items may be allowed up to the % mentioned above of the tender quantity beyond which rate analysis will be resorted to based on current market price and payment for extra quantity over the permitted quantity of +/- 25% and +/- 5% would be made on the basis of the analysed rate or quoted rate whichever is less.

- 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) 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 work in accordance with the instructions given by the E.I.C. No claim for omitting the part of the work or extra charges / damages shall be made by the contractor on these grounds.
- 5.7) In the event of any deviation being ordered which in the opinion of the contractor changes radically the original scope, and nature of the contract, the contractor shall under no circumstances suspend the work, either original or altered or substituted, and the dispute / disagreement as to the nature of deviation or the rate/ rates to be paid thereof shall be resolved separately with the company.

6. **Time for Completion of Contract, - Extension thereof, Defaults and compensation of delay :**

- Immediately after the contract is concluded, the Engineer-in-charge and the contractor shall agree upon time and progress chart prepared on the basis of a construction schedule to be submitted by the contractor showing the order in which the work is proposed to be carried out within the time specified in the contract documents. For the purpose of this time and progress chart, the work shall be deemed to have commenced on the expiry of 10 (Ten) days from the issue of letter of acceptance / Work order or handing over the site of work or handing over responsible no of working drawing to the contractor whichever is later.
- 6.1 If the contractor, without reasonable cause of valid reasons, commits default in commencing the execution of the work within the aforesaid date , the company shall without prejudice to any other right or remedy, be at liberty, by giving 15 days notice in writing to the contractor to commence the work, failing which to forfeit the Earnest Money deposited by him.
- 6.2 In the event of the contractor's failure to comply with 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 date of completion of contractor 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 , shall become liable to pay for penalty as under :
- a) If the average daily progress of work during the calendar months is less than the stipulated rate indicated in the detail tender notice , penalty as detailed below will be levied.
- i) If the average daily progress of work executed during the calendar month is more than 80% and less than 100% of stipulated rate of progress, penalty equal to 10% of the contract value of the short fall in work shall be levied.
- ii) If the average daily progress of work executed during the calendar month is less than 80% of stipulated rate, penalty equal to 20% of contract value of the short fall in work shall be levied.
- iii) The aggregate of the penalties so levied shall not exceed 10% of the total contract value.

Penalty will be calculated every month and withheld. The contractor shall be allowed to makeup the shortfall in the succeeding months within the stipulated time of completion.

The company may waive the payment of compensation, depending upon merit of the case, on request received from the contractor if the entire work is complete within the date as specified in the contract or as validity extended without stipulating any penalty.

- 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 LD. 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 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. upto 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 Extension of date of completion : On happening of any events causing delay as stated here under, the contractor shall intimate immediately in writing the Engineer-in - charge.
- a) Abnormally bad weather
 - b) Serious loss or damage by fire or other causes related to ' Force Majeure Conditions'.
 - c) Civil commotion, strikes or lock outs affecting any of the trades employed on the work.
 - d) Non-availability of stores which are the responsibility of the company to supply
 - e) Non availability or breakdown of tools and plant to be made available or made available by the company
 - f) 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.
 - g) Non-availability of working drawings/ work programme in time, which are to be made available by the company during progress of the work.
 - h) Any other causes which at the sole discretion of the company, is beyond the control of the contractor.

'Hindrance Register" should be maintained for recording the Hindrances. This shall be maintained on day to day basis and should be signed by both parties. Disputes if any should be decided by Engineer-In-charge or authority higher than him which should be binding on the contractor. In case of dispute, decision should be conveyed within 15 days from the dispute.

The Contractor may request the company in writing for extension of time within 14 days of happening of such event causing delay stating also, if practicable , the period for which extension is desired . The company may, considering the eligibility of the request, give a fair and reasonable extension of time, including reasonable mobilization time (if required for completion of work after Force Majeure even is over) 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(one) month of the date of receipt of such request.

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.

6.3.1 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.

6.3.2 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 company or the both. The extension will have to be by the party's agreement , expressed or implied.

Incase the contractor does not apply for grant of extension of time within 15 (Fifteen) days of hindrance occurring in execution of the work and the company wants to continue with the work beyond the stipulated date of completion for reason of the work having been hindered, the Engineer-in-Charge at his sole discretion can grant provisional 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 contract.

6.4 The bidding documents hereby states that :

a) 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 authority, 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 lasting over two months, if arising out of force majeure, the contract may be terminated at the discretion of the company.

b) For delays arising out of force majeure, the bidder/contractor will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of force majeure and neither company nor the bidder/contractor shall be liable to pay extra cost (like increase in rates , remobilisation advance, idle charges for labour and machinery etc.) provided it is mutually established that the force majeure condition did actually exist.

- c) If any of the force majeure conditions exists in the place of operation of the bidder event at the time of submission of bid he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.
- 6.5 Whenever time extension is given to the contractor for reasons for delay solely attributed to the company(for all the cases including when higher prices have been awarded), price variation may have to be allowed depending on the conditions of the contract . In order to determine the above, a hindrance register will be maintained which will be jointly signed by both the parties at the time of periodical review meetings to be held at least once in three months by the Engineer-in-charge / Designated Officer –in-charge whose decision in this cases will be final. The delays will be determined solely on the basis of this register, and that any refusal on the part of the contractor to sign the register would mean that the delay, if it occurs will be solely attributed to him.
- Hindrance register is signed by both the parties. The contractor should also be given permission to write his observation / disagreement in the register.
- In case the contractor has a different opinion for hindrance and a dispute arises, then the matter would be referred to the higher authority whose decision will be final and binding on the contractor and the decision to be communicated within 15 (Fifteen) days.

7. Supply of materials :

- The contractor shall at his own expense, provide all materials except Explosives and its accessories required for the work and the rates quoted by the contractor shall be for finished work inclusive of all materials required for completion of the work as specified in the contract. The company may of its own or at the request of the contractor supply such materials as may specified , if available , at rate /rates to be fixed by the Engineer-In-Charge.
- 7.1. For the materials which the company has agreed to supply for the contract, the contractor shall give in writing of his requirements in accordance with the agreed phased program to the Engineer-in-charge sufficiently in advance. The value of materials so supplied shall be set off or deducted from the payment to be made for the items of work in which such materials have been consumed, or from any sum then due or to become due to the contractor thereafter.
- 7.2. The contractor shall keep accurate record of materials issued by the company, maintain proper accounts for the receipts and issues to the work / contract and shall be open to check by the Engineer-in-charge or his authorised representative. The contractor shall ensure that such materials are consumed for the contract only and the Register for receipts and issues of such materials shall be signed both by the representatives of Engineer-in-charge and the contractor.

- 7.3. All materials, tools and plants brought to site by the contractor including the materials supplied by the company shall be deemed to be held in the lien by the company and the contractor shall not have the right to remove the same from the site , without the written permission of the Engineer-In-Charge. The company shall not however be liable for any loss, theft or damage due to fire or other causes during this period of lien.
- 7.4 The contractor shall bear the cost of loading, transporting to site, unloading, storing under cover as required etc. as may be necessary for the use and keeping the materials in good condition.
- 7.5 Any surplus materials, 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 notice in writing require the contractor to pay the amount at double the issue rate for such un-returned surplus materials. This does not cover Explosives & its accessories which has been dealt elsewhere in this bid document.
- 7.6 On completion or on termination of the contract in advance, if any, in respect of materials brought to site paid by company if fully recovered, the contractor, shall be entitled to remove at his expenses all surplus materials originally supplied by him and upon such removal, the same shall become the property of the contractor.
- 7.7 All charges on account of octroi, terminal or sales tax and other duties on materials obtained for the works from any source (excluding materials supplied by the company) shall be borne by the contractor.
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 there from, along with clarifications / explanations thereof, if necessary. However , the contractor will be solely responsible for design and erection of all temporary structure required in connection with work.
- 8.1 i) The contractor shall be responsible for correct and complete execution of the work in a workman like manner with the materials as per specification which shall be subject to the approval of the company. All work under execution in pursuance of the contract shall be open to inspection and supervision by the Engineer- in-charge or by his authorised representative or any other official of higher rank or any other person authorised by the company in this behalf & the contractor shall allow the same .

- 8.1. ii) The contractor shall give a clear notice period offering the materials /equipments for inspection by the company and they will not be dispatched unless they are inspected and cleared for dispatched by the representative of the company. The company may in exceptional cases waive this requirement with sufficient reasons wherever required.
- 8.2. 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 for his satisfaction that the materials so comply.
- 8.3. The contractor shall immediately after the award of contract draw up a schedule giving dates for submission of samples / shop drawings (viz. Bar-bending drawing / schedules) as required or necessary by the specification for approval of Engineer-in-charge who shall approve, after amendments, if any, 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 / shop drawing as per schedule, the Engineer-in-charge shall arrange to check 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 be bound to furnish fresh samples, if disapproved by the Engineer-In-charge, for his approval. However, EIC's approval of any sample design / drawings (permanent / temporary structures) shall not alter contractor's full responsibility whatsoever for the performance and safety of executed job.
- 8.4. i) The company, through the Engineer In-charge , shall have full powers to reject any materials or work due to a defect therein for not conforming 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 or for any other reason. 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. In case 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 rectification in any manner considered advisable under the circumstances and the entire cost for such procurement / rectification shall be borne by the contractor.
- 8.4. ii) However wherever deviation in respect of materials and workmanship (or both) have for good and sufficient reason , recorded in writing, been accepted by the company, the cost implications as a result of deviations in such cases will invariably be taken into account under ' deviation of work'.

8.5 The Engineer- in-charge shall be entitled to have tests (all mandatory test as per relevant BIS or other approved specification) carried out at the cost of the contractor 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. All such expenses borne by the contractor are not to be paid for separately by the Employer and shall be assumed covered in accepted item rate price . The cost of any other tests , if so required by the Engineer In-charge, shall be borne by the contractor only. If the test results disclose that the said materials are not in accordance with the provision of the contract . The cost of materials consumed in such tests shall however be borne by the contractor.

9. **Measurement and payments :**

Except where any general or detailed description of the work in bill of quantities provides otherwise, measurements of work done shall be taken in accordance with the relevant standard method of measurement as applicable to the schedule of quantities / schedule of works/ specification to the contract. In the case of items not covered by any of the aforesaid contract documents, measurement shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standard.

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

9.2 Measurements shall be taken jointly by the Engineer-in-charge or his authorised representative and by the contractor or his authorised representative.

9.3 Before taking measurements of any work, the Engineer-in-charge or the person deputed by him for the purpose shall intimate the contractor to attend or to send his representative to attend the measurement. 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 of measurements, a note to that effect shall be made in the Measurement Books/ Log books and signed and dated by both the parties.

9.4 In the event of failure on the part of the contractor to attend or to send his authorised representative to attend the measurement after receiving the intimation, or to counter sign or to record objection within a week from the date of the measurement, the measurement taken by the Engineer-in -charge or by his authorised representative shall be taken to be correct measurement of the work done.

9.5 Payment on Account :

The contractor shall submit interim bill/bills for the work carried out /materials provided in accordance with the contract. The Engineer-in-charge shall then arrange for verification of the bill/bills with reference to the measurements taken or to be taken or any other records relevant for the purpose

9.6. Payment on account shall be made by the Engineer-In-Charge 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 amount as may be deductible or recoverable in terms of the contract.
- b) No exceeding 75 % of the cost of any materials, as may be assessed by the Engineer-In-charge which in his opinion are reasonably required for consumption in work according to the contract and have been brought to site and the contractor has arranged for its proper storage and indemnified the company against loss due to any cost whatsoever and for perishable materials the contractor has effected at his expense the insurance cover for the full cost thereof .

The advance payment as above shall be recovered by adjustment from on account bills of the contractor as and when materials are utilised in the works.

9.7. 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 relates 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.

9.8. The company reserves the right to recover/enforce recovery of any overpayments detected after the payment as a result of post payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed claims , if any, of the contractor exceeds the amount of such overpayment and irrespective of the facts whether such disputed claims of the contractor are the subject matter of arbitration or not. The amount of such overpayments may 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 from the amount retained as per clause-4.5 or the contractor shall pay the amount of overpayment on demand.

9.9. 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.

10. Termination , suspension, Cancellation and Foreclosure of the 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-in-charge, then on the expiry of the period as specified in the notice.

OR

- b) Commits default/breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the Engineer-in-charge , then on the expiry of the period as may be specified by the Engineer-in charge in a notice in writing.
OR
- c) 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
- d) Shall offer or give or agree to give any person in the service of the company or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/acts of favour in relation to the obtaining or execution of this or any other contract for the company.
OR
- e) Obtain a contract with the company as a result of ring tendering or other non-bonafide methods of competitive tendering..
OR
- f) transfers , sublets, assigns the entire work or any portion there-off without the prior approval in writing from the Engineer-In-Charge,. The Engineer-in-charge may give a written notice, cancel the whole contract or portion of it in default.
- 10.1. The contract shall stand terminated under the following circumstances :
- a) If the contractor being an individual in the case of proprietary concern or in the case of 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 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 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 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, equipment, etc. taken possession of after cancellation.
- d) to recover the amount determined as above, if any, from any moneys 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).

10.3. **Suspension of Work ;**

The Contractor shall on receipt of the order in writing of Engineer-In-charge (whose decision shall be final and binding on the contractor), suspend the progresses of work or any part thereof for such time in such manner as the Engineer-Incharge may consider necessary so as not to cause any damage or endanger the safety thereof for any of the following reasons:

- a) On account if any default on the part of the contractor or
- b) For proper execution of the works , or part thereof reasons other than the default of the contractor or
- c) For safety of the works , or part thereof .

The contractor shall , during such suspension properly protect and ensure the works to the extent necessary and carry out the instruction of the Engineer-In-Charge. If the suspension is ordered for reasons (b) & (c) , the contractor shall be entitled to extension of time equal to the period of every such suspension, plus 25% for completion of the item or group of items of the work for which a separate period of completion as specified in the contract and of which suspended work forms a part.

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 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% of the contract value.

10.4. **Foreclosure of contract in full or in part :**

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

- a) to pay the contractor at the contract rates full amount for works executed and measured at site upto the date of such abandonment / reduction in the work.
- b) 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 supply for the work including supply to labour /staff quarters ,office etc.

- c) To pay for the materials brought to site or to be delivered at site , which the contractor 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 part if so desired by him and to be transported by the contractor from site to his place .
- d) To take back the materials issued by the company 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 any other destination whichever is less.
The contractor shall , if required by the Engineer-In-charge, furnish to him books of account papers relevant documents as may be necessary to enable the Engineer-in-charge to assess the amount payable in terms of part 10.4 (b), (c) and (e) above, the contractor shall not have any claim for compensation whatsoever either for abandonment or for reduction in the scope of work other then those as specified above. The bidding documents will clearly state that, if the contractor fail to complete the work and the order is cancelled , the amount due to him on account of work executed by him, if payable , shall be paid to him only after due recoveries as per provision of the contract and **to** after alternative arrangement to complete the work has been made.

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, 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 before issue of completion certificate.

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 including 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 and usable by the company.

- 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 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.
 - 11.2. Before the date fixed for completion of work, the work as well as the site of work are to be made clean after removal of rubbish, scaffolding, surplus materials, temporary structures etc.
 - 11.3. In case of contractor's failure, the EIC shall have right to get the work done at the cost of the contractor.
 - 11.4. The contractor shall submit completion plans in the shape of "As Built Plans" in respect of all service like electrical layouts, cable layouts, etc. as per actual execution. All such plans are to be supplied in triplicate copies.
12. **Additional Responsibilities of the Contractor :**
The cost on account of "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.
 - ii) The contractor/contractors shall keep on the work, during the progress a competent superintendent and necessary assistants who shall represent the contractor(s) in his / their absence. Important instructions shall be confirmed to the contractor(s) in writing. If the contractor / contractors in course of the works/ find any discrepancy between the drawing, forming part of the contract documents and the physical conditions of the locality of any errors or commissions in drawings except those prepared by himself/themselves and not approved by the Engineer-In-Charge, it shall be his/their duty to immediately inform the Engineer-In-Charge in writing and the Engineer-In-Charge 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.
 - iii) The contractor / contractors shall employ only competent, skillful and orderly men to do the work. The Engineer-In-Charge shall have the right to ask the contractor / contractors to remove from the work site any men of the contractor/contractors who in his opinion is undesirable and the contractor/contractors will have to remove him within three hours of such orders. The contractor shall further be responsible for making arrangements at his own cost for accommodation and other essential needs of the staff and workers under his employment.

- iv) Precautions shall be exercised at all times for the protection of persons (including employees) and property. The safety required or recommended by all applicable laws, court statutes and regulations will be observed . In case of accidents, he / they shall be responsible for compliance with all the requirements imposed by the Workmen's Compensation Act or any other similar laws in force, and 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-In-Charge or his authorised representative whenever they want and the structure must be strong , durable, and of such design as required by them. 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 detract 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 exercise reasonable precautions for the safety of employees in the performance of his/ their contract and shall comply with all applicable provisions of the safety laws drawn up by the State 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 .
- v) The contractor /contractors shall familiarize themselves with and be governed by all laws and rules of India and local statutes and orders and regulations applicable to his/ their work.
- vi) The contractor/contractors shall arrange to construct for the sanitary necessities of all persons / workers engaged on the work and maintain the same 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 these items shall be covered by the contractors' tendered rates.
- vii) The contractor/contractors shall furnish to the Engineer-In-Charge or his authorised representative with work reports from time to time regarding the contractor /contractors organisation and the progress made by him/them in the execution of the work as per the contract agreement.
- viii) All duties , taxes , and other levies, payable by the contractor under the contract, or for any other cause as applicable on last date of submission of tender shall be included in the rates, prices and the total bid price submitted by the Bidder. All incidental overheads, etc. as may be attendant upon execution and completion of works shall also be included in the rates , prices and total Bid price submitted by the bidder.
However, such duties, taxes, levies etc. which is notified after the last date of submission of tender and/or any increase over the rate existing on the last date of submission of tender shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.
Similarly , if there is any decrease in such duties , taxes & levies the same shall become recoverable from the contractor.
Details of such duties, taxes, and other levies along with rates shall be declared by the bidders in their price bid.

However the item wise rate quoted shall be exclusive of Service Tax. Payment of Service Tax is subject to having service tax registration no. of the bidder & submission of a copy of Invoice/Bill or as the case may be a copy of challan in accordance with the provision of Rule-4A of Service Tax Rule-1994.

Contd...../20.

- ix) The company reserves the right to deduct/ withhold any amount towards taxes, levies, etc. and to deal with such amount in terms of the provisions of the Statute or in terms of the direction of any Statutory authority and the company shall only provide with certificate towards such deduction and shall not be responsible for any reason whatsoever.
- x) The contractor/contractors shall make his/ their own arrangement for all materials, tools , staff / employees / workers 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 the entire satisfaction of the company.
- xi) The contractor/contractors shall make their own arrangements for carriage of all materials to the work site at his/ their own cost and supply of all water required for contracted work and drinking water to his / their workmen.
- xii) The work shall not be sublet to any other party, unless approved by Engineer-in-charge in writing.
- xiii) No fruit trees or valuable plants or trees with trunk diameter exceeding 150 mm dia 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-in-charge in writing.
- xiv) The employees of the contractor shall be paid minimum wages in the midway between the minimum wages prescribed by the Govt. under the minimum wages act , 1948 (II of 1948) and the wages payable to the lowest category of regular workers that is category –I of NCWA , comprising of basic pay + DA and benefits of provident fund as well as medical facilities in the colliery dispensaries of Coal Company on payment. The Contractor / Contractors shall make necessary payments of the Provident Fund for the workmen employed by him for the work as per the laws prevailing under provisions of CMPF and Allied Schemes and Miscellaneous provisions Act-1948 or Employees Provident Fund and Miscellaneous Provision Act-1952 as the case may be. All workers /supervisors employed by contractor(s) for fulfillment of this job shall be his regular employees and the company shall have nothing to do with them . The contractor shall remove such persons from the contracted job whose employment is objected to by company. In this contract , project officer of the colliery will control all operation related to this contract and his day to day instructions in this regard must be strictly obeyed by the contractor (s) /his representative (s).
Payment of wages to all employees engaged by the contractor for fulfillment of the job should be made through Bank cheques
- xv) All accounts shall be maintained in English and the company shall have the right of access and inspection of all such books of accounts etc., relating to payment of workmen / workers including payment of Provident Fund etc. considered necessary as per prevalent statutes , Acts and laws and the company may arrange for witnessing the payment to the workmen by its representatives .
- xvi) The contractor shall in additions to any indemnity provided by law, indemnify and keep indemnified :

- (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 be notified immediately after any claim being made or any action brought against the company, or any agent or employee of the company in respect of any such matter.

- b) The company against all losses and claims for injuries or damage 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, costs, charges and expenses whatsoever in respect of or in relation thereto.
- c) 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, The Employees State Insurance Act, 1948, C.M.P.F. and Allied Schemes and Provision Act, 1948, E.P.F. and Miscellaneous Provision Act-1952 and Maternity Benefit Act, 1961 or any modification thereof or of 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 costs, charges and expenses of any suit, action or proceedings arising out of any accident or injury.
- xvii) **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 (except for reasons which are beyond control of the contractor or act of God e.g. flood, riots, war, earthquake, etc.) and shall at his own cost repair and make good the loss/damage to the work so that on completion, the work shall be in good order and condition and in conformity with the requirements of the contract and instructions of the Engineer –Incharge.

The contract / contractors shall take following insurance policies during the full contract period at his own cost.

- a) In case of construction works, without limiting the obligations and responsibilities under the contract, the contractor shall take insurance policy for the works and for all materials at site so that the value of the works executed and the materials at site upto date are sufficiently covered against risk of loss/ damage to the extent as permissible under the law of insurance. The contractor shall arrange insurance in joint names of the company and the contractor . All premiums and other insurance charges of the said insurance policy shall be borne by the contractor.
The terms of the insurance policy shall be such that all insurance claims and compensations payable by the insurers, shall be paid to the Employer and the same shall be released 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. Policies and certificates for insurance shall be delivered by the contractor to the EIC for his approval before the starting date. Alterations to the terms of an insurance shall not be made without the approval of EIC.
- 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 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 subcontractors 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 by the contractor.
- xviii) Daily work programme with progress of the previous day and deployment of workmen / workers related to work programme and attendance of workmen / workers deployed during the previous day shall be maintained in a register. This register shall be signed by authorised representative of the contractor which will then be checked and signed by the owner's representative. Every three months this register shall be deposited to the owner which shall then be owners property.

- xix) Anything of historical or other interest or of significant value unexpectedly discovered on the site shall be the property of the owner. The contractor shall notify the EIC of such discoveries and carry out the EIC's instructions for dealing with them.
- xx. **Approval by the Nodal Officer or his Nominee :**
The contractor shall submit specifications and drawings showing the proposed Temporary Works to the Nodal Officer/Engineer-in-Charge or nominee, who is to approve them if they comply with the specifications and drawing.
The Contractor shall be responsible for design of Temporary Works.
The Nodal Officer /Engineer-in-Charge or his Nominee's approval shall not after the Contractor's responsibility for design of the Temporary Works.
- xxi. **Operating and Maintenance Manual :**
If "as built" drawings and /or operating and Maintenance Manuals are required the contractor shall supply them by the date stated in the contract.
If the contractor does not supply the drawings and /or Manuals by the dates stated in the contract , or they do not receive the Nodal Officer or his nominee's approval, the Nodal Officer or his Nominee, shall withhold the amount stated in the contract from payments due to the contractor.

13) Settlement of disputes :

It is incumbent upon the contractor to avoid litigation and disputes during the course of execution. However , if such disputes take place between the contractor and the department, effort shall be made first to settle the disputes at the company level. The contractor should make request in writing to the Engineer –In-charge for settlement of such disputes/claims within 30 (thirty)days of arising of the cause of dispute/claim failing which no disputes/claims of the contractor shall be entertained by the company.

If difference 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.

14. Defects Liability Period :

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

- a) Any defect/defects in the work detected by the Engineer-In-charge within a period of six months from the date of issue of completion certificate.

The defect liability period shall be deemed to have been extended in (a) above till the rectification of the defects by the contractor to the satisfaction of the Engineer In-charge.

15. **Use of Water sprinklers:**

The contractor should ensure use of water-sprinklers regularly to ensure settling of dust particles.

16. **Force Majeure Conditions :**

If at any time during the continuance of the contract. the performance in whole or in part by either party or any obligation under the contract shall be prevented or delayed by reasons of any war hostilities , acts of public enmity, civil commotion, sabotages, fire , explosion , Quarantine restrictions and acts of God (herein after called on events) and provided notice of the happening of any of the above mentioned event is given by either party to the other within 10 (Ten) days from the date of occurrence hereof , neither party shall by reason of such events be entitled to terminate the contract nor shall either party have claims for damages on the other in respect of such non-performance or delay in performance and work under the contract shall be resumed after such event come to an end / ceases to exist.

However, if such a condition lasts for more than one month, the two parties shall consult each other regarding further implementation of the contract . If no mutually satisfactory agreement is arrived at within a period of one month from the expiry of one month referred to above, the contract shall be deemed to have expired at the end of the later one month period referred to above.

The above mentioned force majeure shall not include strike & lockout and constraints which could prudently be foreseen like non availability or shortage of power and water etc.

In case the work at site comes to a standstill before completion of the work, and the reason of such stoppage of work not accepted as force Majeure conditions, then the contractor shall bear the cost /damages arising out of such stoppage of work. The Contractor shall expeditiously settle such disruption to start the work immediately keeping the company completely indemnified from damages or cost arising out of such stoppages of work at site.

17. **Materials obtained from excavations:**

Materials of any kinds obtained from excavation on the site shall remain the property of the company(ECL).

All fossils, coins, articles of value or antiquity, structure and other remains or thing Geological or Areneological interest, discovered on the site shall be the absolute property of the company (ECL).

18. **Safety :**

Since the work shall be carried out in Mining area, the contractor shall take full precaution as per Mines Act , other Acts, Regulations etc. prevailing , applicable in the Area.

A) In order to ensure safety at contractual work site all contractors are advised to comply with the following :

- i) The contractors are made responsible to ensure safety of the workmen under them.
- ii) Except to special circumstances (to be recorded in writing and with due approval) no contractor to be allowed to employ sub-contractors /petty contractors.
- iii) At each work site contractors will employ adequate supervisors for ensuring safe working and will inform the local management in writing. No work can be started by contractors at any site without such employment.

- iv) Such Supervisors will constantly be in touch with the Safety Officer of the mines and will conduct work as per his guidance. The suitability of the supervisor for the purpose of ensuring safety will be assessed by Safety Officer / Mines Manager and if needed he shall be given suitable training.
 - v) All hazardous and serious jobs must be performed after safety protocol is signed by all the concerned agencies and taking all safety measures.
 - vi) The contractor must ensure that all the workings are as per provision of Mines Act, Regulation & Rules and by laws made thereunder.
 - vii) The contractor shall maintain statutory registers as per relevant rules regulations etc.
 - viii) The contractor shall maintain good house keeping at the work site for safe working.
 - ix) The contractor shall ensure that no workmen is deployed on work without getting a basic safety training from Safety Officer and those who are not trained earlier are to be released with wages for training under Safety Officer of the company in Vocational Training Centre. Record of such training is to be maintained in a register meant for the purpose.
 - x) The contractor will be liable under Workmen Compensation Act for compensation arising out of injury / death.
 - xi) The contractor shall ensure that all persons working are provided with and use safety gadgets like safety shoes and helmets.
 - xii) Contractor shall provide vocational trained personnel for this work. Wire net and other materials required for muffling shall be provided by the contractor as per the statute under the direction of the EIC or his representative.
 - xiii) Contractor shall arrange for cooling of coal fire during execution of work and quenched coal will be loaded into dumper for transportation upto coal dump/ yard as advised by the EIC or his representative.
 - xiv) It is mandatory on the part of the contractor to ensure training as per Vocational Training Rules in the company's training center and the concerned trainee will be entitled for receiving stipend as per VTC rules.
 - xv) The cost of "Stipend" paid during the training period shall be factored into while quoting priced bid.
 - xvi) It is mandatory on the contractor to impart VTC training to its workers before they are deployed in a mine.
 - xvii) Training Card shall be issued on completion of said training.
 - xviii) It should be made mandatory on the Contractor that only Training Card holder is allowed to work in the mine where outsourcing work is being carried out.
19. **Idle workmen / Machinery.**
No claim for idle workmen or machinery shall be admitted under any circumstances.

20. **Workmen employed under the contract.**

- (i) The contractor(s) and his workers must strictly observe all safety precaution. The contractor (s) shall supply dependable and efficient safety appliances at his cost to his workers,, Supervisors for their use when necessary. These safety appliances must be carefully checked before use.
- (ii) The contractor(s) will be entirely responsible for injury /death of his workers/ employees and must pay full /all compensation in all such cases as per law applicable.
- (iii) The contractor(s) will be responsible for unsafe practices adopted by his men/ workers that may cause injury/death to them or other during the tenure of the contract. Neither contractor(s) nor his employees in the contract shall be entitled to medical or any other benefit of the company.
- (iv) GM of the concerned Area of ECL will be the principal employer for the work. The contractor shall remove such persons from the job whose engagement on this job is objected to by company . In this contract Engineer-In-Charge of the Colliery will control all operation related to this contract and his day to day instructions in this regard must be strictly obeyed by the Contractor(s) /his representative (s).
- (v) The contractor(s) shall be responsible for engaging required number of persons for fulfillment of the job. All legal payment under various statutes must be made by him to his workers.
- (vi) The contractor(s) shall obtain from the licensing authority the license for executing the contract and shall abide by the contract labour (Regulation & Abolition) Act 1971 whenever applicable.
- (vii) The contract(s) shall ensure that all worker under his charge are paid wages strictly in accordance with prevailing norms and to provide necessary cover of insurance under Workmen Compensation Act.

21. **Joint Survey measurement :**

- i) All Survey measurement of the excavation done during every month will be taken in the first week of every succeeding month jointly by authorised surveyor of Company and the contractor.
All survey measurement will be done using company's survey instruments.
Spot levels/cutting levels shall be taken at every grid points during joint measurement.
Original ground level shall be taken jointly before start of work at each area.
A proper field book and record of all the survey measurement done jointly above will be maintained in the field book and register specially maintained for the purpose. Each page of entries in field book and register shall be signed with date by both the parties and counter signed by Engineer-In-Charge or his authorised representative.
- ii) Preservation of bench mark and base line and the shifting of the same as and when required shall be the responsibility of the contractor (s) .
- iii) Quantities mentioned in the tender are approximate and are only indicating to the extend of work involve . Payment however, will be made as per actual work to be executed by the contractor (s)..

- iv) Extra excavation or other work for any essential service of safety arising due to strata condition or any geological disturbance or any other reason not attributable to the contractor(s) shall be paid for provided such extra work is approved by Engineer-In-Charge or any persons authorised by him prior to its execution. Extra work thus executed shall be payable as per items of schedule of rates as applicable.

- v) No additional payment shall be made for any other incidental work required in-connection with the fulfillment of the contract etc, to be carried out by the contractor

Eastern Coalfields Limited**SPECIAL NOTES AND TERMS & CONDITIONS****1. Scope of work :**

The work proposed envisages a measure against illegal mining on old OCP / fire or for any other reason/purpose including de-coaling the area and back filling the same with available excavated spoils by deploying HEMM. As such the work is to excavate earth and/or rock from the Company's land and /or from the land arranged by the Management and to dump the same out side the excavated area /use in simultaneous filling of subsided area/ adjoining area / protective works and reusing the required excavated dumped spoils in back filling the effected area after winning of coal including transportation and spreading , compaction etc. all by the mechanical means. In the course of excavation of earth and / or rock it would also be required to transport coal underneath upto the desired extent as per direction of the Management and the same should be delivered to departmental stock yard/coal dump/siding including stacking properly as directed. It should be the duty and responsibility of the contractor to report to the management as soon as coal is exposed/likely to be exposed. Contractor shall solely indemnify the Company from any pilferages in handling of coal and also be liable to pay compensation for any mishandling of such materials in any stage of operation upto delivery at the destination.

The scope of work covers - Excavation and Removal of OB, Extraction & transportation of Coal and Rehandling of OB (Quantity as per BOQ).

2. The contractor should deploy their Diesel Operated Heavy Earth Moving Machinery consisting of :
- a) Shovel / Scraper.
 - b) Dumpers / Tippers
 - c) Dozers / Graders
 - d) Wagon drills /blast hole drills and other deep hole blasting equipment the type and number being to the satisfaction of ECL.
 - e) J.H. Drills,
 - f) Compressor.
 - g) Water sprinklers.
 - h) Payloader

The contractor shall have to arrange diesel operated pump/s and other accessories, for de-watering as well as cooling fire .

3. Heavy Earth Moving Machinery, as detailed in clause no. 2 above and others as required shall have to be engaged by the Tenderer hereinafter called the contractor for the works as detailed below subject to stipulation in BOQ :
- i) Excavation of soil and/or rock from Company's land and /or from the land (arranged by the Management) including drilling and blasting.
 - ii) Loading the same into dumper / tipping trucks.
 - iii) Transporting , unloading & dumping on the land arranged by the management or simultaneous spreading in layers for filling the subsided adjoining area outside the excavated zone.
 - iv) Winning/ extraction of coal including drilling & blasting.
 - v) Loading of coal into truck/tipper, its transportation and unloading at the destination fixed by the Manager/ Agent including stacking properly.
 - vi) Loading into wagons by payloader including making necessary access road for loading into wagons, if applicable as per BOQ.

Special Notes and Terms & Conditions contd.

- vii) De-watering as required in the entire operation of the work including at the coal benches.
 - viii) Back filling the coal faces after completing the extraction of entire coal by way of re-handling of excavated dumped spoil (soil & rock), laid in layers and compacted as required only when specified in the BOQ/ Schedule of work.
4. Operation of HEMM shall be carried out between the hours as may be fixed by the Project Officer / Agent / Manager of the Colliery in writing.
 5. POL and other stores necessary for operation , maintenance and repairs of the machinery shall be the sole responsibility of the contractor and the cost of the same should be borne by him.
 6. The Area required to be excavated shall be shown in the drawing /given by the Engineer - In-Charge and / or his authorised representative.
 7. The Area thus set out shall be cleared from all obstruction such as rubbish of all kinds of vegetation , bush. No payment shall be made for this to the contractor.
 8. After clearance of site, a center line of excavation will be given by the Engineer-In-Charge or his representative and it will be the responsibility of the Contractor to go ahead with further detailed layout, bench marks etc. (the permanent bench marking by constructing pillars, central lines shall be permanently laid by the contractor at his own cost and shall remain at places till handing over the work.)
 9. Excavation shall include the removal of materials of whatever mentioned and whether wet or dry exactly in accordance with the all levels and contours shown on the plan or as directed by the Engineer in-charge. No extra payment will be allowed for removal of semi liquid mud/sludge during the entire excavation of soil and/ or rock including loading of coal and the rate quoted for the respective item of work shall be deemed to have been covered the same. It shall be taken to the exact level and gradient of the lowest floor and the sides shall be cut by maintaining the statutory benches as required for the purpose.
 10. The rates quoted shall be deemed to include de-watering as long as required during the entire execution of work if arising out of rain, subsoil water or broken water main.
 11. The relevant I.S. Safety Code (latest amendment) for excavation and/or any other relevant code as applicable shall have to be complied.

Contd .../3

Special Notes and Terms & Conditions contd

12. If available and feasible, management will provide electricity at one point within 100 Mtrs. of the nearest boundary point of the allotted patch from where the contractor have to draw his own distribution line to the site of work. Necessary recovery of cost of energy consumed will be recovered at the rate prescribed by the Company from time to time. Energy meter for this purpose shall be provided by the contractor . No extra payment will be made and no extension of time period will be allowed on account of power failure. No idle day wage will also be allowed on this ground.

13. Excavation, drilling as required for removal of OB & Coal will be done by the contractor as per instruction of EIC whereas blasting , if required shall be done by Deptt. free of cost . Supply of explosives, detonators & related materials will be made available by ECL and the services of statutory supervisory personnel as required for the work will be provided as and when considered necessary by the management free of cost.

The contractor shall have to submit necessary programme after completion of drilling with proper blast hole design for taking up blasting work whenever necessary to ECL authority well in advance for uninterrupted progress of work.

The services of Statutory Supervisory personnel as required for the work will be provided as and when considered necessary by the Management.

14. Necessary access / roads as required for this job for movement of vehicle / HEMM to the place of work and for transportation of excavated materials / coal to disposal point and to the depots are to be made / arranged by the Contractor for which no extra payment will be made . The contractor's quoted rates shall be deemed to have been covered the same.

Contd..P/4

15. Measurement :

- a) Earth and rock cutting : Pre-work level & post work level section measurement in cutting zone is to be made for proper computation of quantity.
- b) Coal : In order to compute the quantity of coal extracted / won from the place of work in in-situ volume , necessary measurement will be taken accordingly on pre-work and post-work level section measurement and / or as decided by the management, which will be converted to weight in tonne. This will be reconciled with the quantity of coal in weight delivered by the contractor at the specified destination.

In reconciliation, if the quantity of coal delivered by the contractor at the destination is found to be less than the quantity measured at the place of work , the contractor shall be liable to pay penalty for the variation in quantity upto 2% (two percent) at the rate of prevailing sale price of the said grade of coal and pay a penalty at double the aforesaid sale price for the quantity beyond / exceeding the variation of 2 % (two percent).

- c) It is a self financing scheme and R/A payment will be released on quantity of coal transported from the quarry to the Rly. siding/Coal depot at the surface on the basis of stripping ratio / as mentioned in the Mile Stones enclosed. Payment of coal and overburden shall be regulated in the following manner.

In case of coal transportation is more and OB transportation is less than the stripping ratio, payment will be made for quantity of coal corresponding to the actual OB transportation. However, for the portion of coal quantity for which payments could not be released due to restriction of the stripping ratio may be released to the extent of 80% of the payable amount provided the extra coal extracted/transported is dispatched by ECL and executing authority is satisfied about the stability of mining operation undertaken.

If the coal transportation is less and OB transportation is more than the stripping ratio, payment for OB will be restricted to stripping ratio / Mile Stones only corresponding to actual coal transportation. However, 50% of payment for OB removal in excess of commensurate quantity as per stripping ratio will be made within contract quantity provided the so payable amount do not exceed security amount available with the department (covering performance security & retention money).

The balance quantities of coal and overburden shall be carried forward for future calculation. However on account payment for removal of OB will be admissible to the contractor to the extent of 50% (fifty percent) of the quantity of OB disposed off by the contractor till the initial coal seam is exposed for extraction subject to fulfillment of OB removal target indicated in the schedule.

Above stipulation for progressive payments is to ensure compliance of targets as per the milestones indicated in the Schedule of progress. However actual quantity executed as certified in the joint measurement shall be paid in the final bill.

- d) The initial joint survey measurement of the work shall be carried out by Area authority in association with ECL HQ Survey Team, CMPDIL and representative of contractor at suitable grid, on the basis of which handing over note shall be prepared and work will start there after. Final joint measurement also shall be taken jointly by the aforesaid team
- e) All measurements will have to be certified by the representative of EIC and duly recorded in Measurement Book

16. Rate : The quoted rates should be inclusive of entire operations and arrangements with cost of all materials, wages and other costs towards workmen, cost of deploying and running of HEMM and other equipment , all kinds of taxes (excluding service tax) payable to local/ Provincial/ Central Govt. , arrangement of road, pumping out water and others as described elsewhere and as required for satisfactory execution of work including profit, overhead and other incidental costs.
The rates quoted in tender shall remain valid for entire period of contract.
17. The workers engaged by the contractor on this job shall be entitled to medical facilities in the Colliery Dispensaries of Coal Company i.e. ECL on payment.
18. The management shall not be liable for any compensation whatsoever in case of any detention of the machinery of the contractor for any reason. The contractor will fully indemnify/compensate the company for the loss suffered by the company due to stoppage of work by the contractor and / or his employees/ workers on his /their own accord/ and/ or for any damages caused to any property of Company or others due to any act of omission and commission on the part of the contractor and/or his employees. The assessment made by the company in this regard shall be final and binding on the contractor.
19. Soil as available in the excavation may be kept reserved for use / used as far as possible in the top layer of reclamation/covering the back filling or as directed.
20. The custodial responsibility in respect of the property of the Management or of the contractor will rest on the contractor fully from the date of issue of letter of intent/work order till the completion/termination of the work and handing over the property back to the Management.
21. The company shall provide the required land for execution entirely / in a phased manner and / or restrict the magnitude of the work depending upon the availability of land for the purpose ,for which the contractor will have no claim on ECL and no compensation on this ground will be paid to the contractor.
22. The conversion factor / specific gravity for the specified seam of coal will be worked out in association with CMPDIL.
23. ECL would 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 of judiciary, obstruction or delay by any out side elements / agency
24. The contractor will be responsible to bring the explosives safely from the magazine, stemming and charging of drill holes . The management will provide Mining Sardar / Short firer to receive the explosive at magazine and supervise charging, stemming and firing /blasting of the charged holes.
25. The management will provide electricity at one point within 100Mtrs. of the nearest boundary point of the allotted patch.

Special Notes and Terms & Conditions contd

26. Arrangement for firefighting , if encountered , in either OB & Coal shall be the responsibility of the contractor.
27. The contractor, before starting the work, shall furnish to the General Manager/ Project Officer the list of trucks/tipping trucks/ payloaders/ equipments, proposed to be deployed for the work, with the related papers of registration, fitness certificate, permits, licenses, Insurance, driving licenses etc. for inspection. No tipping trucks/ trucks/ payloaders/ equipments shall be deployed for the work without the approval of the Project Officer/ General Manager.
28. The tippers/ trucks/ payloaders / equipments, deployed in any other project of the company or any project of any subsidiary of Coal India Limited, shall not be diverted for the work without the approval of the company. Similarly, the tipping trucks/trucks/ paylodgers/ equipments deployed for the work shall not be diverted to any other project without the approval of the General Manager.
29. The contractor shall deploy adequate number of tipping trucks/ equipments for the satisfactory execution of the work.
30. Only tipping trucks with mechanical unloading arrangements shall be deployed by the contractor and in no case "Dala" trucks shall be deployed or permitted to be deployed for the work of coal transportation.
31. Only tipping trucks in good and safe condition having valid fitness certificate permits/ licences etc. and in respect of which the required taxes/ fees have been deposited and which are properly covered by insurance, shall be deployed for the work.
The company shall have the right to inspect or arrange inspection of the vehicles/ equipments deployed by the contractor for the work at any time and declare any vehicle/ equipment unsafe and ask for its immediate withdrawal from the site/ operation. The contractor shall ensure prompt/ immediate compliance of the same.
32. The contractor shall at his own cost, arrange for regular checking/ maintenance/ repair of the tipping trucks/ equipment and keep them in good and safe conditions at all times.
Proper records of such checking/ maintenance/ repair shall be maintained in a Log Book kept on the vehicle for the purpose, which shall be readily available for inspection whenever required.
33. Only experienced, skilled and disciplined drivers of sound health, good behavior and antecedents having valid and requisite driving licence shall be deployed by the contractor for driving the tipping trucks/trucks/ pay loaders/equipments deployed for the work.
In no case any un-authorized driving of the tipping trucks or operation of payloaders/ equipments shall be permitted by the contractor.
34. The tare-weight, gross weight, maximum carrying capacity of the truck and the dimensions of the body of the truck shall be clearly indicated on the body of each tipping trucks deployed for the work and maintained in good legible condition, at all times.
35. No addition or alteration to the size of the body or any such truck shall be carried out, without prior approval of the Project Officer/ General Manager.
The trucks shall be loaded only upto the maximum carrying capacity and shall not be overloaded under any circumstances.

Special Notes and Terms & Conditions contd

36. The re-appropriation/re-allocation of the quantities may be done by the Engineer-in-charge within the stipulated contract period..
37. No manual workers shall be engaged by the contractor for loading/ unloading of the trucks or loading of wagons, under any circumstances whatsoever.
38. The contractor shall bring/ take back and arrange for the transportation of the trucks/ equipments/ men and materials required for the work at his own cost.
39. Contractor's trucks should ply only on specified routes/ roads. In case, plying of the trucks on any other route/ road become necessary, due to any reason, prior approval for the same shall be taken by the contractor from the Project Officer/ General Manager. In case of violation of this provision penalty may be imposed on the contractor and/ or the contract terminated.
40. The work shall be executed round the clock on all the days of week as directed by the Project Officer/ General Manager and the contractor shall be obliged to comply with the same.
41. The contractor shall not have any claim whatsoever for the idleness of his tipping trucks/ trucks/ payloaders/ equipments/ employees for want of coal or non-availability of departmental equipment, or lack of space available at the unloading site or any dislocation en-route and/ or for any other reason.
42. The contractor shall at his own cost arrange for all materials, stores, spares, tools, tackles etc. and maintenance/ repairs of the tipping trucks/ payloaders/ equipments required/ deployed for the work. The company shall have no liability whatsoever on this account.
43. The contractor shall maintain proper records in English/ Hindi of the trucks/ equipments/ persons, etc. deployed for the work, work done, daily attendance of the employees, payment to the employees etc. and the Company shall have the right of access to and inspection of these records or to call for any or all these records or ask the contractor to submit such reports as it considers necessary and the contractor shall be bound to comply with such instructions.
44. The Company shall have no responsibility/ liability whatsoever for any accident/ damage to the contractor's vehicle/ equipments in transit or while engaged in the work.
45. The contractor shall familiarise himself and fully comply with the provisions of all the Acts/ Rules/ Regulations/ Bye-laws and orders of the Local authority/ Municipality/State Govt./Central Govt. applicable to the worker. Mines Act, Payment of Wages Act, Motor Vehicle Act, Workmen's Compensation Act, etc. and shall be fully responsible and liable for due observance of the same. The company shall have no responsibility/ liability whatsoever on these accounts, and the contractor shall fully indemnify the Company against any claim/ dispute/ reference Award, etc. arising out of the same.

Special Notes and Terms & Conditions contd

46. If the Company suffers any loss on account of suspension of production or idleness of its equipments/ employees or on any other account or damage to its property, due to any failure on the part of the contractor or due to any act of omissions or commission on the part of his representative/ employees or from the trucks/ equipments of the contractor, the value of the same as assessed by the Company, shall be recovered from the contractor's bill/ security deposit. The decision of the company in this regard shall be final and binding on the contractor.
47. In case the weighbridge of the loading end goes out of order or is not available, the Project Officer/General Manager shall make alternative arrangement for weighing of the trucks or such arrangement (s) as he considers necessary to ensure that all coal loaded at the loading end reaches the destination.
48. The daily rate of production/transportation shall be about the yearly quantity divided by the number of working days in the year \pm 30% but the contractor may be called upon to transport still more/still less quantity and no claim whatsoever shall lie against company on account of such variations. The contractor/s shall make necessary arrangements and ensure transportation of coal, etc. on daily basis, as advised by the General Manager/ Project Officer.
49. In case a contractor falls to deploy adequate number of payloaders, the company may, without any reference to the contractor, deploy its own payloaders and or make alternative arrangements for loading of the wagons/trucks for which double the wagon/ truck loading charges payable to the contract/s, for the quantity loaded by the Company's Payloaders of extra expenditure incurred by the Company on alternative arrangement made shall be recovered from the contractor.
50. The Contractor shall post adequate number of competent, experienced, skilled and disciplined persons having good antecedents for satisfactory execution of the work. A list of all such persons shall be kept in the office of the contractor and a copy of the same shall be furnished to the General Manager/Project Officer as and when required. All these persons shall be in the direct employment and under direct administrative control of the contractor and the management shall have no responsibility/ liability whatsoever in this regard.
51. The contractor shall issue an identity card/ employment card to each employee with photograph duly attested by him which the employee shall always carry with him, while on work and produce for inspection whenever required.
52. The contractor shall not engage any person of less than 18 years of age or females during night hours as required by relevant law.
53. The contractor shall make payment to his employees at the place (s) specified by the General Manager/Project Officer and in the presence of Company's representative authorised by General Manager/Project Officer who shall duly witness all payments by the contractor to his employees. For this purpose the contractor shall notify to the General Manager/ Project Officer the wage period (s) day/ date and time of payment.
54. The contractor shall prepare the wages sheet for his employees in duplicate, a copy of which shall be regularly submitted to the Project Officer.

Special Notes and Terms & Conditions

55. The responsibility of the contractor in respect of all payments to his employees will be complete and absolute. The Company shall have no liability whatsoever in this regard and shall be fully indemnified by the Contractor against any claim arising out of any non-payment/ short- payment/ dispute/ award.
56. The contractor shall arrange for the training of his employees in accordance with the Mines Vocational Training Rules, 1966 as amended from time to time, at his own cost.
57. In case any accident occurs or any injury is caused to any employee of the Company by the vehicles/ equipments of the contractors or by any act of omission/ commission on the part of the contractor's representative/ employees, the compensation for the same, as provided in law or as assessed by the company shall be recovered from the contractor alongwith the costs and expenses incurred by the company on the same.
58. The contractor shall provide foot-wears, helmets and other protective equipments, to his employees as provided in the law, at his own cost. In case of failure on the part of the contractor to provide these Protective equipments, the company may provide the same to the employees at the cost of the contractor.

**** **

(P-60)

Integrity Pact

Between

Eastern Coalfields Limited (ECL) hereinafter referred to as “ The Principal”

And

.....hereinafter referred to as “ The Bidder/Contractor”

Preamble

The Principal intends to award , under laid down organizational procedures, Contractors for The Principal Values Full Compliance With All Relevant Laws and Regulations and the Principles of economic use of resources and of fairness and Transparency in its Relations with its Bidder/s and Contractor/s.

In order to achieve these goals , the principal cooperates with the” international non – governmental organization” “Transparency International”(TI). following TI’s national and international experience, the principal will appoint an external independent monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned.

Section 1 - Commitments Of The Principal

- (1) The principal commits itself to take all measures necessary to prevent corruption and to observe the following principles :-
 - (i) No employee of the principal , personally or through family members, will in connection with the tender for or the execution of a contract demand take a promise for or accept for him/herself or third person any material or immaterial benefit which he/she is not legally entitled to.
 - (ii) The principal will , during the tender process treat all bidders with equity and reason. the principal will be particular, before and during the tender process, provide to all bidders the same information and will not provide to any bidder, confidential/additional information through which the bidder could obtain an advantage in relation to the tender process or the contract execution.
 - (iii) The principal will exclude from the process all known prejudiced persons.
- (2) If the principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant anti-corruption laws of india or if there be a substantive suspicion in this regard, the principal will inform its vigilance office and in addition can initiate disciplinary actions.

Section 2 – Commitments Of The Bidder/Contractor :

- (1) The bidder /contractor commits itself to take all measures necessary to prevent corruption. he commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - (i) The bidder/contractor will not directly or through any other person or firm offer promise or give to any of the principal’s employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

Contd.../2

(P-61)

- 2-

- (ii) The bidder/contractor will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or nay other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - (iii) The bidder/ contractor will not commit any offence under the relevant Anti-Corruption Laws of India, further the bidder/contractor will not use improperly for purposes of completion or personal gain, or pass on the others, any information or document provided by the principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (iv) The bidder/contractor will , when presenting his bid, disclose any and all payment he has made is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract
- (2) The bidder/contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 –Disqualification From Tender Process And Exclusion From Future Contracts.

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

- (1) If the bidder/contractor has committed a transgression through a violation of section 2 such as to put his reliability or credibility into question, the principal is entitled also to exclude the bidder/contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. the severity will be determined by the circumstances of the case, in particular the number or transgressions, the position of the transgressors within the company hierarchy of the bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- (2) The bidder accepts and undertakes to respect and uphold the principal’s absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (3) If the bidder/contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the principal may revoke the exclusion prematurely.
- (4) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Contd.../3

Section 4 - Compensation For Damages :

- (1) If the principal has disqualified the bidder from the tender process prior to the award according to section 3, the principal is entitled to demand and recover from the bidder liquidated damages equivalent to 3% of the value of the offer or the amount equivalent to earnest money deposit/bid security, whichever is higher.
- (2) If the principal has terminated the contract according to section 3 or if the principal is entitled to terminate the contract according to section 3, the principal shall be entitled to demand and recover from the contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to security deposit/performance Bank Guarantee whichever is higher.
- (3) The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the bidder/contractor can prove and establish that the exclusion of the bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the bidder/contractor shall compensate the principal only to the extent of the damage in the amount proved.

Section 5 - Previous Transgression

- (1) The bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded can be terminated for such reason.

Section 6 – Equal Treatment Of All Bidders/Contractors/Subcontractors.

- (1) The bidder/contractor undertakes to demand from all subcontractors a commitment in conformity with this integrity pact and to submit it to the principal before contract signing.
- (2) The principal will enter into agreements with identical condition as this one with all bidders, contractors and subcontractors.
- (3) The principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

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

If the principal obtains knowledge of conduct of a bidder, contractor or subcontractor or of an employee or a representative or an associate of a bidder, contractor or subcontractor which constitutes corruption or if the Principal has substantive suspicion in this regard the Principal will inform the same to the Vigilance Office.

Section 8 – External Independent Monitor/Monitors (three in number depending on the size of the contract)(to be decided by the Chairperson of the Principal).

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

(P-63)

- 4 -

- 2) The Monitor is not subject to instructions by the representative of the parties and performs his function neutrally and independently. He reports to the Chairperson of the Board of the principal.
- 3) The contractor accepts that the Monitor has the right to access without restriction all project documentation of the Principal including that provided by the Contractor. The contractor will also grant the monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The monitor is under contractual obligation to treat the information and documents of the bidder/contractor/subcontractor with confidentiality.
- 4) The principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 5) As soon as the monitor notices or believes to notice, a violation of this agreement, he will so inform the management of the principal and request the management to discontinue or heal the violation or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 6) The monitor will submit a written report to the Chairperson of the Board of the principal within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should the occasion arise submit proposals for correcting problematic situations.
- 7) Monitor shall be entitled to compensation on the same terms as being extended to /provided to outside Expert Committee Members /Chairman as prevailing with Principal
- 8) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not within the reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office the monitor may also transmit this information directly to the Central Vigilance Commissioner, Govt. of India.
- 9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

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

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

Contd.../5

Section 10 – Other Provisions

- 1) This agreement is subject to Indian Law, place of performance and jurisdiction is the Registered office of the Principal i.e. Sanctoria.
- 2) Changes and supplements as well as termination notice need to be made in writing . Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium , this agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement turn out to be invalid , the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intention.

For the Principal

For the Bidder/ Contractor

Place _____

Witness -1 _____

Date _____

Witness-2 _____

(P- 65)

The bidders are required to sign the integrity pact as per format given in the Document Part-I.

Name , address and contact No. of the Independent External Monitor :-

Sl. No.	Name	Address
1.	Shri Debabrata Bandopadhyay IAS, Former Secretary, Land & Land Reforms, Govt. of West Bengal	G.D-89 , Sector III Salt Lake , Kolkata-700106 Phone 033-23348544
2.	Shri Sujit Sankar Chattopadhyay, IAS (Retd.)	CK-205, Sector-I Salt Lake, Kolkata 700091 Phone 033-23216602.

(P-66)

Additional points to be noted by the bidder during submission of their bid.

- 1) No documents will be received/considered by the Tender Committee for the purpose of evaluation of the tender after the scheduled date and time of dropping of the tender. No further correspondence will be made regarding any lacking document. However, clarification, if necessary may be asked by the Management”.
- 2) Regarding fulfillment of eligibility criteria in respect of equipment (Clause 12(c) of NIT and Clause 3.4 (C) of ‘Instruction to bidders’), the tenderers has to submit affidavit. The affidavit must be sworn before the Executive Magistrate or before the 1st Class Magistrate.
- 3) Tenderers are requested to look into the website of ECL and Govt. Portal for any addendum /corrigendum till the last date of sale of the tender document as stipulated in the NIT for the subject work and ensure submission of such addendum / corrigendum, if any, with the bid document during submission of their bid.
- 4) In case of any discrepancy between the tender document downloaded from the website and the master copy available in the office, the later shall prevail and will be binding on the tenderers. No claim on this account will be entertained.
- 5) Bidders are to fill up all the relevant 17 points of ‘Qualification information document’. In case any point is not applicable / Nil applicable, the same be indicated against the relevant point.
- 6) Relevant documents towards fulfillment of eligibility criteria and related information be also submitted covering clause No.3.3, 3.4 & 3.6 of “Instruction to Bidders”.

ADDITIONAL TERMS & CONDITIONS

The following additional terms and conditions are only acceptable to the company. The tenderers are requested not to quote any additional conditions in this tender.

1. **Payment of Escalations :**

If the prices of POL, required for execution of the work increase/ decrease, the contractor shall be paid to or recoveries made from if such increase/decrease as per provisions detailed hereafter.

- a) The amount of the contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices shall be available only for the work done during the stipulated period of the contract including such period for which the contract is validity extended under the provisions of the contract without any penal action. This clause shall not be applicable for works for which the stipulated period of completion is 6 months or less.
- b) The base date for working out such escalation shall be the last date on which the price bids or revised price bids were stipulated to be received.
- c) The compensation for variation shall be worked out at quarterly intervals and shall be with respect to the cost of work done during the previous three months period under consideration. Besides usual measurement, the measurement of work must be updated prior to the date on which the variation of price of diesel will be made effected. Further measurement of work done should be recorded on and from the date of each and every stage of variation for purpose of computation of escalation.
- d) If the contract is to be extended beyond the stipulated period for completion of the work due to fault on the part of the contractor , escalation on prices should not be allowed further if not provided otherwise in the accepted contract.

1.1 : **Escalation on Diesel :**

The amount for the work done shall be adjusted for the increase or decrease in the price of diesel and the cost shall be calculated in accordance with the formula given below :

$$Vd = W \times \frac{A}{100} \times \frac{D - Do}{Do}$$

Where :

Vd = Variation in the price of diesel i.e. increase or decrease in the amount in Rupee to be paid or recovered.

W = Value of work done during the period under reckoning to which the escalation relates as indicated in clause no. 1.3 of the Additional Terms and Conditions of the contract..

A = Component of Diesel shall be **22** (Twenty-two), expressed as percentage of total value of work .

D = Price of Diesel per litre. for the period to which the escalation relates.

Do = Price of diesel per litre prevalent on the base date of the contract as indicated in clause no.1(b) here above :

- 1.2 In the event the price of diesel required for execution of the work decrease/s, there shall be downward adjustment of the cost of work so that such difference of price of diesel shall be deductible from the cost of work under this contract and in this regards the formulae herein before stated under this clause shall mutates / mutandis apply.

1.3 : **While calculating the value of " W " the following may be noted :**

The cost of work on which the escalation will be payable shall be reckoned as 85% (Eighty five percent) of the cost of work as per the bills to which escalation relates , and from this amount the value of materials supplied or services rendered at the prescribed charges under the relevant provisions of the contract and proposed to be recovered in the particular bill, shall be deducted before the amount of escalation or de-escalation is worked out.

(P-66)

- 2 -

The clause (part of the escalation only) will be applied for extended time frame of a contract by following the principles as under :

- i) Normally, if and when it is understood that a contract is not going to be completed within the scheduled time period, the contract is kept operative by extending the time of completion provisionally. During this provisional extended period, the operation of the Price Variation Clause will remain suspended.
- ii) If and when it is decided at the end of the successful completion of the work that the delay was due to causes not attributable to the contractor, then the Price Variation Clause will be revived and applied as if the scheduled date of completion has been shifted to the approved extended date.
- iii) If it is decided at the end of successful completion of the work that the delay was due to the fault of the contractor then the Price Variation Clause will not be revived and no payment will be made to the contractor on this account. Additionally the Clause related to Compensation for delay will be applied.
- (iv) In some cases the total delay may be partially due to causes not attributable to the contractor and partially due to his fault. It may be difficult to exactly quantify the total delay proportionately in such cases. The Price Variation Clause under such condition will be made operative for the entire extended time period by freezing the relevant indices on the date of the scheduled date of completion as originally fixed in the contract/ agreement. At the same time the Clause related to the compensation for delay will also be applied.

**PROFORMA OF BANK GUARANTEE IN LIEU OF PART BID
SECURITY / EARNEST MONEY DEPOSIT**

To

M/s. Eastern Coalfields Limited,
At : Sanctoria : Po : Disheregarh-713 333,
Dist : Burdwan (WB)

Dear Sir,

1. In consideration of M/s “Eastern Coalfields Limited” having its Registered Office at Sanctoria (hereinafter called “ the Company” which expression shall unless repugnant to the subject or context include 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 Notice No.ECL/HQ/ CMC / NIT/3rd Call -Mallickbasti OC Patch /1056 Date: 27/12/2011 for **“Hiring of equipments for Mallickbasti OC patch at Satgram Area”** (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 & 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 & 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 thei.e 148 Days from the date of scheduled opening /revised opening date of Part I of the tender .We shall be discharged 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 issued by Sri.....who is authorized by the Bank.

Under jurisdiction of Asansol court only.

(P-68)

LETTER OF ACCEPTANCE
(In the letter head paper of Employer)

Ref. No :

Dated

To

.....
.....

Dear Sirs,

This is to inform that your Bid datedfor execution of the execution of the (name of the contract and identification number as given in the instructions to bidders) for the contract price of Rupee..... (amount in words and figures) as corrected and modified in accordance with the Instruction to Bidders is hereby accepted.

You are hereby requested to furnish initial performance security/initial security deposit in the form detailed in Clauseof Instruction to Bidder for an amount equivalent to Rs..... within 21 days of the receipt of this letter of acceptance and sign the contract, failing which actions as stated in Clause..... of Instruction to Bidder will be taken

Yours faithfully,

Authorised Signature

Name and Title of Signatory

Name of Agency

(P-69)

AGREEMENT FORM

This agreement made the Day of 200..... between
(name and address of the Employer) (hereinafter called “ the Employer”) and (name of
address of contractor) (hereinafter called “ the Contractor “ of the other part)

Whereas the Employer is desirous that the Contractor execute
.....(name and identification number of Contract) (hereinafter
called “ The Works”) and the Employer has accepted the Bid by the Contractor for the
execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSTH as follows :

1. In this agreement , works and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this agreement .
2. In consideration of the payment to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein conformity in all respects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of the defects wherein the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
- 4 The following documents shall be deemed to form and be read and construed as part of this Agreement Viz.
 - (i) Letter of Acceptance
 - (ii) Notice of proceed with the work,
 - (iii) Contractor ‘s Bid.
 - (iv) Conditions of Contract .
 - (v) Specifications
 - (vi) Drawings
 - (vii) Bill of Quantities and
 - (viii) Any other document listed in the Contract Data as forming part of the contract.

IN witness whereof the parties have caused this Agreement to be executed the day and year first before written.

The common seal of
Was hereunto affixed in the presence of
Signed , Sealed and delivered by the said
In presence of
Binding Signature of Employer
Binding signature of the Contractor.....

(P-70)

Format for Affidavit for matching Equipment/Tipper/Pay-loader

Non-Judicial Stamp paper.

AFFIDAVIT

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

1. We are submitting tender for the work
.....against tender Notice No..... dated.....
2. We undertake to deploy Equipments/Tipper/Pay-loaders etc. towards fulfillment of eligibility criteria Clause – 12 (c) either by owning or through hiring. The list of equipment to be deployed by owning/hiring is given below as per the proforma given in your NIT which as under :

Sl. No.	Equipment	Nos.	Make & Model	Capacity	Number	
					Owned	Hired
1	Rear Dumpers –Pay load capacity-25 Te /16 cum or equivalent above 25Te/16cum.	12				
2	Diesel Hydraulic Shovel : Backhoe – (a) 2.5cum bucket capacity or equivalent above (b) 0.90cum bucket capacity or equivalent above	02 01				
3	Tipper Pay load capacity -15Te or equivalent above 15 Te	09				
4	Dozer 320 HP	02				
5	Drill (Diesel operated) a) 160 mm dia b) Drill – 100 mm	01 01				
6	Water Sprinkler -15 KL	02				

- 1) Affidavit shall cover only the relevant equipments as per NIT.
- 2) Capacity certification shall be based on manufacturers' certificate.
- 3) Incase of availability of higher capacity equipments dumpers etc (ownership/hire), equivalent numbers. shall also be considered towards meeting required numbers.

Signature of the tenderer,

Dated

Seal of Executive magistrate/1st class magistrate

Work for the ““Hiring of equipments for Mallickbasti OC patch at Satgram Area”.

Proposed Work Schedule

Period of completion	OB	Coal	Re-handling
1 yr.	9.20 L. cum.	2.60 L. Te	2.5 L.cum.

- Note :- (1) The schedule may be adjusted depending on the monsoon within the over all period of completion with the approval of Engineer-In- charge.
- (2) The yearly target shall be fixed as under :
- i) 20% of the total annual target will be considered during monsoon period of 3 months, to be achieved equally in each month.
 - ii) Balance 80 % of the total annual target will be considered in 9 months, to be achieved equally in each month.

(P-72)

INFORMATION TO BE SUBMITTED BY BIDDERS TO FACILITATE E.PAYMENT

Bidder are requested to submit the following to facilitate Payment, through E-mode.

1. Name of the payee in Block letters. :
2. Address/Department :
3. Bank A/C No. of payee (14 digit) :
4. Name of the Bank :
5. Name of the branch and branch code :
6. Indian Financial Service code (I F S C) :

(Part-I End)

TENDER DOCUMENT

PART -II

NAME & PLACE OF WORK :

“Hiring of equipments for Mallickbasti OC patch at Satgram Area”.

N.I.T. NO.: ECL/HQ/ CMC / NIT/3rd Call -Mallickbasti OC Patch /1056 Date: 27/12/2011

Estimated Cost : Rs. 6,58,57,500.00

Eastern Coalfields Limited
(A Subsidiary of Coal India Limited)
Sanctoria, P.O.: Dishergarh, Dist: Burdwan (WB)
Contract Management Cell

Price Bid

Part - II :: Contains : 4 (Four) Pages .

Tender Notice No: ECL/HQ/ CMC / NIT/3rd Call -Mallickbasti OC Patch /1056 Date: 27/12/2011

Name & place of Work : **“Hiring of equipments for Mallickbasti OC patch at Satgram Area”.**

Date & time of submission of Tenders : On **30/01/2012 and 31/01/2012**
from 10.00 A.M. to 3.00 P.M.

(Either at GM (CMC)’s office at Sanctoria or at ECL Sales Office, 13, R.N. Mukherjee Rd. Kolkata or at the office of CGM/- Satgram Area.)

Date & Time opening
of tender (Part-II) : Later on after consideration of Part- I .

Name & Address of the
Tenderer to whom issued. _____

Date of issue. _____

Cost of Tender document : **Rs. 5,675/- (non-refundable)**
(Out of total amount Rs. 675.00 is for Vat)

Cash Receipt No. & Date _____

Signature of tenderer with seal

SECTION – 7

Eastern Coalfields Limited

Part-II (Price Bid)

Tender Notice No : ECL/HQ/ CMC / NIT/3rd Call -Mallickbasti OC Patch /1056

Date: 27/12/2011

1. Name & address of tenderer :
2. Ownership of Status of tenderer :
3. Name of person / Official
(with designation) authorised to submit price bid :
4. Amount of Earnest Money deposit :
5. DATE OF OPENING OF TENDER :
(as per Tender Notice)
6. Bill of quantity /Schedule of rates for :

Work for : **“Hiring of equipments for Mallickbasti OC patch at Satgram 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 specifically mentioned in the description of item or 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) .

BILL OF QUANTITIES

Item No	Description of item	Qty	Unit	Rate	Amount
1.	Excavation in OB in all kinds of soil including mixed soil, mixed hard soil i.e. clay/ soil mixed with pebble., moorum, hard moorum, soil mixed with laterite/stone boulders etc. and rock, soft or hard at any depth by mechanical means including drilling, using suitable blast hole drilling machine, Charging and blasting (blasting shall be done by Deptt. free of cost . Supply of explosives, detonators & related materials will be made available by ECL and the services of statutory supervisory personnel as required for the work will be provided as and when considered necessary by the management free of cost)as required at any depth and loading by mechanical means including pumping out water & discharging the same to the nearest Drainage system & removal of slushy earth and slurry as required, transporting and unloading mechanically and disposed off either by (a) dumping outside the working zone in proper manner on the land arranged by the colliery				

Contd.....

Contd.../2.

Item No	Description of item	Qty	Unit	Rate	Amount
	<p>(b) directly back filling of the excavated area in proper layer or (c) filling of subsided area / voids in the adjoining area outside the working zone in operation or as per direction of colliery official in proper gradient including dozing , the job involves making access trench / haul road as required for excavation operation and for transportation of excavated materials etc. all complete as per direction of Project Officer/ Agent. (Payment shall be made for finished work on the basis of pre-work and post-work level section measurement of excavation. Measurement is to be certified by Colliery Surveyor , Manager, Project Officer/ Agent. Joint check measurement on quarterly basis shall be done by Area authority, contractor and ECL HQ team) (a) Carriage lead upto 1KM ** Rate per unit in words (Rupees only) (b)Carriage lead 1-2 KM ** Rate per unit in words (Rupees only)</p>	5,80,000 cum	Per cum	** Rs	Rs.
		3,40,000 cum	Per cum	** Rs.	Rs.
2.	<p>(a) Wining / extraction of coal in benches from available coal seam at any depth including sizing to (-) 250 mm including using suitable blast hole drilling machine, charging and blasting (blasting shall be done by Deptt. free of cost . Supply of explosives, detonators & related materials will be made available by ECL and the services of statutory supervisory personnel as required for the work will be provided as and when considered necessary by the management free of cost) (b) loading of coal free from extraneous materials into dumpers / tippers mechanically at coal face , including pumping out water & discharging the same to the nearest drainage system, removal of slushy earth / slurry and removal / segregating / picking of unwanted band stone / extraneous materials and (c) Transporting the same to Rly. siding, unloading and stacking in regular stacks. The job also involves making and maintenance of access trench / haul roads required for extraction and transportation of coal., including water spraying stock yard management by dozer etc. The entire operation of extraction & transportation of coal is to be carried out as per direction of Project Officer / Agent. (Colliery authority will establish a permanent benchmark at the quarry site and surface contouring at suitable intervals <u>in consultation with Area authority, Hq. Survey Deptt.</u> All measurement are to be carried out in relation to the benchmark.) Contd.../</p>				

Item No	Description of item	Qty	Unit	Rate	Amount
	<p>(Payment is to be made on the basis of the measurement of in-situ volume solid converted to weight by conversion factor specific to the seam coal subject to quarterly reconciliation of coal received by weight at despatch point as specified. Measurement is to be certified by Colliery Surveyor, Manager, Project Officer / Agent . Joint check measurement on quarterly basis shall be done by Area authority, contractor and ECL HQ team).</p> <p>(i) Carriage lead exceeding 5.00 km but not exceeding 6.00 kms.</p> <p>** Rate per unit in words (Rupees only)</p>	2,60,000 Te	Te	** Rs	Rs.
3	<p>Re-handling the excavated and dumped overburden (all kinds of Soil & Rock from OB dump), obtained by excavation operation, transporting mechanically to site of filling including loading, unloading & spreading the same in proper manner as required all by mechanical means, top surface neatly dressed including making road as required for this job for transportation etc. complete in all respect as per direction of Project Officer / Agent.</p> <p>(Payment shall be made for lower of the assessed quantity on the basis of pre-work and post-work level section measurement of filling zone/cutting zone. Measurement is to be certified by Colliery Surveyor, Manager, Project Officer / Agent. Joint check measurement on quarterly basis shall be done by Area authority, contractor and ECL HQ team)</p> <p>a) Carriage lead upto 1 KM</p> <p>Rate per unit in words (Rupees) only</p>	2,50,000 Cum.	Per Cum	** Rs.	Rs.
	Total =				

(Rupees in words :-)

NOTES :

- 1) The rate quoted item no.1 should take into account that out of 9.2 L.cum OB about 6.00 L.Cum OB may be dumped outside, in the Nimcha Trench and rest amount i.e. 3.20 L. cum of OB can be accommodated within the mined out voids (as backfilled OB)

Contd.../4

- 2) a) De-watering as required (as per special notes and terms & conditions) in course of entire operations are to be done by the contractor with his own arrangement for which no extra payment will be made. Contractor's quoted rates should be deemed to have been covered the cost impact for the same.
b) However, if there is accumulated water in the existing boundary or adjacent to existing boundary (which may rush to the site of operation in course of excavation), the same will be dewatered by department one time only before the start of work unless separate item for dewatering (as responsibility of bidder) is available in the bid document. Any subsequent dewatering shall be the responsibility of the bidder.
- 3) All jobs required to be done including extraction of Coal and its transportation up to Rly.Siding / Coal dump (to be decided by Area authority).
- 4) The initial joint survey measurement of the work shall be carried out by Area Authority in association with ECL,HQ. Survey Team. CMPDIL and representative of contractor at 5 M grid or at suitable intervals on the basis of which handing over note shall be prepared and work will start there after. Final joint measurement also shall be taken jointly by the aforesaid team.
- 5) Power supply arrangement and water supply arrangement for execution of the work and for the employees are to be arranged by the contractor.
- 6) Quoted rates cover all aspects as stipulated in the tender documents.

Signature of tenderer with seal

END OF PART-II

Note :- Tenderers are requested to look into the website of ECL and Govt. Portal for any addendum /corrigendum till the last date of sale of the tender document as stipulated in the NIT for the subject work and corrigendum, if any, should be downloaded and submitted alongwith the bid document during submission of the tender.

THE END