



BHARAT COKING COAL LIMITED
(A subsidiary of Coal India Ltd.)
OFFICE OF THE GENERAL MANAGER
CHANCH / VICTORIA AREA
BARAKAR: BURDWAN

Ref No :- BCCL/XII/AGM/SUR/TPTN/10/ 4360

Dated :- 07.01.2010

NOTICE INVITING DISCOUNT BID

Discount bid in terms of Rs./Te. are invited in sealed cover from registered contractors under BCCL SOR for transportation of Coal from the discharge end of the mobile crusher to NLOCP siding site of wagon for loading on Revised SOR -2009 at diesel base price of 33.57/ltr.(wef. 01.07.09)is now being put up for the period from 24.01.10 to 31.03.10

Description of Work:-

Sl. No.	Particular of job	Dist. In KM	Quantity in Te.	Rate in Rs./Te	Amount In Rs.
1	Loading of coal into tippers at end point of crusher by mechanical means		200000	7.36	1472000.00
2.	Transportation of coal from end point of crusher to NLOCP siding loading point by tipper.	0 – 1	200000	8.42	1684000.00
	Total				3156000.00

Availability of Bid Documents:- Bid Documents comprising of this notice along with respective bill of quantities for the above may be collected from the Office of the undersigned during working hours on any working day free of cost from 11.01.10 to 21.01.09 up to 4.00 pm.

Last date of receipt:- On 22.01.2010 afternoon at 1.00 PM.

Date of opening of Discount Bid:- On 22.01.10 at 3.00PM in the Office of the Staff Officer (Mining), C/V Area in presence of the Bidders or his authorized representatives.

Place of submission of Discount Bids:- Office of the Staff Officer (Mining), C/V Area, BCCL.

Validity period of Discount Bid Offers:- The rates offered shall remain valid from 24.01.10 to 31.03.10

General instruction for submission of Discount Bids:-

1. The Contractor is required to submit his/their Discount Offer in sealed cover giving reference to his notice number and date as well clearly superscripting the cover with the name of the work.
2. The Bidder is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for submitting the Bid. The cost of visiting the Site shall be at the Bidder's own expense and it shall be deemed that the bidder has visited the site/area.
3. The Bidders shall offer for the Whole Works as described in bill of quantity submitted by the bidder., however, the Employer reserves the right to allot part of the work at their discretion and no claims, whatsoever, shall be entertained in this regard.
4. The Bidders shall fill in rates and prices for all items of the works described in the bill of quantities. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.
5. Any Bid received by the Employer after the deadline prescribed in the Discount Bid Notice due to any reasons what so ever will not be accepted.
6. Informations relating to the examination, clarification, evaluation and comparisons of Bids and recommendations for the award of the 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 the Bids or award decision may result in the rejection of his Bid.

7. 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 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.
8. 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 Bidder along with. 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 bidding upon the Bidder.
9. The Bidder, who's Bid, has been accepted, will be notified of the award by the Employer prior to the expiration of the Bid validity period by Cable, Telex or Facsimile confirmed by Registered Letter. The 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 execution and completion of the work by the Contractor as prescribed by the Contract (hereinafter and in the Contract called "The Contract Price"). The notification of award will constitute the formation of Contract, subject only to the furnishing of a Performance Security/Initial Security Deposit in accordance conditions of SOR-2009.
10. 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 Law of the Land.
11. Matter related to any dispute or difference arising out of this tender and subsequent contract awarded based on the Bid shall be subjected to the jurisdiction of the Dhanbad Court only.
12. Penal action in case of failure on the part of the Bidder; The registration of the SOR Contractor shall stand cancelled and withdrawn in case the successful Bidder, fails within the specified time limit to furnish the required performance Security / Initial Security Deposit, sign the Agreement and the Bidder does start the work within stipulated time. Once a SOR registered Contractor is penalized on this count, he may as a special case appeal to the Director Technical, BCCL, for Re-registration for which the de-listed SOR Contractor will have to deposit Rs. 10,000/- towards re-registration fee (non-refundable) on receipt of demand from BCCL Management to deposit the same. However, re-registration of a de-listed SOR Contractor will be on the sole discretion of BCCL Management.

The Company is not under any obligation to accept the Lowest Bid and reserves the right to reject any or all Discount Bids without assigning any reasons what-so-ever and also to distribute the work and allot the work/s to more than one Bidder at its sole discretion.

Staff Officer (Mining)
Chanch Victoria Area

Copy to,

- 1) D(T) OP, D(T)(P&P), BCCL, Koyla Bhawan.
- 2) CVO (Vig.), BCCL, Koyla Bhawan.
- 3) CGM, CMC, BCCL, Koyla Bhawan.
- 4) All CGM/GM, All Areas of BCCL for wide circulation.
- 5) All Project Officer, C/V Area.
- 6) G.M., C/V Area.
- 7) Area Finance Manager, C/V Area.
- 8) Cashier, C/V Area.
- 9) Registered Contractor by Post.
- 10) Notice Board, C/V Area.
- 11) GM.(System), BCCL, with a request for publish in BCCL website.

BHARAT COKING COAL LIMITED
(A subsidiary of Coal India Ltd.)

OFFICE OF THE GENERAL MANAGER
CHANCH / VICTORIA AREA
BARAKAR: BURDWAN



DISCOUNT BID DOCUMENT
(CONTAINS 20 PAGES)

D-Bid NO: - BCCL/XII/AGM/SUR/TPTN/10/ 4360 Dated: - 07.01.2010

**Name of Job: - Transportation of Coal from the discharge end
of the mobile crusher to NLOCP siding site of wagon for loading.**

Estimated Cost: - Rs. 31.56 Lakhs.

**Date & time of submission of discount bid On 20.01.2010 afternoon at
1.00 PM**

Date & time of opening of Discount bid- On 21.01.10 at 3.00PM

Name & address of the Tenderer to whom issued:-

Date of issue. : -

Signature of the official
Issuing Discount Bid documents.

CONDITIONS OF CONTRACT
GENERAL TERMS AND CONDITIONS

6. DEFINITIONS:

- i) The word “Company” or “Employer” or “Owner” wherever occurs in the conditions, means the “Bharat Coking Coal Limited”, represented at the Chanch Victoria Area of the Company by the General Manager, or his authorised representative or any other Officer specially deputed for the purpose.

- ii) The word “Principal Employer” wherever occurs, means the authorised representative or any other officer specially deputed by the Company for the purpose.
- x) The word “Contractor”/ “Contractors” wherever occurs means the successful Bidder/Bidders who has/have deposited the necessary Earnest Money and has/have been given written intimation about the acceptance of Tender and shall include Legal representative of such individual or persons composing of Firm or a Company or The Successors and permitted Assignees of such Individual, Firm or Company, as the case may be.
- xi) “The Site” shall mean the Site of the Contract Work including Land and any Building and erections thereon and any other land allotted by the Company for Contractor’s use.
- xii) “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.
- xiii) A “Day” shall mean a day of 24 hours from midnight to midnight.
- xiv) Engineer-in-Charge/ Designated Officer-in-charge, who is of an appropriate seniority will be responsible for supervising and administering the Contract, Certifying Payment due to the Contractor, valuing variations to the Contract, awarding extension of time and valuing compensation events. Engineer-in-Charge / Designated Officer-in-charge may further appoint his representatives i.e. another person/Project Manager or any other Competent Person and notify to the Contractor, who is directly responsible for supervising the work being executed at the Site, on his behalf under the delegation of powers of the Company. However, overall responsibility, as far as the Contract is concerned will be that of the Engineer-in-Charge / Designated Officer-in-charge.
- xv) The “Contract” shall mean the notice inviting Tender, the Tender as accepted by the Company and the formal agreement executed between the Company and the Contractor together with the documents referred to therein including General Terms and Conditions, Special Conditions, if any, Schedule Quantities and Rates and Amounts, Schedule of Work.
- xvi) The “Works” shall mean the works required to be executed in accordance with the Contract or Parts thereof as the case may be and shall include all extra or additional or any work of emergent nature, which in the opinion of the Engineer-in-Charge, becomes necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.
- xvii) “Schedule of Rates” referred to in these conditions shall mean the standard schedule of rates prescribed by the company and the amendments issued from time to time.
- xviii) “Contract price” shall mean
- xix) (a) In the case of lump sum contracts the total sum for which tender is accepted by the company.
- (b) In the case of other types of contracts the total sum arrived at based on the individual rates quoted by the Tenderer for the various items shown in the “Bill of Quantities” of the Tender Documents as accepted by the Company with or without any alteration as the case may be.
- xx) “Written Notice” shall mean a Notice or Communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the 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.

1. CONTRACT DOCUMENTS:

The following documents shall constitute the Contract Documents. :-

- (i) LOI/LOA/Work order/Articles of Agreement
- (ii) Notice Inviting Tender
- (iii) Letter of Acceptance of Tender indicating deviations, if any, from the conditions of Contract incorporated in the Bid/Tender Document issued to the bidder
- (iv) Conditions of Contract, including the General Terms and Conditions, Additional Terms and Conditions, Special Conditions, if any etc. forming part of the Agreement
- (v) Scope of Works/Bills of Quantities and
- (vi) Finalized work programme.

- 2.1 After the acceptance of the Tender and on execution of the 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 the Contract Documents (Certified True Copies), accepting those drawings to be supplied during the

progress of work. The Contractor shall keep copies 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.

3. DISCREPANCIES AND ADJUSTMENTS THEREOF :

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

- 3.1 In the event of varying or conflicting provisions made in any of the document/s forming part of the contract, the "Excepting Authorities" 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 the Schedule or Quantities or any omission therefrom, shall not vitiate the Contract or release the Contractor from discharging his obligations under the Contract including execution of work according to the specifications forming part of the particular Contract Document.

- 3.3 Any difference detected in the Tender/s submitted, resulting from :

- (a) Discrepancy between description between words and figures, the rate which corresponds to the words quoted by the Contractor shall be taken as correct.
- (b) Discrepancy in the amount quoted by the Contractor due to calculation mistake of the unit rate and quantity, the unit rate shall be regarded as firm and amount corrected.
- (c) Discrepancy in totaling or carry forwards in the amount quoted by the Contractor shall be corrected.

The tendered sum so corrected and altered shall be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the Tenderer along with other Tender/s. Rounding of 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 the running bills.

The Security Deposit shall bear no interest.

- 4.2 Performance Security should be 5% of the 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 Area Finance Manager, Chanch Victoria Area (BCCL), on any scheduled Bank payable at UBI, Barakar.

- By cash with the Area Finance Manager, Chanch Victoria Area (BCCL), Barakar, Burdwan .

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/Cash 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) At Bidder's option by a nationalized/ scheduled Indian bank or
- b) By a foreign bank located in India and acceptable to the employer.
- c) The validity of the Bank guarantee shall be for a period of one year or ninety days beyond the period of contract, whichever is more.

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

- 4.4 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.

- 4.5 5% Performance Security should be refunded within 60 days of the completion of the Work. (The date of completion of work will be certified by the Engineer-in-Charge.)

- 4.6 **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 work and certified as such by the Engineer-in-Charge, the Security Deposit remaining with the Company shall be refunded. However,

for Contracts of more than 1(one) year period, the security deposit accrued by paying the running bills at 95%, may be refunded annually on submission of Bank Guarantee of equivalent amount, subject to satisfactory performance of the Contractor during the year.

5. DAVIATIONS / VARIATIONS IN QUANTITIES :

Extent & 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-in-Charge or his representative shall, without radically changing the original scope and nature of the contracted work, have power to make any alterations in or additions to or substitution of the original and 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-in-Charge or his representative on behalf of the Company.

Such altered or additional work, which shall form part of the original contract, shall be carried out by the Contractor on the same conditions in all respects on which they agree to do the main works and at the same rate/rates as are specified in the Contract.

5.2 If the additional or altered work includes any class of work for which no rate/s 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/s for similar or near similar class of work as is/are specified in the Contract, failing which,
- (b) The rates shall be derived from the Company’s prescribed Schedule of Rates based on which the estimate for Tendering has been prepared plus or minus the percentage by which the Tendered amount for the whole work quoted by the Contractor is below the estimated amount as per the offer Documents, failing which,
- (c) The rates shall be derived from the Contractors rate claimed for such class of work supported by analysis of the rate/s claimed by the Contractor. The rate to be determined by the Engineer-in-Charge as may be considered reasonable taking into account percentage of profit and overhead not exceeding (Ten) 10% or on the basis of market rates, if any, prevailing at the time when the 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-in-Charge shall be at liberty to cancel the instruction by notice in writing and to arrange to carry out the work in such manner, as he/she considers advisable under the circumstances. The Contractor shall under no circumstances suspend the work on the plea of non-settlement of rates.

5.3 Alterations in the quantities shall not be considered as 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/s involved will be necessary when the alterations involved one or more of the following:

- (i) An increase of more than 10% of the total cost of the work-calculated from the original tendered quantities and the contract price
- (ii) More than 10% deviation from original awarded value should require approval of next higher authority but total amount should be within the delegated power of the next higher authority.

5.4 The time of 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.

5.5 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 for any reason and the contractor shall be bound to carry out the work in accordance with the instructions given by the Engineer-in-Charge. No claim for extra charges/damages shall be made by the Contractor on these grounds.

5.6 In the event of any deviation being ordered which in the opinion of the contractor changes radically the original scope and nature of the contract, the contractor shall under no circumstance suspend the work, either original or altered or substituted, and the dispute/disagreement as to the nature of deviation or the rate/s to be paid thereof shall be resolved separately with the company.

5.7 The re-appropriation / re-allocation of the quantities may be done with the approval of Engineer-in-charge within the stipulated contract period and contract value with the approval of the approving authority of the contract. In case the approving authority is Board, then with the approval of the CMD of the subsidiary company.

6. Time for completion of contract- extension thereof. Defaults & compensation for delay: -

Immediately after the contract is concluded the Engineer-in-charge and the contractor shall agree upon time and progress chart prepared on the basis of a transportation/Work 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 the letter of acceptance or work Order or handing over the site of work whichever is latter.

6.1 If the contractor, without reasonable cause of valid reason, commits default in commencing the execution of the work within the aforesaid date, the company shall, without prejudice to any other right or remedy, be at liberty, by giving 15 days notice in writing to the contractor to commence the, 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 contract or extended date of completion, he shall without prejudice to any other right or remedy available under the law; to the company on account of such breach, shall become liable to pay for penalty as under:

a). If the average daily progress of work during the calendar months is less then the stipulated rare indicated in the detailed tender notice, penalty as detailed below will be levied.

i) if the average daily progress of work 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. Penalties will be calculated every month and withheld. The contractor shall be allowed to makeup the shortfall in the succeeding three months within the stipulated time of completion once the shortfall is fully made up, the so withheld penalty will be released.

6.3 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 completed within the date as specified in the contract or as validly extended without stipulating any penalty.

6.4 Extension of date of completion- On happening of any events causing delay as stated here under, the contractor shall intimate immediately in writing the Engineer-in-charge:

a). Abnormally bad weather

b). Serious loss or damage by fire.

c). Civil commotion, strikes or lockouts affecting any of the traders employed on the work.

d). 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.

e). any other causes which, at the sole discretion of the company is beyond the control of the contractor.

A "Hindrance register" shall be maintained by both the company and the contractor at site to record the various hindrances, as mentioned above, encountered during the course of execution.

The contractor 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 for completion of the work. Such extension shall be communicated to the contractor in writing by the company through the Engineer-in-charge within 1 month of the date of receipt of such request.

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 .

6.5 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 he company's right to impose/ waive penalty at the time of granting final extension of time as per contract agreement.

6.6 When the period fixed for the completion of the contract of about to expire, the question of extension of the contact may be considered at the instance of the contractor or the Company or the both. The extension will have to be by party's agreement, expressed or implied.

In case 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 the 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 action before and subsequent to the date of completion. Such extension of

time shall be without prejudice to Company right to levy compensation under the relevant clause of contract.

6.7 (a) The successful Bidder/Contractor will advise in the event of his having resort to this Clause by a registered letter duly certified by the Local Chamber of Commerce or Statutory Authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, 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 shall be liable to pay extra cost (Like increase in rates, remobilization advance, idle charges for labor and machineries etc.). Provided it is mutually established that the Force Majeure conditions did actually exist.

(c) If any of the Force Majeure conditions exists in the place of operation of the Bidder/Contractor even at the time of submission of the Bid, he will categorically specify them in his Bid and state whether they have been taken into considerations in their Quotations.

7. QUALITY ASSURANCE :

The Contractor shall carry out and complete the work in every respect in accordance with the Contract and shall ensure that the work confirms strictly to the instructions of the Engineer-in-charge. The Engineer-in-charge may issue from time to time further detail instructions/directions in writing to the Contractor. All such instructions/directions shall be consistent with the Contract Documents and should be reasonably inferable therefrom, along with clarifications / explanations thereof, if necessary.

8. MEASUREMENT AND PAYMENT :

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

8.1 All item 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 for all works performed under the Contract and the value of the work carried out can be ascertained and determined there from.

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

8.3 Before taking measurements of any works, the Engineer-in-charge or the persons 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 measurement, a note to that effect shall be made in the measurement book/ log book and signed and dated by both the parties.

8.4 In the event of failure on the part of the Contractor or to send his authorize representative to attend the measurement after receiving the intimation, or to countersign, or to record objection within a week from the date of measurement, the measurement taken by the Engineer-in-charge or by his authorized representative shall be taken to be the correct measurement of the work done.

8.5 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/s with reference to the measurements taken or to be taken or any other records relevant for the purpose.

8.6 Payment on account shall be made on the Engineer-in-charge certifying the sum to which the Contractor is considered entitled by way of interim payment for the works executed as covered by the Bill/s after deducting the amount already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the Contract.

8.7 Any certificate given by the Engineer-in-charge for the purpose of payment of interim Bill/s 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.

8.8 The Company reserves the right to recover/enforce recovery of any over payments detected after payment as a result of post payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed claims, if any, of the Contractor exceeds the amount of such over payment and irrespective of the facts whether such disputed claims of the contractor are the subject matter of arbitration or not. The amount of such over payment may be recovered from the subsequent bills under the contract,

failing that from contractor's claim under any other contract with the company or from the contractor's security deposit or the contractor shall pay the amount of overpayment on demand.

8.9 Amount payable/repayable for any subsequent change in the Sales Tax or Works Contract will be made to/from the Contractors after departmental verification of such changes or Tax Law issued by Statutory Authority.

9. TERMINATION, SUSPENSION, CANCELLATION & FORECLOSURE OF CONTRACT :

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

- (a) Makes default in proceeding with the work 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 items 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/s 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/s of favour in relation to the obtaining or execution of this or any other contract for the Company. **OR**
- (e) Obtains a Contract with the Company as a result of ring-tendering or any other non-bonafide method of competitive tendering. **OR**
- (f) Transfers, Sublets, Assigns the entire work or any portion thereof without the prior approval in writing from the Engineer-in-charge. The Engineer-in-charge may be giving a inwriting notice, cancel the whole Contract or portion of it in default.

9.1 The Contract shall 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 partner 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 the 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 reorganization, or a receiver or manager is appointed by the Court on the application by the debenture holders of the Company, if any.
- (c) If the Contractor shall suffer an execution being levied on his/their goods, estates and allow it be continued for a period of 21 days.
- (a) On the death of the Contractor being a proprietary concern or any of the partners in the case of a partnership concern and the Company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the Contract. The decision of the Company in this respect shall be final and binding which is to be intimated in writing to the legal representative or to the partnership concern.

9.2 On cancellation of the Contract or on termination of the Contractor, the Engineer-in-charge shall have powers :-

- (a) To carry out the incomplete work by any means at the risk of the Contractor.
- (b) To determine the amount to be recovered from the Contractor for completing the remaining work or in the event of 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 the Contractor's materials, plant, equipments, etc. taken possession of after cancellation.
- (c) To recover the amount determined as above, if any, from any money due to the Contractor or any account or under any other contract and in the event of any shortfall, the contractor shall be called upon to pay the same on demand.

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

9.3 Suspension Of Work :- The Company shall have the power to suspend the progress of work or any part thereof and the Engineer-in-charge may direct the Contractor in writing to suspend the work, for such period and in such manner as may be specified therein, on account of any default on the part of the Contractor, or for proper execution of the work for reasons other than any default on the part of the

Contractor, or on ground of safety of the work or part thereof. In the event of suspension for reasons other than any default on the part of the Contractor, extension of time shall be allowed by the Company equal to the period of such suspension.

The 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 works done under the Company shall be forfeited and brought under the absolute disposal of the company provided, that the amount so forfeited shall not exceed 10% of the Contract value.

- 9.4 Foreclosure Of Contract In Full Or In Part :- If at any time after the acceptance of the Tender, the Company decides to abandon or reduce the scope of work for any reasons 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 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.

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 access the amount payable. The Contractor shall not have any claim for compensation whatsoever either for abandonment or for reduction in the scope of work, other than those as specified above.

10. COMPLETION CERTIFICATE :

- 10.1 On completion of the work and notifying the same by the Contractor to the Engineer-in-charge, "Completion Certificate" shall be issued by the Engineer-in-charge only in the event the work is completed satisfactorily in every respect. Payment of final bill shall be made on completion of the Contract and refund of Security Deposit shall, however, be made as per relevant clause of the Contract.

11. RESPONSIBILITIES OF THE CONTRACTOR :

- i The Company reserves the right to let other Contractors in connection with the project and the Contractor/s shall co-operate in the works for the introduction and stores and materials and execution of his/their work.
- ii The Contractor/s shall employ only competent, skilful and orderly men to do the work. The Engineer-in-charge shall have the right to ask the Contractor/s to remove from the worksite any men of the Contractor/s who in his opinion is undesirable and the Contractor/s will have to remove him within three hours of such orders.
- iii Precautions shall be exercised at all times for the protection of persons (including Employees) and property. The safety required or recommendation by all applicable laws, codes, statutes and regulations will be observed. In case of accidents, he/they shall be responsible for the 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.
The Contractor/s 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 Government or Municipalities and other authorities in India. The Contractor/s shall comply with the provisions of the safety handbook as approved and amended from time to time by the Government of India.
- iv The Contractor/s 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.
- v Building for the sanitary necessities of all persons employed on the work shall be constructed and maintained in numbers, manner and place approved or ordered by the Engineer-in-charge. The Contractor shall vigorously prohibit committing of nuisance at any other place. Costs of all works under this items shall be covered by the Contractor's Tendered rates.
- vi The Contractor/s shall furnish to the Engineer-in-charge or his authorised representative with work reports from time to time regarding the Contractor/s organization and the progress made by him/them in the execution of the work as per the Contract agreement.
- vii All Duties, taxes, levies, cess, royalties, whether local, Municipal, provisional or Central pertaining to the contract are payable during the entire periods of contract, shall be of the Contractor/s account and shall be

deemed to have been included in the contracted rate for the work to be executed by the Contractor. The Company shall not be liable for any taxes or levies etc. what so ever in connection with this contract.

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 the tender shall be reimbursed by the Company on production of documentary evidence in support of payment actually made to the Concerned authorities.

- viii 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 reasons whatsoever.
- ix The Contractor/s shall make his/their own arrangement for all materials, tools, staff and laborers 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.
- x The work shall not be sublet to any other party, unless approved by the Engineer-in-charge, in writing.
- xi The Contractor/s shall not pay less than the minimum wages to the labourers engaged by him/them as per The Minimum Wages Act or such other legislation or award or the minimum wages fixed by the respective State Government as may be in force. The Contractor/s shall make necessary payment of the Provident Fund for the workmen employed by him for the work as per the laws prevailing under the provisions of CMPF and Allied Schemes and Miscellaneous Provisions Act 1948 or Employees Provident Fund and Miscellaneous Provisions Act 1952 as the case may be.
- xii 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 the payment of labourer considered necessary and the Company may arrange for witnessing the payment to the labourer by its representatives.
- xiii **Insurance:** -The Contractor shall take full responsibility to take all precautions to prevent loss or damage to the works or part thereof whatsoever (except for reasons beyond the 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 works 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-in-charge, if any :-
 - (a) The Contractor shall at all times during the pendency of the Contract indemnify the Company against all Claims, damages or compensation under the provisions of the Workmen's Compensation Act and shall take insurance policies covering all risk, claims, damages or compensation payable under the Workmen's Compensation Act or under any other law relating thereto.
 - (b) The Contractor shall ensure that the Insurance Policy/Policies are kept alive till the full expiry of the Contract by timely payment of premiums and shall not be cancelled without the approval of the Company and a provision is made to this effect in all the policies, and similar insurance policies are also taken by his sub-contractors if any. The cost of premiums shall be borne by the Contractor and it shall be deemed to have been included in the tendered rate.
 - (c) In the event of the Contractor's failure to effect or to keep in force the insurance referred to the above or any other insurance which the contractor is required to effect under the Terms of the Contract, The Company may effect and keeping force any such insurance and pay such premium/s as may be necessary for that purpose from time to time and recover the amount thus paid from any moneys due by the Contractor.

12. SETTLEMENT OF DISPUTES :

It is incumbent upon the Contractor to avoid litigations and disputes during the Course of execution. However, if such disputes take places between the Contractor and the department, effort shall be made first to settle the dispute 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 disputes/claims failing which, no disputes/claims of the Contractor shall be entertained by the Company.

If differences still persist, the settlement of the dispute with Government 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 redresal of the disputes may be sought in the Court of Law.

SPECIAL TERMS & CONDITIONS

- 1.0 The Contractor, before starting the work, shall furnish to the General Manager/ Project Officer/ Engineer-in-charge, the list of Trucks/Tipping Trucks/Dala Trucks/Pay loaders/ Excavator equipments, proposed to be deployed for the work, with the related papers of registration, fitness certificates, permits, licenses, insurance, driving licenses etc. for inspection. No Trucks/Tipping Trucks/Dala Trucks/Pay loaders/ Excavator equipments shall be deployed for the work without the approval of the General Manager.
- 2.0 The Trucks/Tipping Trucks/Dala Trucks/Pay loaders/ Excavator equipments, deployed in any other project of the Company or any Project or any Subsidiary of Coal India Ltd., shall not be diverted for the work without approval of the Company. Similarly, the Trucks/Tipping Trucks/Dala Trucks/Pay loaders/ Excavator equipments deployed for the work shall not be diverted to any other project without approval of the General Manager.
- 3.01. The Contractor shall deploy adequate numbers of Trucks/Tipping Trucks/Dala Trucks equipments for the satisfactory execution of the work.
- 3.02. 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.
- 3.03. Only Tipping Trucks in good and safe condition having valid fitness certificate/permit/license 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.

- 3.04. The Contractor shall at his own cost, arrange for regular checking/maintenance/repair of the Trucks/Equipments and keep them at good and safe conditions at all times.

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

- 3.05 Only experienced, skilled and disciplined Drivers of sound health, good behavior and antecedents having valid and requisite driving license shall be deployed by the Contractor for the work.

In no case any unauthorized driving of Trucks/Tipping Trucks/Dala Trucks or operation of Pay Loaders/Excavators/Equipments shall be permitted by the Contractor/s.

- 3.06. The maximum carrying capacity of the Truck and the dimension of the body of the Truck/s shall be clearly indicated on the body of each Truck/Tipping Truck/ Dala Truck deployed for the work and maintained in good legible condition, at all times.
- 3.07 No addition or alteration to the size of the body or any such Truck shall be carried out, without the prior approval of the Addl. General Manager/Project Officer/Designated Officer-in-Charge.

. The Trucks shall be loaded only up to the maximum carrying capacity and shall not be overloaded under any circumstance.
- 3.08 The re-allocation/re-appropriation of the awarded quantity in different routes may be done by the Competent Authority of the Company within the stipulated contract period and contract value.
- 4.00 No manual workers shall be engaged by the contractor for loading/ unloading of the trucks or loading of wagons, under any circumstances whatsoever.
- 5.00 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.
- 6.00. The Contractor's Trucks should ply only on specified routes/roads. In case, plying of the Trucks on any other routes/roads becomes necessary, due to any reason, prior approval for the same shall be taken by the Contractor from the Addl. General Manager/Project Officer/Designated Officer-in-charge. In case of violation of this provision, penalty may be imposed on the Contractor and/or the Contract terminated.

- 7.00 The work shall be executed round the clock on all the days of the week as directed by the Project Officer/Designated Officer-in-charge and the Contractor shall be obliged to comply with the same.
- 8.00. The Contractor shall not have any claim what-so-ever for the idleness of his Trucks and equipments/employees for lack of space at the Bunker/Sand Stock Yard, available at the unloading site or Bunker full due to lack of stowing/any dislocation en-route and/or for any other reasons.
- 9.01 .The Contractor shall at his own cost arrange for all materials/stores/spares/tools/tackles etc. and the maintenance/repair of Trucks and Equipments required/deployed for the work. The Company shall have no liability what so ever on this account.
- 9.02 .In emergent situations and provided the Contractor makes an application in this regard, POL if available with the Company may at the sole discretion of the Company, be issued to him with the approval of the Addl. General Manager/Project Officer/Designated Officer-in-charge, but, value of the same along with the handling/departmental charges as per the then prevailing rules of the Company shall be charged from him or recovered from his bills/security deposit.
- 10.00 The Contractor shall maintain proper records in English/Hindi of his/their 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.
- 11.00 The Company shall have no responsibility/liability what-so-ever for any accident/damage to the Contractor's Vehicle/Equipments in transit or while engaged in the work.
- 12.00 The Contractor shall familiarize himself and fully comply with the provisions of all the Acts/Rules/Regulations/Bye-Laws and Orders of the Local Authority/Municipality/State Govt./Central Govt. applicable to the Workers. 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 what-so-ever on these accounts, and the Contractor shall fully indemnify the Company against any Claims/Disputes/Reference Award, etc. arising out of the same.
- 13.00 If the Company suffers any loss on account of suspension of stowing 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 omission or commission on the part of his representatives/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 bills/security deposit. The decision of the Company in this regards shall be final and binding on the Contractor.
- 14.01 Where wagons are being weighed at the loading end, payment for coal/middlings transported to the siding/CHP (where wagons are being loaded), loading of the tipping trucks by the Contractor's payload (s), picking, breaking and wagon loading by contractor's pay loader(s), shall be made on the basis of the RR weight of coal / middlings dispatched, duly re-conciled with the measured opening and closing stocks at the siding/ CHP every month and after effecting deductions of penalties/recoveries as per terms & conditions of this contract.
- 14.02 (i) Where wagons are not being weighed at the loading end, payment for the items of work stated in above shall be made on the basis of the actual weight of coal received by the Power Houses. Consignees as per the weigh-ment of the wagons at their end, duly reconciled with measured opening and closing stocks at the siding / CHP every month.
(i) If in the case of wagons not being weighed at the loading end, the payment is made by any consignee on the basis of RR weight, the contractor(s) shall be paid accordingly.
(ii) In the case of wagons not being weighed at the loading end, 90% payment for items of work stated in 14.01 above shall be made provisionally on the basis of RR weights. Balance payment shall be made after reconciliation, as explained in (i) above and effecting deduction of penalties / recoveries as per terms & conditions of this contract.
- 14.03 In the case of coal transportation from face to stock if the trucks/ tipping trucks are not being weighed, payment shall be made on volumetric measurement of the coal transported, converted to weight, taking 40 cft. as one tonne, (irrespective of the fact that any other conversion factor is adopted by the Company for any other purpose), duly reconcile with the measured opening and closing stock for the month and off-take

from stock to the siding /CHP as per 14.01/14.02 above and payment shall be made to the contractor(s) accordingly.

14.04 In case two or more contractors are engaged for the transportation work, the reconciled total quantity for the month arrived at in 14.01/14.02/& 14.03 above shall be distributed between the transporting contractors, in proportion of the number of trips performed by each, during the month or in any other manner which the General Manager considers more appropriate.

14.05 In case there is mixed contractual and departmental transportation to stock/ CHP / Siding, the quantity transported departmentally shall be separated to arrive at the quantity transported contractually for 14.01/14.02/ &14.03 above.

15.0 In case two or more contractors are engaged on picking/ breaking and wagon loading. The distribution of the reconciled quantity for the month arrived at in clause 14.01,14.02, &14.03 above.

16.0 In case of transportation of coal to the Washery, payment shall be made on the basis of the actual quantity received at the Washery, as per weigh ment of the trucks at the washery end, subject to such verification as the General Manager may consider necessary and appropriate.

In case the washery weighbridge goes out of order, the Project Officer shall make alternative arrangement for weighment of the trucks or the weight at the loading end shall be taken as the weight of coal received at the washery, subject to such checking/ verification as the Project Officer/ General Manager may deem necessary.

17.0 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 weighment of the trucks or such arrangement(s) as he considers necessary to ensure that all coal loaded at the loading end reaches the destination.

18.0 In case the trucks are being weighed both at the loading end as well as unloading end, the figures of weighment at both the ends shall be reconciled every month in respect of each contractor and if there is any shortage of coal received at the unloading end, the value of coal found short, will be deducted at double the then prevailing rate including all royalty, cess, from the security deposit of the transporting contractor(s) concerned or otherwise, specifically mentioned in work order / agreement.

19.0 No payment shall be made to the coal transporting contractor for stone / shale/ bands/ extraneous materials segregated at the siding,/coal handling plant/ stock /washerries in the process of dispatching coal to consumers.

20.0 If the work of transportation/ removal of picked out band/ shale/ stone/extraneous materials/ overburden/washery rejects is contracted out payment for the same shall be made on the basis of volumetric measurement of trucks, duly verified against the volumetric measurement of trucks, duly verified against the volumetric measurement of such materials at the site of unloading where weighment of such materials is not possible.

21.0 In case two or more contractors are engaged for loading of wagons at any siding, the allocation of wagons to be loaded by each of them will be decided by the Project Officer/ General Manager, which will final and binding on each contractor.

22.0 Wagons supplied at the siding shall be loaded by the wagon contractor(s) within the free loading time given by the Railways, which may vary from time to time.

23.01 (i) If the demurrage of wagons occur due to less availability of coal at the siding because of less transportation of coal, the contractor transporting coal shall be held responsible and liable for the same and demurrage charges incurred shall be recovered from him.

(ii) If the demurrage is due to failure on the part of two or more coal transporting contractors the demurrage charges shall be apportioned by the General Manager/ Project Officer, amongst the concerned contractors as he considers appropriate and his decision in the matter shall be final and binding on each of these contractors.

23.02 (i) If the demurrage occurs due to failure on the part of wagon loading contractor the demurrage charges incurred shall be recovered from the wagon loading contractor.

(ii) In case there are two or more contractors for wagon loading, the contractor who has not completed the loading of al the wagons allotted to him, within the free loading time, shall be held responsible and liable fro the demurrage and demurrage charges for the full rake shall be recovered from him

(iii) In case demurrage of any rake occurs due to failure on the part of two or more wagon loading contractors, demurrage charges for the rake shall be recovered in proportion of the number of wagons allOtted to each of them for loading.

23.03 (i) If the demurrage of wagons occurs due to failure on the part of the picking and breaking contractor for not making available adequate quantity of clean and sized coal free from stone. Shale. Extraneous materials, he shall be liable for the demurrage charges incurred and the same shall be recovered from him

- (ii) In case demurrage occurs due to failure of two or more picking and breaking contractors, the demurrage charges shall be apportioned in the manner as considered appropriate by the Project Officer/ General manager and his decision shall be final and binding on each of the concerned contractors.
- 24.01 The wagon loading contractor(s) shall be also responsible for cleaning of the siding tracks/ between the line and on both sides of the same, leveling of coal loaded into the wagons and lime washing on the top of the same, in respect of the wagons allotted to him/ each of them.
In case any rake is put on demurrage/any penalty is imposed on the company for failure on the accounts, the same shall be recovered from the contractor/s concerned.
- 24.02 In case any derailment of wagons occurs due to non-cleaning of the tracks by the wagon loading contractor(s) the charges/penalties for the same levied by the Railways as also the demurrage charges for the same shall be covered from the defaulting contractor(s).
- 24.03 All such charges/ penalties shall be apportioned between the defaulting contractors, as the General Manager thinks fit and reasonable and his decision in all the above cases shall be final and binding on the contractors concerned.
- 25.0 In order to ensure proper loading of wagon, the loading contractor shall ensure loading up to proper level keeping in view the stipulated carrying of the wagons and the loading will be done as per directions of Colliery / Project/Area officials responsible for the supervision of the lading of wagons at siding.
- 26.0 The wagon-loading contractor shall load clean coal free from stone/shale/bands/ extraneous materials and of stipulated size.
- 27.0 The daily rate of Transportation shall be about the Yearly quantity divided by the number of working days in the Year (+)/(-) 30%, but, the Contractor may be called upon the Transport still more/still less quantity and no claims what-so-ever shall lie against the Company on account of such variations. The Contractor/s shall make necessary arrangements and ensure transportation of Sand on daily basis as advised by the Addl. General Manager/Project Officer.
- 28.0 In case a Contractor falls to deploy adequate number of pay loaders, the company may, without any reference to the contractor, deploy its own pay loader/s and or make alternative arrangements for loading of the wagons/trucks for which double the wagon/truck loading charges payable to the contractor/s for the quantity loaded by the company's pay loader/s of extra expenditure incurred by the Company on alternative arrangement made shall be recovered from the contractor.
- 29.01 The Contractor shall post adequate numbers 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 Addl. General Manager/Project Officer/Designated Officer-in-charge as and whenever 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 what-so-ever in this regard.
- 29.02 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.
- 30.0 The Contractor shall not engage any person of less than 18 years of age or female during night hours as required by relevant Law.
- 31.01 The contractor shall pay to his employees' salary and wages as per Law of the Land applicable to the workmen of the colliery/washery where he is working under this contract.
- 31.02 The contractor shall make payment to his employees at the place(s) specified by the Addl. General Manager/Project Officer/Designated Officer-in-charge and in the presence of the Company's representative authorised by the Addl. General Manager/Project Officer/Designated Officer-in-charge who shall duly witness all payments by the contractor to his employees. For this purpose the contractor shall notify to the Addl. General Manager/Project Officer/Designated Officer-in-charge the wage period(s) day/date and time of payment.
- 31.03 The Contractor shall prepare the wages sheet for his employees in duplicate, a copy of which shall be regularly submitted to the Project Officer.
- 32.01 The Contractor/s shall make timely payment of all Salary/Wages/Dues to his employees and shall also provide all benefits to his employees as per various Acts/Rules, Regulations, Orders applicable to the work e.g. Bonus under Coal Mines Bonus Scheme and payment of Bonus Act. Sunday Wages, Overtime, Holiday Wages Leave Wages, Sick Leave, etc.
- 32.02 The Contractor shall also comply with the provisions of Coal Mines Provident Fund Scheme and regularly deposit the Contributions in accordance with the same. The Company shall have no liabilities what-so-ever in this regard.

- 33.0 The responsibility of the Contractor in respect of all payments to his employees will be complete and absolute. The Company shall have no liability what-so-ever in this regard and shall be fully indemnified by the Contractor against any claim arising out of any non-payment/short-payment/dispute/award.
- 34.0 The Contractor shall arrange for training of his employees in accordance with the Mines Vocational Training Rules, 1966 as amended from time to time, at his own cost.
- 35.0 In case any accident occurs or any injury is caused to any employee of the Company by the Vehicles/Equipments of the Contractor or by any Act of Omission /Commission on the part of the Contractor's representative/employees, the compensation for the same, as provided in the law or as assessed by the Company shall be recovered from the Contractor along with the costs and expenses incurred by the Company on the same.
- 36.0 The Contractor/s 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 of the Contractor at the cost of the Contractor.
- 37.0 **PAYMENT OF PRICE VARIATION:**
If the prices of Diesel increases or decreases, the Contractor shall be compensated for such increase or recoveries shall be made from the dues of the Contractor for such decrease as per provisions detailed below and the amount of the Contract shall accordingly be varied subject to the condition that such compensation for variation 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. 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. Where the contract period is up to 6 months, no compensation for price variation will be paid diesel only will be paid/ recovered as per escalation formula provide in the /Special Terms & Conditions. Such compensation for variation in the prices when due shall be worked out based on the following provisions:
- 37.01 Where the contract period is more than 6 month, compensation for price variation will be paid / recovered.
- 37.02 The base date for working out such price variation shall be the last date on which tenders were stipulated to be received.
- 37.03 In case of marginal increase in slab distance from upper limit of the distance slab upto 100 meter from source to destination, proceeding slab will be taken in to account. However, in case of increase of lead by more than 100 meter over the upper limit of the distance slab, next distance slab may be considered. For example the measured lead of 1.101KM to 2.100 KM shall be considered to be with 1-2 KM slab distance. This procedure shall be considered for all distance slabs.

FORM OF AGREEMENT

(On Non Judicial Stamp Paper)

Agreement No.

This agreement, made the _____ day of _____ 200.... between _____
(Name and Address of the Employer)
(hereinafter called "the Employer") _____

(Name and Address of the Contractor) (hereinafter called "The Contractor" of the other part)

Whereas the Employer is desirous that the Contractor execute _____
(Name and identification number of the 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 WITNESSETH as follows :

- 1 In this agreement, works and expressions shall have the same meanings as are respectively assigned to them in the conditions of the 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 payments 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 in conformity an all respects with the provisions of the Contract.

- 3 The Employer hereby convenants 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 to 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 bid document/Contract as forming part of the Contract

In witness whereof the parties thereto 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 the presence of _____

Binding Signature of the Employer _____

Binding Signature of the Contractor _____

Under Jurisdiction of Dhanbad Court Only.

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE / INITIAL SECURITY DEPOSIT

To,

Re. : Bank Guarantee in respect of contract no _____

Dated _____ Between _____ (Name of the company)

And _____ (Name and address of the contractor) (herein after called “ the contractor”)has entered into a contract dated _____ (herein after called the said contract) with M/s _____ (name of the company) (hreinafter called “the company”)to execute _____(name of the contract and brief description of work)on the terms and conditions contained in the said contract.

It has been agreed that contractor shall furnish the Bank gurarantee from a Nationalised / Scheduled Bank for a sum of Rs. _____ as security for due compliance and perfomance of the terms and conditions of the said contract..

The _____ (name of the Bank) having its office at _____ has at the request of the contractor agreed to give the Guarantee hereinafter contained.

We, the ____ Bank (hreinafter called “the Bank”)do here by unconditionally agree with the company that if the contractor shall in any way fail to obvserv or perform the terms and conditions of the said contract or shall commit any breach of its obligation there under, the Bank shall on demand and without any objection or demur pay to the company the said sum of Rs. _____ or such portion as shall them remain due with interset without requiring the company to have recourse to any legal remedy that may be availblle to it to compel the Bank to pay the sum, or calling on the company to compel such paument by the contractor.

Any such demand shall be conclusive as regards the liability of the contractor to the company and as regards the amount payable by the Bank under this Guarantee. The Bank shall not be entitled to withhold payment on the ground that the contractor has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between the company and the contractor regarding the claim.

We , the _____ Bank further agree that the Guarantee shall come into force from the date hereof and shall remain in force and effect till the period that will be taken for the performance of the said contract which is likely to be _____ day of _____ but if the period of contract is extended either pursuant to the provisions in the said contract or by mutual agreement between the contractor and the company the Bank shall renew the period of the Bank Guarantee failing which it shall pay to the company the said sum of Rs. _____ or such lesser amount of the said sum of Rs. _____ as may be due to the company and as the company may demand. the Guarantee shall remain in force until the dues of the company in respect of the said sum of Rs. _____ and interest are fully satisfied and the company certifies that the contract has been fully carried out by the contractor and discharged the guarantee. The Bank further agrees with the company that the company shall have the fullest liberty without consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of the said contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the company against the contractor and to forbear to enforce any of the terms and conditions relating to the said contract and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the contractor or to any forbearance, act or omissions on the part of the company or any indulgence by the company to the contractor or any other matter or thing whatsoever which under the relating to sureties would but for this provision have the effect of relieving or discharging the Guarantor.

The Bank further agrees that in case this Guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above, the Bank shall pay to the company the said sum of Rs. _____ or such lesser sum as may then be due to the company and as the company may require.

Notwithstanding any thing contained herein the liability of the Bank Under this Guarantee is restricted to Rs. _____ the guarantee shall remain in force till the day _____ of _____ and unless the Guarantee is renewed or claim is preferred against the Bank within six months from the said date all rights of the company under this Guarantee shall cease and the Bank shall be relieved and discharged from all liabilities hereunder except as provided in the preceding clause.

The guarantee will not be discharged due to the change in the constitution of the Bank or the contractor.

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

Dated this _____ day of _____ 200

Signature of the authorised person

For and on behalf of the Bank .

Place:

Under Jurisdiction of Dhanbad Court only.