

BHARAT COKING COAL LIMITED
(A Subsidiary of Coal India Limited)
Regd. Office: Koyla Bhawan
OFFICE OF THE CHIEF GENERAL MANAGER (E & M)
E & M DEPARTMENT
KOYLA NAGAR, DHANBAD.

PART – I

(TO BE SUBMITTED IN SEPARATE ENVELOPE)

1. Name of work : ERECTION & COMMISSIONING OF CHP
COMPLETE WITH FEEDER BREAKER
AND BELT CONVEYOR AT SENDRA
BANSJORA SIDING OF SIJUA AREA.
2. Name of Tenderer :
Address :

Contact No. (Tel / Mob.) :
3. **N.I.T. Reference** : **BCCL/CGM(E&M)/F-Tender /11/165 - 214** **Dated:-05.01.11**
4. Date & Time of submission
of Tender. : **10.02.11 Up to 03.30 PM.**
5. Date & Time of opening
of Tender. : **10.02.11 at 04.00 PM.**
6. Details of E.M.D. : No. Date
7. Money Receipt No. : No Date
(for issue of tender Paper)
8. Documents issued to : i) Tender Notice (3 pages)
Tenderers. ii) Tender documents (pages Numbered from. 4 to 53)

SIGNATURE OF ISSUING OFFICER



BHARAT COKING COAL LIMITED

A Subsidiary of Coal India Limited

भारत कोकिंग कोल लिमिटेड

(कोल इण्डिया लिमिटेड का एक अंग)

E & M Department

Koyla Nagar, Dhanbad - 826 005 (Jharkhand State) India

Ref.No:-BCCL/CGM(E&M)/F- Tender / 11 / 165-214

Date: 05.01.2011

NOTICE INVITING TENDER

Sealed tender on percentage basis are invited from experienced and eligible contractors for the work: - Erection & commissioning of CHP complete with Feeder Breaker & Belt Conveyor at Sendra Bansjora Siding of Sijua Area.

Estimated cost	Earnest money	Cost of tender paper	Contract Period.
Rs,6564558.55	Rs,65645.58	Rs,2000.00	04 (Four) Months.

Availability of Tender documents from the office of GM(E&M) Crushing/WB/Dispatch:

From 14.01.11 to 07.02.11.

Tender documents will be issued on all working days during working hours except on Sundays & holidays. In the event of the specified date for submission/opening of bids being declared a holiday the bids will be received/opened on the appointed time on the next working day. The tender document is also available on Website <http://bccl.cmpdi.co.in> and can be downloaded.

Receipt of Tender in Tender Box at CISF Post,near Koyla Bhawan gate, Koyla Nagar, BCCL, Dhanbad.

a) The Tenders will be received on **10.02.11 up to 3.30 PM in Tender Box.**

b) The Tenders received will be opened at **4.00 PM in the office of the CGM(E&M),BCCL,HQ.**

1) Eligibility criteria :-

Proveness Criteria.

Feeder Breaker manufacturer or their authorized agency having experience of renovation/repairing of Feeder Breaker including Mechanical, electrical, civil,& other related works.

OR

Firms having experience of erection, installation and commissioning of Feeder Breaker including ,mechanical, electrical, civil & other related works.

a) The intending tenderer must have in its name as a prime contractor experience of having successfully completed similar works during last 7 (seven) years ending last day of month previous to the one in which bid applications are invited (i.e. eligibility period) should be either of the following :-

Three similar completed works each costing not less than the amount equal to 40% of the estimated cost. OR

Two similar completed works each costing not less than the amount equal to 50% of the estimated cost. OR

One similar completed work costing not less than the amount equal to 80% of the estimated cost.

Similar work means : The agency should have experience of having executed similar work as mentioned above in "PROVENESS CRITERIA.

b) Average annual financial turnover of civil works during the last 3 (three) years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost.

The intending tenderer must submit documentary evidence in support of eligibility criteria mentioned above, in the form of certified copy of work order, completion certificate, payment certificates/vouchers etc. indicating the period of work for which the payment has been made duly signed by him/them.

Note:- (i) Provision under eligibility criteria 1. (a) shall also include those similar work which have been started earlier than eligibility period of tender but completed during the eligibility period as per NIT
(ii) As per eligibility criteria specified under Sl.No.1(a). Pre-qualification shall be done based on experience of successfully completed works and not on experience of work in progress.

2) Sealed Tenders/bids have to be submitted by the Tenderers in four envelopes duly sealed in, in one outer envelope indicating full postal address and telephone nos. of the Tenderers. Four envelopes as mentioned above will consist of : (i) Envelope for cost of Tender Document & under taking (incase Tender Document is down loaded from Website),(ii) Envelope for earnest money deposit,

(2)

iii)Envelope for Techno commercial bid (Part-I) and (iv) Envelope for Price bid (Part-II) Outer sealed envelope will be marked as “ Bidding Document for Erection & Commissioning of CHP complete with Feeder Breaker and Belt Conveyor at Sendra Bansjora siding of Sijua Area.”

Part-II- Price bid only in the format given in the Tender Document.

3) The tender will be received on 10.02.11 Up to 3.30 P.M. at C.I.S.F. Post, near Koyla Bhawan gate, Koyla Nagar, BCCL, Dhanbad and will be opened at 4.00 P.M. on the same day in presence of the intending tenderer or their authorized representative in the Office of Chief General Manager (E&M) BCCL,HQ,Koyla Bhawan Dhanbad, Only part-I will be opened on this date.

The Part-I will be opened only after receipt of EMD and in case of downloaded tender, the cost of tender document too.

The part-II will be opened only after the department is satisfied that the eligibility criteria, bid capacity & other terms & conditions as fixed in the NIT & Tender Document are fulfill **i.e. on acceptance of part-I.**

4) The earnest money is to be deposited as per detail given in the tender documents.

5) Sales Tax clearance certificate copy shall be **attested by a Gazetted Officer** of the Govt. (Central or State) & TIN No..

6) The tenderers have to submit Permanent Account No. (PAN) of Income Tax.

7) Conditional tenders will not be accepted.

8) Issuance of tender documents does not mean that the parties are considered qualified.

9) The experience as given in the eligibility criteria should be in the name and style in which tender is filled. The experience in the name of some other firm/company will not be considered for this purpose.

10) **Validity of Bid:** For the Bid submitted rates offered in Part-II, should be valid for 120 days from the date of opening of the Techno commercial Bid (Part-I)

11) The management of BCCL reserves right to reject any or all tender or split the work among two or more tenderers without assigning any reasons whatsoever.

12) **Other details may be obtained from detailed tender notice/tender documents/website <http://bccl.cmpdi.co.in>**

13) If tender document has been downloaded from the above mentioned website, the tenderers are required to deposit along with their tender, a Bank Draft of any Nationalized / Schedule Commercial Bank drawn in favour of ‘ Bharat Coking Coal Limited’ payable at its branch at Dhanbad exclusively towards the cost of Tender Document for the amount indicated as above without this the Tender will be out rightly rejected. Any Bank Draft, prepared after the scheduled closure of sale of Tender Document ie **07.02.11** it (Tender Document) may be liable for rejection.

14) The contents of the Tender Documents available in our offices, shall be deemed as authentic .The bidder will be required to submit an undertaking that they will accept the tender document as available in the web-site and their tender shall be rejected if any tampering is there in the tender document thus submitted.

15) The Bank draft towards the cost of Tender Document(application fee) and the under taking of the Tenderer(as stated above) shall be submitted in a separate envelop marked “ Cost of Tender Document and under taking “ and not with Part-I or EMD and definitely not with Part-II.

16) The Bidders are required to sign the Integrity Pact as per format given in the Tender Document

Part- I(Annexure –VIII)

Name & address of independent external monitor is as follows.

S.No.	Name.	Address.
1.	Sri-D.Bandhopadhyay. IAS(Retd.)	GD-89, Sector – III. Salt Lake, Kolkata-700016.

17) The Company is not under obligation to accept the lowest Tender/Tenders & reserves the right to reject any or all the Tenders without assigning any reason whatsoever & also to distribute the work & allot the work / works to more than one Tenderer, at its sole discretion.

CHIEF GENERAL MANAGER(E&M)

Copy to :-

- 1) All CGMs/GMs/of Areas including Washery Zones, of BCCL, for wide circulation through display in the Notice Board.
- 2) D(T) OP/D(T)P&P/D(F)/D(P)/CVO.BCCL.
- 3) CGM(Co-Ordn)/GM(E&M)/CGM(S&M)/CGM(F)/GM(CMC)/GM(P&P),Koyla Bhawan.
- 4) Sr,ES to CMD-for kind information of CMD.
- 5) General Manager (Civil), CED, Koyla Nagar.
- 6) HOD(Admn.), BCCL, Koyla Nagar- With a request to display this NIT in Koyla Bhawan Notice Board.
- 7) GM(System),BCCL for logging of NIT on Website on or before the commencement of sale i.e. **14.01.11**.The down loading facility of Tender Document should be made available during the period of sale of tender document only.Soft copy of the same is enclosed.
- 8) AM(E&M), Sijua Area.
- 9) AFM, Sijua Area.
- 10) ACE, Sijua Area.
- 11) Inspector I/C, CISF, Koyla Bhawan- With a request to deploy security personnel at the office of CGM(E&M) Koyla Bhawan,Level-IV,on **10.02.11** from **09.30.am** to **04.00PM**.till completion of the meeting.
- 12) Builders Association of India, Central Akashkinaree Kanta, Katras Garh, Dhanbad-828113.
- 13) PRO, BCCL – with 10 copies for wide publication of the following abridged NIT in News Paper as per BCCL norms on or before **14.01.11**, and also arrange to send the paper cutting to this office.as well as display in Website.
- 14) Sri-D.Bandhopadhyay, IAS(Retd.),GD-89, Sector- III,Salt lake, Kolkata-700016.

NIT Ref No. : BCCL/CGM(E&M)/F-Tender /2010-11/ 165 - 214

Date : 05.01.11.

Tenders for the following work are invited by E&M Deptt., BCCL, Koyla Nagar on behalf of BCCL Management.

Name of Work :- Erection & commissioning of CHP complete with Feeder Breaker & Belt conveyor at Sendra Bansjora Siding of Sijua Area.

Estimated cost	Earnest money	Cost of tender Document.	Contract Period.
Rs,6564558.55	Rs,65645.58	Rs, 2000.00	04 (Four) Months

All other details i.e. Estimated cost of work, Completion period, E.M.D. etc. can be seen on Company's Website <http://bccl.cmpdil.co.in>

The Sale period for tender documents : from 14.01.11 to 07.02.11.

Date of receipt of tender : on 10.02.11. up to 3.30 PM.

Date of opening of Tender : on 10.02.11. at 4.00 PM.

15)Notice Board.

16) Kolkata offices of all Subsidiaries.

DETAILED TENDER NOTICE

1. Sealed tenders in prescribed forms and parts with the name of works superscribed as "Erection & Commissioning of CHP complete with Feeder Breaker & Belt Conveyor at Sendra Bansjora Siding of Sijua Area" N.I.T. Ref. No. BCCL /CGM (E&M) /F-Tender /165 - 214 /2010-11. Date- 05.01.11 on each of the envelopes are invited from bonafide and experienced contractors and will be received at CISF Post near Koyla Bhawan gate, Koyla Nagar ,BCCL, Dhanbad up to **03.30 P.M. on 10.02.11**. All tenders will be opened at **04.00 P.M. on 10.02.11** in the presence of the intending tenderers or their authorized representatives who wish to be present .Only Part-I, will be opened on the schedule date and time.

After opening the main cover the envelope containing cost of Tender Document (incase tender is down loaded from website) and envelope containing earnest money will be opened first & if these are found in order as per requirement of NIT then only the Techno commercial Bid (Part-I) of the Tender to be opened. Otherwise the Tender is to be rejected without opening Part-I.

If in the process one Tender emerges as valid Tender after opening of envelope containing cost of tender document (in case tender is down loaded from web site) and envelope containing Earnest Money, the Techno Commercial Bid (Part-I) is not to be opened and the same should be treated as single Tender and processed as per provision for processing single tender.

Part-II (Price Bid) of only those tenders whose techno- commercial offer are acceptable will be opened. The date and time of opening of such bids will be communicated accordingly.

2 (a) Tenders should be submitted in the prescribed form in time. These forms together with the proposed contract document including specifications and tender drawings (if available) may be obtained from the office of GM(E&M) Crushing/WB/Dispatch during normal working hours on payment of **Rs. 2000.00 (Rupees Two Thousand Only)** (non-refundable) as Application Fee for each set. The payment may be made either in Cash or by Bank Draft drawn in favour of Bharat Coking Coal Ltd. On Nationalized Bank payable at .Dhanbad. General specification and description of work is enclosed with the tender document.

2 (b) Any Bids received after the deadline prescribed at Clause 1 above due to any reasons whatsoever will not be accepted. In the event of the specified date for the submission of bids being declared a holiday by the employer, the bids will be received up to the appointed time on the next working day.

2.(c) Tenders thus submitted shall consist of the following:

- i. Complete set of tender documents as sold, duly filled in and signed on all pages and at different Places as required of the tender documents including Part I & Part II of the tenders as per the tender notice as applicable.
- ii) Sales-tax clearance certificate copy attested by a Gazetted Officer of the Govt. (Central or State) & TIN No
- iii). PAN (Permanent I. Tax Account Number)
- iv) Earnest money deposit (as specified hereafter)
- v) Power of Attorney in the case the tender is signed by an authorized representative of the tenderer.
- vi) Full name and address of the tenderer shall be written on the bottom left hand corner of the sealed covers.
- vii) Every Tenderer will have to submit a declaration in support of the authenticity of the credentials submitted by him along with the Tender in the form of an AFFIDAVIT as per the format provided at ANNEXURE VI.

2 (d) The tender document in which the tender is submitted by the tenderer shall become the Property of the Company and the Company shall have no obligation to return the same to the tenderer.

2 (e) The Tender shall be submitted,

Sealed Tenders/bids have to be submitted by the Tenderers in four envelopes duly sealed in, in one outer envelope indicating full postal address and telephone nos. of the Tenderers. Four envelopes as mentioned above will consist of : (i) Envelope for cost of Tender Document & under taking (incase Tender Document is down loaded from Website),(ii) Envelope for earnest money deposit,(iii) Envelop for Techno commercial bid (Part-I) and (iv) Envelope for Price bid (Part-II) Outer sealed envelope will be marked as “ Bidding Document for erection & commissioning of CHP complete with Feeder Breaker at Sendra Bansjora siding of Sijua Area.”

Part-II- Price bid only in the format given in the Tender Document.

The bidders, who will download the tender documents from the website of the company, will be required to pay the cost of tender documents (Application Fee) by Bank Draft as per NIT at the time of submission of tenders.

The bidders will be required to submit an undertaking that they will accept the tender documents as available in the website and their tender shall be rejected if any tampering in the tender document is found to be done at the time of opening of tender.

The Bank Draft towards the cost of tender documents (Application Fee) and the undertaking of the tenderer as above shall be submitted in a separate envelope marked “Cost of Tender Documents and the Undertaking” as stated above.

In case of any discrepancy between the tender documents downloaded from the web site and the master copy available in the office, the latter shall prevail and will be binding on the tenderers. No claim on this account will be entertained.

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

2 (f) Each bidder shall submit only one bid for one package. A bidder who submits or participates in more than one bid (other than as sub-contractor or in case of alternatives that have been permitted or requested) will cause all the proposals with the bidders’ participation to be disqualified.

3. Earnest Money/ Bid Security @1% of the estimated cost (rounded of to nearest hundred rupees subject to maximum of Rs. 50 lakhs) is to be deposited in the form of irrevocable Bank Guarantee (from any Nationalized /Scheduled Bank) with validity 28 days beyond the validity of the Bid in the format given in the Bid Document in a separate envelope along with the tender. Certified Cheques and Demand Drafts will also be acceptable as Earnest Money/ Bid Security drawn in favour of Bharat Coking Coal Limited on any scheduled Bank payable at its branch at Dhanbad. This is to be submitted in a separate envelope along with the tender. Earnest Money/ Bid Security of the unsuccessful bidder shall be refunded as promptly as possible after opening of Price Bid and finalization of the tender and shall bear no interest.

4. No tender shall be considered unless accompanied by the said Earnest Money.

5. The earnest money will be retained in the case of successful tenderer and refunded to the unsuccessful tenderer in due course and will not carry any interest. The unsuccessful bidder for this purpose means the bidder 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. The earnest money deposited by the successful tenderer will be dealt with as provided elsewhere in the tender documents.

6 (a) 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.

6 (b). Every tenderer is expected, before quoting his rates, to go through the requirements of materials/workmanship under specification/requirements and conditions of contract and to inspect the site/area of the proposed work.

In case of item rate tender a schedule of quantities is enclosed with the tender document. He should quote specific rate for each item in the schedule and the rates shall be in rupees and paise. The rates shall be written both in words and figures and the unit in the words and the amount against each item totaled. In the event of any discrepancy between the description in words and figures, the description in words will prevail. The rates for the work should be inclusive of all incidentals, overheads, all taxes, Octroi's, duties, leads, lifts, carriage, tools & plant etc. as required for execution and completion of the work. It shall be deemed that the tenderer has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether they actually visited the site/area or not and have taken all the above factors into account while quoting his rates.

7 (a) Corrections where unavoidable, shall be made by crossing out and rewriting duly authenticated with full signature and date by the tenderer. Erasing or over-writing in the tender documents may disqualify the tender.

7 (b) Language of the bid in English or in Hindi.

7 (c) Cost of Bidding: The bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible and liable for those cost

8. The tenderer shall closely study all specification in detail, which govern the rates for which he is tendering.

9. Sales-tax clearance certificate for the last financial year or the last assessment whichever is later or proof of filing the returns for the previous financial year should accompany the tender.

10. The work should be completed within 04 (Four) months, from expiry of ten (10) days from the issue of letter of acceptance of tender/work order or handing over the site or handing over reasonable number of working drawings to the contractor or the period of mobilization allowed in the work order for starting the work in special circumstances, whichever is latest.

11. The Tenderer will have to stand a guarantee of six months for the workmanship of entire CHP from the date of commissioning.

12. On completion of the work all rubbish, debris, brick bats etc. shall be removed by the contractor(s) at his/their own expense and the site cleaned and handed over to the company and he/they shall intimate officially of having completed the work as per contract.

13. The Company does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders without assigning any reasons whatsoever and to split up the work between two or more tenderers or accept the tender in part and not in its entirety.

14. The tenderer(s) will indicate the equipment/machinery/ vehicles he/they is/are going to use on this job and also give adequate evidence of experience in doing similar works and financial capacity to complete the work in time.

15. The tenderer(s) should also state what technical/ supervisory personal he/they would be employing for supervising the work.

15 (a). Full information should be given by the tenderer in respect of following:

- i) If an individual : Full Name.
Postal Address.
Place of Business.
- ii) If proprietary firm : Name of the Proprietor.
Full postal address of Firm/Proprietors.
- iii) If partnership Firm : Full name of Partners.
Full postal address of the registered office of Firm & the Partners.
- iv) In case of Company : Date & place of Registration.
Memorandum & articles of Association.
Name of all the Directors.
Full postal address of the registered office & all Directors.

P/7

- v) Joint Venture : Two or three Companies/Contractors participating in the Tender as Joint Venture Should submit Firm-wise participation details, Bankers name, execution of work With details of contribution of each and all other relevant details.

ELIGIBLE TENDERERS:

b) The invitation for Bids is open to all Bidders eligible to participate as per qualifying criteria laid down separately.

c) A consortium or a joint Venture Company may undertake the contract.

In case the bidder is a consortium of two or more parties, as members, either of the members or combination of members together should meet the eligibility criteria.

Members of the consortium shall enter into a Memorandum of Understanding (MOU) for the purpose of this project, which shall be submitted by the bidder along with tender. If the successful bidder is a joint Venture or a consortium, then all partners of the joint Ventures or all members of the consortium shall be required to be signatories to the contract agreement. **The Consortium shall comply with the following requirements.**

- i) Authorization in favour of leader of the Consortium shall be evidence by submitting with the bid a power of Attorney signed by legally authorized signatories of each Consortium member and shall be responsible for the scope of the work of individual companies and the lead member will be solely responsible and liable for execution of the project and fulfillment of all consortium for the purpose of submission of Tender, consent letters from consortium members need to be submitted.

Joint Venture/ Consortium : Two or three companies / contractors may be jointly undertake contact / contracts. Each entity will be jointly responsible for completing the task as per the contract.

Name of the all Partners of a Joint venture/Consortium
1. Lead Partner.
2. Partner.
3. Partner.

Notes: Joint venture/Consortium must comply the following requirements:

i) Following are the minimum qualification requirements for joint venture/Consortium:

a) The qualifying criteria parameter i.e. experience, financial resources etc. of the individual partners of the J.V/consortium will be added together.

ii) The formation of joint venture / Consortium 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/Consortium Agreement (JV Agreement) providing the joint and several liabilities with respect to the contract.

iv) The pre-qualification of a joint venture/Consortium 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/consortium each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employee.

v) The bid submission must include documentary evidence to the relationship between joint venture/consortium partners in the form of JV/consortium 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/consortium. Such JV/consortium 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/consortium 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/consortium 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 /consortium Partners.

ix) An entity can be a partner in only one Joint Venture/consortium. Bid submitted by Joint Venture/consortium including the same entity as partner will be rejected.

x) The JV/consortium 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 bid the value of the contract to that extend to individual partner for subsequent submission in other bids if the intends to do so for the purpose of the qualifications in that tender.

xi) Documentary evidence of formation of the joint venture/consortium company must be included with the bid.

xii) A party can be a member in only one joint venture/consortium company. Bids submitted by other joint venture/consortium company including the same party as member will be rejected. Separate bid by a member of a joint venture/consortium company will not be accepted.

d) At the time of submitting applications, the prospective bidders individually must not be involved in any litigation (Other than in its ordinary course of business) whatsoever. A declaration to this effect is to be submitted by the bidder(s) along with the tender.

e) All application must be supported by documentary evidence in respect of clauses as well as by

i. Audited Balance Sheet of the Company (in case of JV or Consortium, of each constituent) for the last three years and

ii. List of Client(s) of similar nature

f) ONE BID PER BIDDER;

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 consortium or a public limited firm. A bidder who submit or participates in more than one bid (other than as a sub contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the bidders participation to be disqualified.

16) Change in Constitution of the Contracting Agency:

Prior approval in writing of the company shall be obtained before any change is made in the constitution of the contracting agency, otherwise it will be treated as a breach of Contract.

17. Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenders submitted by such tenderers who resort to canvassing shall be liable for rejection.

17 (a) Every Tenderer will have to submit a declaration in support of the authenticity of the credentials submitted by him along with the Tender in the form of an AFFIDAVIT as per the format provided at ANNEXURE V.

17 (b) If a Tenderer deliberately provides wrong information or submits false credentials in support of his qualifications, the Company reserves the right to terminate/rescind the contract, forfeit the EMD and other dues of the contractor and to take any other action as may be deemed fit.*

18 (a) An intending tenderer, after obtaining tender documents on payment of Application Fee, having doubts as to the meaning of any part of the tender documents may submit to the official inviting tender a written request for interpretation or clarification thereof. Any interpretation or clarification of the tender documents by formal addendum if issued by the official inviting tender, shall be final and valid and binding on the company and the tenderers.

19. Tender Evaluation & Bid Assessment:

The Tenders received will be scrutinised and evaluated by a duly constituted Tender Committee.

The Tender Committee will examine the Comparative Statements prepared by the concerned technical department and will satisfy itself that all aspects/conditions of each offer has been properly evaluated with respect to financial implications etc.

Tenders received without Earnest Money will be rejected.

The deviations from the commercial terms & conditions & the Tender specifications are scrutinised before opening of price bids. Normally no deviations in the commercial terms & conditions will be accepted.

However, the Tender Committee may decide to scrutinise the different conditions given by the tenderers and formulate and freeze the acceptable conditions and intimate all the tenderers about the same and give them an opportunity to revise their price bid if necessary before opening the same.

The Price Bids are opened at the time and place fixed for the same in presence of the tenderers & committee members and due information for opening of Price Bid is to be given to all concerned. In case where the tenderes are given opportunity to revise their Price Bids, only the revised price bids are opened and the original Price Bids are to be kept intact in the custody of the company.

The Price Bids of the tenderers will have no condition. The Price Bids which are incomplete & not submitted as per instructions given in the Tender Document will be rejected.

No document presented by the bidder after the closing date & time of the bid will be taken into account unless it is of purely technical nature which has no bearing financially on the contract & which does not seek major changes in the technical specifications given in the bid documents. If a bidder offers a rebate unilaterally after the closing date & time of the bid, it will not be taken into account for evaluating purposes by the Tender Committee, but if that bidder emerges as the lowest evaluated, the rebate offered will be taken into account for determination of the total offer.

If the bid of the successful bidder is seriously unbalanced in relation to the estimate of the cost of work to be performed under the contract, the company may require the bidder to produce detailed price analysis for any or all items of the Bill of quantities to demonstrate the internal consistency of these prices with the construction method and the schedule proposed. After evaluation of the price analysis, the company may require that the amount of the performance security/security deposit is increased at the expense of the successful bidder to a level sufficient to protect the company against financial loss in the event of default on the part of the successful bidder under the contract.

20. Banned or delisted Contractors:

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

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

21(a) The validity period of the tenders shall be 120 days from the date of opening of the Techno Commercial bid(Part-I)

The tenderer shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender or any terms/conditions thereof without consent in writing of the company. In case the tenderer violates to abide by this, the Company will be entitled to forfeit the Earnest Money and reject the tender.

21 (b) The Company reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.

22. The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.

23. This detailed Tender Notice shall be deemed to be part of the Contract Agreement/Work Order.

24. No subletting of work as a whole by the contractor is permissible. Subletting of work in piece rated jobs is permissible with the prior approval of the department.

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

25. In case the contractor enters into any litigation, such action should have to be taken in a court of law with jurisdiction at Dhanbad district only.

The dispute or difference of opinion arising between the BCCL & the successful bidder in the respect of site plans, specifications, measurements, manner of execution or anything connected with the work, not specially provided for here under or in respect of meaning of any clause of the terms & conditions of Tender document shall be tried to be decided by mutual discussion first. Thereafter if not settled will be referred to concerned Director of the Company for settlement & decision.

Thereafter if not settled shall be decided by ‘CIVIL COURT ‘ of competent jurisdiction at Dhanbad District only and not by arbitration.

LEGAL JURISDICTION

Matter relating to any dispute or difference arising out of this Tender & subsequent contract awarded based on the bid shall be subject to the jurisdiction of Dhanbad Court only.

GENERAL TERMS AND CONDITIONS

1. Definitions

- i) **"Employer"** or "Company" means the Coal India Limited or any of its subsidiaries who will employ the contractor represented by the appropriate authority.
- ii) **"Principal Employer"** means the Coal India Limited or any of its subsidiaries or the officer nominated by the Company to function on its behalf.
- iii) The word **"Contractor/ Contractors"** wherever occurs means the successful tenderer/ tenderers who has/have deposited the necessary Earnest money and has/have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or Company, as the case may be.
- iv) **"Site"** means the land and places including any building and erection thereon, over, under, in or through which the Permanent works or Temporary works designed by the Engineer in Charge are to be executed and any other lands and places provided by the Employer for working space or any other purpose as may be specifically designated in the Contract as forming part of the site.
- v) The term **"Sub-Contractor"** as employed herein, includes those having a direct contract with Contractor either on piece rate, item rate, time rate or any other basis and it includes one who furnishes work to a special design according to the plans or specifications of this work but does not include one who merely supplies materials.
- vi) **"Accepting Authority"** shall mean the management of the company and includes an authorized representative of the company or any other person or body of persons empowered in this behalf by the company.
- vii) **"Engineer-in-charge"** shall mean the officer nominated by the company in the Civil Engineering /E&M cadre/ discipline who is competent to direct supervisors and authorised to be in charge of the works for the purpose of this contract. The Engineer in Charge /Designated Officer in Charge who is of an appropriate seniority, will be responsible for supervising and administering the contract, certifying payments due to the contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. The Engineer in Charge /Designated Officer in Charge may further appoint his representatives i.e. another person/Project Manager or any other competent person and notify to the contractor who is directly responsible for supervising the work being executed at the site, on his behalf under their Delegation of Powers of the company. However, overall responsibility, as far as the contract is concerned ,will be that of the Engineer in Charge/Designated Officer in Charge.
- viii) The **"Contract"** shall mean the notice inviting tender, the tender as accepted by the Company, the work order issued to the contractor, and the formal contract agreement executed between the company and the contractor together with the documents referred to therein including general terms and conditions, special conditions, if any, scope of work, frozen terms & conditions/technical parameters/scope of work and revised offer, if any, specifications, drawings, including those to be submitted during progress of work, schedule of quantities with rates and amounts.
- ix) A **"Day"** shall mean a day of 24 hours from midnight to midnight.
- x) The **"Work"** shall mean the works required to be executed in accordance with the contract/work order or parts thereof as the case may be and shall include all extra or additional, altered or substituted works or any work of emergent nature, which in the opinion of the Engineer-in-charge, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.

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- xi) **"Schedule of Rates"** referred to in this conditions shall mean the standard schedule of rates prescribed by the company and the amendments issued from time to time.
- xii) **"Contract amount"** shall mean:
- a) in the case of turnkey contracts the total sum for which tender is accepted by the company.
 - b) in the case of other types of contracts the total sum arrived at based on the individual rates quoted by the tenderer for the various items shown in the "Schedule of Quantities" of the tender document as accepted by the Company with or without any alteration as the case may be.
- xiii) **"Written notice"** shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in persons to the individual or to a member of the contractors firm or to an office of the company for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.
- xiv) **"The constructional plant"** means all appliances, tools, plants or machinery or whatsoever nature required in or about the execution, completion or maintenance of the works but does not include materials or other things intended to form part of the permanent work.
- xv) **"Letter of Acceptance of Tender"** means letter giving intimation to the tenderer that his tender has been accepted in accordance with the provisions contained in that letter.
- xvi) **"Department"** means the Civil Engineering Department of Coal India Limited or any of its subsidiary companies/units represented by the appropriate authority.
- xvii) **"Act of insolvency"** means as it is designed by Presidency Town Insolvency Act or Provincial Insolvency Act or any act amending such originals.
- xviii) The words indicating the singular only also include the plural and vice-versa where the context so requires.

2. Contract Documents:

The following documents shall constitute the contract documents :

- i) Notice Inviting Tender/Detailed Tender Notice.
- ii) Articles of Agreement / Letter of Acceptance of Tender/ Work Order.
- iii) General Terms & Conditions of contract/ Commercial Terms & Conditions of contract.
- iv) Additional Terms & Conditions of contract, if any.
- v) Specifications.
- vi) Schedule of quantities (or Bill of Quantities)/ Schedule of work/ Scope of work and schedule of deviation *(to be provided by the contractor.)*
- vii) Frozen terms & conditions / technical parameters/ scope of work and revised offer, if any.
- viii) Contract drawings and work programme.
- ix) Safety Code etc. forming part of the tender.

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

2.1 The contractor shall enter into and execute contract agreement in the prescribed form (ref. format at ANNEXURE VII). The cost of the stamp papers for the contract agreement shall be borne by the contractor. Two sets of contract document/agreements shall be prepared and signed by both the parties One of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy will be supplied to the contractor free of cost and the original is to be retained by the company. For any additional copies required by the contractors the price to be charged would be that of the cost of the Tender Document (Application Fee).

All additional copies should be certified by the Engineer in Charge.

The contractor shall keep copy of these documents on the site/place of work in proper manner so that these are available for inspection at all reasonable times by the Engineer-in-charge, his representatives or any other officials authorized by the company for the purpose.

2.2 The contract document shall not be used by the contractor for any purpose other than this contract 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 Tender Evaluation & Bid Assessment
[Refer clause 19 of Detailed Tender Notice]

2.4. Abnormally High Rate (AHR) & Abnormally Low Rate (ALR) Items.

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

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

ii) Variation in Quantity on quoted rate during execution for AHR & ALR items shall be permitted up to +/- 25% (+25% for AHR & -25% for ALR) of the quantity provided for items of work below plinth level & +/- 5% of the quantity provided for items of work above plinth level respectively.

iii) Quantity variation beyond the limit mentioned at ii) above shall be dealt by arriving at new rate based on prevalent market rates of materials & labor analyzed as per standard analysis of rate of N.B.O./ C.P.W.D. Payment of extra quantity over the permitted quantity of +/-25% and +/-5%(as the case may be) would be made on the basis of the new analyzed rate.

iv) For identified abnormally low rate (ALR) items, the contractor will be required to deposit with the company the difference in amount calculated between the departmental justified rate multiplied by the quantity of a particular ALR item and the ALR rate quoted by the contractor multiplied by the quantity of the same item.

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

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

2.5 Acceptance of Offer :

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

2.6 Banned or delisted Contractors: [Refer clause 20 of Detailed Tender Notice]

3. Discrepancies in contract documents & Adjustments thereof

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

- a) Description in Bill of Quantities of work.
- b) Particular specification and special conditions, if any
- c) Drawings.
- d) General specifications.

3.1 In the event of varying or conflicting provision in any of the document(s) forming part of the contract, the Accepting Authority's decision/clarification shall hold good with regard to the intention of the document or contract as the case may be.

3.2 Any error in description, quantity or rate in Bill of Quantities or any omission 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 amount worked out 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) when the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or words, then the rates quoted by the Contractor in words shall be taken as correct.
- d) in the case of percentage rate tender, the Contractors are required to quote their rates both in amount as well as in the percentage below/above the rates entered in the Schedule. In such cases in the event of Arithmetical error committed in amount by the contractor, the tender percentage and not the amount should be taken into account.
- e) 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 alongwith other tender/tenders. Rounding off to the nearest rupee should be done in the final summary of the amount instead of in totals of various sections of the offer.

4. Security Deposit:

4.1.1 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.

4.1.2 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 as stipulated.
- Demand Draft drawn in favour of BHARAT COKING COAL LIMITED on any Scheduled Bank payable at its Branch at Dhanbad.

The Earnest Money/ Bid Security deposited in the form of Bank Guarantee shall be discharged when the Bidder has signed the Agreement and furnished the required Performance Security/ Security Deposit. The bid security deposited in the form of Demand draft/ cash shall be adjusted against the security deposit.

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

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

4.2.2 . 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. Retention Money should be deducted at 5% from running bills.

4.3 The Bank Guarantee towards security deposit shall be acceptable only for values above Rs.50, 000/- and the Bank Guarantee shall also be valid for a minimum period of one year or ninety days beyond the period of contract, whichever is more.. Bank Guarantee is to be submitted in the format prescribed by the company. Bank Guarantee shall be irrevocable and will be from amongst the list of Banks (Scheduled Banks) provided in the bid document.

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

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

4.5 On completion of the entire work and issue of defect liability certificate (taking over certificate with a list of defects) by the Engineer-in-charge, one half of the security deposit remaining with the company shall be refunded. The other half shall be refunded to the contractor after issue of No Defect Certificate by the Engineer-in-Charge. on the expiry of Defect Liability Period of six months , subject to the following conditions:

- a) Any defect/defects in the work, if detected after issue of defect liability certificate is/are rectified to the satisfaction of the Engineer-in-Charge within the said period.
- 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 Engineer-in-Charge.

5. Deviations/Variations in Quantities and Pricing

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

5.1 The company through its Engineer In Charge or his representative shall, without radically changing the original scope and nature of the work, under contract, have power to make any alterations in or additions to or

substitution of the original specifications, drawings, designs and instructions that may appear to be necessary or advisable during the progress of the work.

The contractor shall be bound to carry out the works in accordance with the instructions given to him in writing by the Engineer In Charge or his representative on behalf of the company. Such altered or additional or substituted work, which shall form part of the original contract, shall be carried out by the contractor on the same terms and conditions in all respects on which they agreed to do the main work and at the same rate/rates as are specified in the contract/ work-order.

5.2 The right is reserved to cancel any items of work included in the contract agreement or portion thereof in any stage of execution if found necessary to the work and such omission shall not be a waiver of any condition of the contract nor invalidate any of the provisions thereof.

5.3 If the additional, altered or substituted work includes any class of work for which rate/rates is/are not specified in the contract/work order, rates for such items shall be determined by the Engineer In Charge as follows:

- a) In the case of percentage tenders, if the rate for the item of work executed is available in the company's approved SOR, it will be paid at the schedule rate plus or minus the accepted percentage as per contract,
- b) In case of item rate tenders, the rate for extra item shall be derived from the rate for similar item or near similar item of work available in the agreement schedule of work or by analysis of rates as at (c) below and the lower rate out of the above two shall be considered.
- c) In case the rate for extra item is to be derived by analysis of rate, the same shall be done by analysis on prevalent market rate of materials and labour based on standard norms of analysis of rate of N.B.O./C.P.W.D.
- d) In case of combined tender with partly item rate for non-schedule items & partly percentage tenders for SOR items, the rate for extra item shall be derived as at (b) above in case of non-schedule items rates and in case of percentage rates for SOR items the rate for extra item shall be derived as at (a) above.

In case of any difference between the contractor and the Engineer-In Charge as to the fixation of rates, the matter shall be referred to the accepting authority of the company i.e. CGM(C)/CGM(E&M)/GM(C) / GM(E&M) of the company or Area Engineer (C) / Area Manager (E&M) for the work awarded at Company Hqrs. level and Area level respectively, whose decision shall be final and binding on the contractor.

5.4 Payment for such deviated items (additional/ altered / substituted items of work or excess quantities of work beyond +/- 25% of the agreement schedule) shall be made in the contractors running on account bills, till the revised estimate regularising these items are sanctioned by the competent authority of the company, at the provisional rates and shall not exceed :

- a) 75% of the rate recommended by the Engineer In Charge to the accepting authority of the company i.e. CGM(C)/CGM(E&M)/ GM(C) / GM(E&M) of the company or Area Engineer (C) / Area Manager (E&M) of the Area , if the rate is directly available in the SOR of the company.
- b) 50% of the rate recommended by the Engineer In Charge to the accepting authority of the company, i.e. CGM(C)/ CGM(E&M)/ GM(C)/GM(E&M) of the company or Area Engineer (C)/ Area Manager(E&M) of the Area , if it is analyzed item rates based on prevalent market rates of materials and labor following NBO/CPWD norms.

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

5.6 The company through its Engineer In Charge or his representative, on behalf of the company, shall have power to omit any part of the work in case of non-availability of a portion of the site or for any other reason and the contractor shall be bound to carry out the rest of the work in accordance with the instructions given by the Engineer In Charge. No claim from the Contractor shall be entertained/ accepted 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/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 and the rate/rates to be paid for such deviations shall be resolved separately with the company as per the procedures/ norms laid down hereafter.

6. Time for Completion of Contract, Extension thereof, Defaults and Compensation for Delay

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

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

For the purpose of this detailed time and progress chart, the work shall be deemed to have commenced on the expiry of 10 (ten) days from the issue of Letter of Acceptance of Tender/Work Order or handing over the site of work or handing over reasonable number of working drawings to the contractor or the period of mobilisation allowed in the work order for starting the work in special circumstances, whichever is later.

6.1 If the contractor, without reasonable cause or valid reasons, commits default in commencing the work within the aforesaid time limit, the company shall without prejudice to any other right or remedy, be at liberty, by giving 15 days notice in writing to the contractor to commence the work, to forfeit the Earnest Money deposited by him and to rescind the Letter of Acceptance of Tender/Work Order.

Additionally, the Company will reserve the right to debar such defaulting Contractors from participating in future Tenders for a minimum period of 1 (One) year.

6.2 If the contractor fails to maintain the required progress in terms of the agreed time and progress chart or to complete the work and clear the site on or before the contract or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the company on account of such breach, pay as compensation (Liquidated Damages) @ half percent (1/2%) of the contract price per week of delay. The aggregate of such compensation/ compensations shall not exceed 10 (ten) percent of the total value as shown in the contract.

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

6.2.1 The company, if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time of completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension granted being with L.D, the company will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the contractor as agreed damages equivalent to half percent of the contract value of the works for each week or part of the week subject to a ceiling of 10% of the contract price.

6.2.2 The company, if not satisfied that the works can be completed by the contractor, and in the event of failure on the part of the contractor to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the contract.

6.2.3 The company, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.

6.2.4 In the event of such termination of the contract as described in clauses 6.2.2 or 6.2.3 or both, the company, shall be entitled to recover L.D. 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.

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

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

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

a) Force Majeure :

- i) Natural phenomena, including but not limited to abnormally bad weather, unprecedented flood and draught, earthquakes & epidemics.
- ii) Political upheaval, civil commotion, strikes, lockouts, acts of any Govt. (domestic/foreign) including but not limited to war, proprieties, quarantine embargoes.

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

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

b) Serious loss or damage by fire

c) Non-availability of stores which are the responsibility of the company to supply as per contract

d) Non-availability of working drawings in time, which are to be made available by the company as per contract during progress of the work

e) Delay on the part of the contractors or tradesmen engaged by the company not forming part of the contract, holding up further progress of the work

f) Non-availability or breakdown of tools and plant to be made available or made available by the company

g) The execution of any modified or additional items of work or excess quantity of work.

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

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

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

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

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

The opinion of the Engineer-in-charge that the period of extension granted by him is proper or necessary is not, however, final. If the contractor feels that the period of extension granted is inadequate he can appeal to the CGM(Civil)/ CGM(E&M) /GM(Civil)/ CE(Civil) of the company for consideration on the question whether the period of extension is or is not proper or necessary.

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

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

In case the contractor does not apply for grant of extension of time within 15(fifteen) days of the hindrance occurring in execution of the work and the department wants to continue with the work beyond the stipulated date of completion for reason of the work having been unavoidably hindered, the Engineer-in-charge can grant extension of time even in the absence of application from the contractor.

Such extension of time granted by the Engineer In Charge is valid provided the contractor accepts the same either expressly or implied by his actions before and subsequent to the date of completion. Such extension of time shall be without prejudice to Company's right to levy compensation under the relevant clause of the contract.

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

7. Material Supply & other facilities

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

7.2 If the steel is issued by the department, the wastage of steel shall be the barest minimum. The wastage allowed from theoretical quantity will be up to a maximum of 5% to cover the wastage due to cutting into pieces, bending and other factors. No cut pieces or scrap less than 2 mtr. in length will be taken by the department. Efforts should be made to use the cut pieces of 2 mtr. or above length as far as possible.

If the wastage of steel is more than the permissible variation mentioned above the cost of excess wastage made by the contractor shall be recovered at double the issue rates indicated above, or 115% of prevailing market rate including sales tax and general tax during the period of work, whichever is more.

No allowances shall be entertained on account of Rolling Margin for the steel either issued by the department or procured by the contractor.

7.3 If the cement is issued by the department, the variation of 5% will be permitted over the theoretical consumption of cement for value of work up to Rs.10.00 lacks and 3% for value of work above Rs.10.00 lacks. In the event of cement consumed is more/less than specified above, the recovery for the quantity of cement consumed in excess or less than the specified quantity shall be made at double the issue rate or 115% of prevailing market rate including sales tax and general tax during the period of work, whichever is more.

7.4 In case the department is not able to supply cement/steel as per the provisions of the contract, the Engineer In Charge may allow, with the approval of CGM(Civil)/ GM(Civil)/ CE(Civil) of the company, the contractor in writing for procurement of cement/ steel from the approved sources and the extra on this account including transport charges, if any, over the issue rate shall be reimbursed to the contractor on production of authentic documents. Transportation of cement/ steel from the place of purchase to the site of work and proper storage of cement/steel at site shall be contractor's responsibility. He should maintain proper account of cement/steel issued/procured by him and should allow inspection of his godown and his cement/steel account by the concerned Engineer-in-charge or any other authorized officers of the company. Contractor should draw materials from the company on the basis of actual requirement as assessed by the Engineer In Charge on "as and when required" basis.

7.5 Recovery of cost of materials issued on sale A/c will be made as per actual consumption basis but the Engineer In Charge will have the discretion for making full recovery while processing a particular bill or asking for the return of the balance materials if the work is not progressing satisfactorily.

The contractor shall keep accurate record of materials issued by the company, maintain proper account for the materials received and consumed in the work and shall be open to check by the Engineer In Charge or his authorized representative. The contractor shall ensure that such materials are consumed for the contract works only and the Register for the aforesaid account shall be signed both by the representatives of Engineer In Charge and the contractor.

7.6 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 lien by the company and the contractor shall not have the right to remove the same from the site, without the written permission of the Engineer In Charge. The company shall not however be liable for any loss, theft or damage due to fire or other cause during this period of lien, the responsibility for which shall lie entirely on the contractor.

7.7 The contractor shall bear the cost of loading, transportation to site, unloading, storing under cover as required etc. as may be necessary for the use and keeping the materials in good condition.

7.8 Any surplus materials issued by the company, remaining after completion or termination of the contract, shall be returned by the contractor at his cost to the place of issue and the Engineer In Charge shall accept the same at the rate not exceeding the rate at which these were originally issued taking into consideration the deterioration or damage, if any, that may have been caused during the custody of the contractor. In the event, the contractor fails to return the surplus materials out of those supplied by the company, the Engineer In Charge may, in addition to any other liability which the contractor would incur in this regard, by giving notice in writing require the contractor to pay the amount at double the issue rate for such unreturned surplus materials or 115% of the prevailing market rate including Sales Tax & General Tax during the period of work, whichever is more.

7.9 On completion or on termination of the contract and on complete recovery of secured advance paid by the company, if any, in respect of materials brought to site, the contractor with due permission of the Engineer In Charge shall be entitled to remove at his expenses all surplus materials originally supplied by him and upon such removal, the same shall become the property of the contractor.

7.10 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.

7.11 The company may arrange electricity at one point near the work site and necessary recovery of cost of energy consumed will be made at rates prescribed by the company from time to time. Energy meter for this purpose shall be provided by the contractor.

7.12 The contractor shall arrange necessary water for the work and his own establishment. However, if available and feasible the company may arrange water at one point near the work site for which recovery @ 1% of the contract value of work done will be made from the contractor's bills.

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.

8.1 For Quality Assurances of all the Civil Engineering Works the norms/ guidelines laid down by the company herein and elsewhere will form part of the contract for the purpose of quality of works.

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

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

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

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

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

8.5 The company, through the Engineer In Charge, shall have full powers to reject any materials or work due to a defect therein for not 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. 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 rectifications in any manner considered advisable under the circumstances and the entire cost & delay for such procurement/rectification shall be borne by the contractor.

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

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

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

8.8 Inspection of works: i) No work shall be covered up or put out of view without the approval of the Engineer-in-charge or the Engineer-in-charge's representative or any other officer nominated by the company for the purpose and the contractor shall afford full opportunity for the EIC or EIC's representative or any other officer nominated by the company for the purpose to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. the contractor shall give due notice to the Engineer-in-charge's representative whenever any such work or foundations is ready or about to be ready for examination and the Engineer-in-charge's representative shall, without unreasonable delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such work or foundations.

ii) The contractor shall uncover any part or parts of the works or making openings in or through the same as the Engineer In Charge may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of Engineer-in-charge.

If any such part or parts have been covered up or put out of view after compliance with the requirement of sub-clause above and are found to be executed in accordance with the contract, the expenses of uncovering, making openings in or through and making good the same shall be borne by the Employer, but in any other cases all costs shall be borne by the contractor.

8.9 Removal of Improper Work and Materials:

i) The Engineer-in-charge shall during the progress of the works have power to order in writing from time to time :
a) The removal from the site, of any materials which in the opinion of Engineer-in-charge, are not in accordance with the contract/ work order/ approved sample.
b) The substitution with proper and suitable materials.

c) The removal and proper re-execution, notwithstanding any previous test thereof or interim payment there form, of any work which in respect of materials or workmanship is not in accordance with the contract.

ii) In case of default on the part of the contractor in carrying out such order, the Engineer-in -charge shall be entitled to employ and pay other agency to carry out the same and all expenses consequent thereon shall be recoverable from the contractor or may be deducted from any amount due or which may become due to the contractor.

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

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

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

8.13 Site Order Book : A Site Order Book is a Register duly certified by the Engineer-in-charge regarding number of pages it contains, each page being numbered, name of work, name of contractor, reference of contract/ work order and the aforesaid certificate should be recorded on its first page.

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

The Site Order Book will be consulted by the Engineer In Charge at the time of making both running on account and final bills of the contractor. A certificate to this effect should be given in the Measurement books by the Engineer In Charge or his representative.

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

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

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

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

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

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

9. Measurement and Payments

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

9.1 All items of work carried out by the contractor in accordance with the provision of the contract having a financial value shall be entered in the Measurement Book as prescribed by the company so that a complete record of the measurements is available for all the works executed under the contract and the value of the work executed can be ascertained and determined there from. Measurements of completed work / portion of completed work shall be recorded only in the Measurement Books.

9.2 Measurement shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the contractor or his authorized 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 measurements, a note to that effect shall be made in the Measurement Book / Log Book and signed and dated by both the parties.

9.4 The measurement of the portion of work/items of work objected to, shall be re-measured by the Engineer In Charge himself or the authority nominated by the company for the purpose in the presence of the contractor or his authorized representative and recorded in the M.B. which shall be signed and dated by both the parties. Measurements so recorded shall be final and binding upon the contractor and no claim whatsoever shall thereafter be entertained.

In case the contractor or his authorized representative does not attend to the joint measurements at the prefixed date and time after due notice, the measurements taken by the Engineer In Charge or his representative shall be final and binding on the contractor.

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

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

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

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

9.7 Payments: The running on account payments may be made once in a month or at intervals stipulated in the work order/ contract agreement.

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

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

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

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

(ii) The CGM(Civil)/CGM(E&M)/ GM(Civil)/ CE(Civil) of the company and / or the Staff Officer(C)/AM(E&M) of the Area may authorize interim payment for excess work done up to 20 % of the quantity of work provided in the Bill of Quantity of the work awarded from Company level and Area level respectively subject to overall value of work done does not exceed the contract value.

- b) Extra items of work executed will be paid on specific written authorization of CGM (Civil)/CGM(E&M)/ GM(C)/ CE(C) of the company or Staff Officer (Civil) / AM(E&M) of the Area provided that the value of such extra items of work when added together is not more than 10% of the contract value and the total gross payment including excess quantity does not exceed the contract value.

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

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

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

The payments shall be released against the final bill subject to all deductions which may be made on account of materials supplied, water supply for construction, supply of electricity and any other dues payable by the contractor to the company, and further subject to the contractor having given to the Engineer In Charge a no claim certificate.

The contractor shall indemnify the company against proof of depositing royalty on account of minor minerals used in the work before the final bill is processed for payments. The final payment to be made will also be subject to Clause-4.5 of the General Terms & Conditions of the contract.

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

9.7.05 The company reserve the right to recover/enforce recovery of any over payments detected after the payment as a result of post payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed claims, if any, of the contractor exceeds the amount of such 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 over payments shall be recovered from subsequent bills under the contract, failing that from contractor's claim under any other contract with the company or from the contractor's security deposit or the contractor shall pay the amount of over payment on demand. In case of contractor's non-payment on such demand, the same should be realized from the contractor's dues, if any, with Coal India Limited or any of its subsidiaries.

9.7.06 The contractors are required to execute all works satisfactorily and according to the specifications laid down in the contract/ work order. If certain items of work, executed by the contractor, are below specifications, the contractor should re-do them according to the specifications and instructions of EIC and if the contractor fails to rectify the defect within the time and in the manner specified by the EIC, the work shall be got re-done or rectified by the department at the risk and cost of the contractor. Engineer In Charge may accept such work of below specifications provided the department is satisfied

with the quality of such works and the strength/ structural safety of such works. In that case Engineer In Charge shall make such deductions for the difference in value, as in his opinion is reasonable and is approved by the accepting authority of the company i.e. CGM(C)/ CGM(E&M)/GM(C)/ CE(C) of the company in this case or any other officer nominated by CGM(C)/ CGM(E&M)/GM(C)/ CE(C) for the purpose.

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

- i) Signature of EA(Civil)/ Sr. Overseer(C) / Overseer(C)/Foreman Incharge (E&M)/ in MB's both in pages recording measurements, abstract of bill & the duly filled in bill form.
- ii) Signature of Engineer(C)/ EE(C) with appropriate check measurements in the MB's and the bill form.
- iii) Signature of Sr. EE(C)/ SE(C)/SE(E&M) with appropriate check measurements in MB's and the bill form.

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

10. Termination, Cancellation, Suspension and Foreclosure of Contract

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

a) makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the Engineer 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) obtains a contract with the company as a result of ring tendering or other non-bonafide methods of competitive tendering

Or

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

Or

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

Or

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

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

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

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

c) If the contractor shall suffer an execution being levied on his/their goods, estates and allow it to be continued for a period of 21 (twenty-one) days.

d) On the death of the contractor being a proprietary concern or of any of the partners in the case of a partnership concern and the company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the company in this respect shall be final and binding which is to be intimated in writing to the legal representative or to the partnership concern.

10.2 On cancellation of the contract or on termination of the contract, the Engineer In Charge shall have powers:

a) to take possession of the site and any materials, constructional plant, equipments, stores etc. thereon.

b) to carry out the incomplete work by any means at the risk and cost of the contractor.

c) to determine the amount to be recovered from the contractor for completing the remaining work or in the event the remaining work is not to be completed the loss/damage suffered, if any, by the company after giving credit for the value of the work executed by the contractor up to the time of cancellation less on a/c payments made till date and value of contractor's materials, plant, equipments, etc. taken possession of after cancellation.

d) to recover the amount determined as above, if any, from any money due to the contractor on any account or under any other contract and in the event of any shortfall, the contractor shall be called upon to pay the same on demand. The need for determination of the amount of recovery of any extra cost/expenditure or of any loss/damage suffered by the company shall not however arise in the case of termination of the contract for death/demise of the contractor as stated in clause 10.1(d) of the contract.

e) to give the contractor or his representative of the work 7 (seven) days notice in writing for taking final measurement for the works executed till the date of cancellation or termination of the contract. The Engineer In Charge shall fix the time for taking such final measurement and intimate the contractor in writing. The final measurement shall be carried out at the said appointed time notwithstanding whether the contractor is present or not. Any claim as regards measurement which the contractor is to make shall be made in writing within 7 (seven) days taking final measurement by Engineer-In-charge as aforesaid and if no such claim is received, the contractor shall be deemed to have waived all claims regarding above measurements and any claim made thereafter shall not be entertained.

10.3 Suspension of Work:

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

ii) In the event of suspension for reasons other than any default on the part of the contractor, extension of time shall be allowed by the company equal to the period of such suspension and the contractor shall properly protect and secure the works to the extent necessary during such suspension.

The contractor shall carry out the instructions given in this respect by the Engineer-In Charge & if such suspension exceeds 45 (forty five) days, the contractor will be compensated on mutually agreed terms.

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

10.5 Foreclosure of contract:

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

a) to pay reasonable amount assessed and certified by the Engineer In Charge of the expenditure incurred, if any, by the contractor on preliminary works at site e.g. temporary access roads, temporary construction for labor and staff quarters, office accommodation, storage of materials, water storage tanks and water supply for the work including supply to labor/ staff quarters, office etc.

b) to pay the contractor at the contract rates full amount for works executed and measured at site up to the date of such abandonment.

c) to pay for the materials brought to site or to be delivered at site, which the contractor is legally liable to pay, for the purpose of consumption in works carried out or were to be carried out but for the foreclosure, including the cost of purchase and transportation and cost of delivery of such materials. The materials to be taken over by the company should be in good condition and the company may allow at its discretion the contractor to retain the materials in full or in part if so desired by him and to be transported by the contractor from site to his place at his own cost with due permission of the EIC.

d) to take back the materials issued by the company but remaining unused, if any, in the work on the date of abandonment/reduction in the work, at the original issue price less allowance for any deterioration or damage caused while in custody of the contractor.

e) to pay for the transportation of tools and plants of the contractor from site to contractor's place or to any other destination, whichever is less.

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

11. Completion Certificate / Defect Liability Certificate

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

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

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 Defect Liability Certificate (Taking Over Certificate with list of defects) indicating the date of completion of the work, defects to be rectified, if any, and the items, if any, for which payment shall be made at reduced rate indicating reasons therefore and with necessary instructions to the contractor to clear the site/place of work or all debris/ waste materials, scaffoldings, sheds, surplus materials etc. making it clean.

11.1 In cases where separate period of completion for certain items or groups of items are specified in the contract, separate Defect Liability 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.

12. Additional Responsibilities of the Contractor(s)

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

i) The company reserves the right to let other contractors also work in connection with the Project and the contractor/contractors shall co-operate in the works for the introduction and stores and materials and execution of his/their works.

ii) The contractor/contractors shall keep on the work site during the progress a competent and experienced Resident Engineer exclusively for the work and necessary assistants who shall represent the contractor(s). The contractor shall employ, on the site in connection with the execution and maintenance of the work, the following technical staff :

For Buildings Roads, Water Supply & Sanitary Works:

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

For Industrial Structures :

- | | |
|---|---|
| 1) For value of work ranging from Rs.5 lacks to Rs.15 lacks. | 1 Experienced Diploma holder. |
| 2) For value of work above Rs.15 lacks and up to Rs.75 lacks. | 1 Experienced Graduate Engineer in addition to Diploma holder as per sl.no.4 below. |
| 3) For value of work in excess of Rs.75 lacks & for every additional Rs.1.5 crores or part thereof. | 1 Graduate Engineer extra in addition to Graduate Engineer and Diploma holder as per sl.no.1 & 4. |
| 4) For value of work in excess of Rs.15 lacks & for every additional Rs.50 lacks or part thereof. | 1 Diploma holder extra. |

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

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

Important instructions shall be confirmed to the contractor(s) in writing. If the contractor/contractors in course of the works finds/find any discrepancy between the drawing, forming part of the contract documents and the physical conditions of the locality or any errors or omissions in drawings except those prepared by himself / themselves and not approved by the Engineer 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.

- ii) 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 3 (three) hours of such orders.

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

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

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

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

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

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

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

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

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

ix) All taxes, levies, cess, royalties, whether local, municipal, provincial or central pertaining to the contract are payable during the entire periods of contract, shall be to the contractor/ contractors 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. whatsoever in connection with this contract.

The company reserves the right to deduct/ withheld 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.

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

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

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

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

xiii) a) No fruit trees or valuable plants or trees with trunk diameter exceeding 150mm shall be pulled, destroyed or damaged by the contractor/contractors or any of his/their employees without the prior permission of the company, failing which the cost of such trees or plants shall be deducted from the contractor/contractors dues at the rate to be decided by the company. The rates quoted are supposed to include clearance of shrubs and jungles and removal of such trees up to 150 mm dia., as will be permitted by the Engineer In Charge in writing.

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

xiv) The contractor / contractors shall not pay less than the minimum wages to the laborers engaged by him/them as per Minimum Wages Act or such other legislation or award of the minimum wage fixed by the respective State Govt. or Central Govt. as may be in force.

xv) All accounts shall be maintained properly and the company shall have the right of access and inspection of all such books of accounts etc., relating to payment of laborer considered necessary and the company may arrange for witnessing the payment to the laborer by its representatives.

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

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

However, the amount so paid shall be reimbursed by the company in the event such infringement has taken place in complying with the specific directions issued by the company or the use of such article or material was the result of any drawing and/or specifications issued by the company after submission of tender by the contractor. The contractor must notify immediately after any claim being made or any action brought against the company, or any agent or employee of company in respect of any such matter.

b) The company against all claims, damages or compensation under the provisions of payment of Wages Act, 1938, Minimum Wages Act, 1948, Employer's Liability Act, 1938, The Workmen's Compensation Act, 1923, Industrial Dispute Act, 1947, Mines Act as applicable, Employees State Insurance Act 1948 and Maternity Benefit Act, 1961, Acts regulating P.F. or any modification thereof or any other law relating thereto and rules made there under 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.

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

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

xviii) a) **INSURANCE** : The contractor shall take full responsibility to take all precautions to prevent loss or damage to the works or part thereof for any reasons whatsoever

(excluding act of God e.g. flood, riots, war, earthquake, etc.) and shall at his own cost repair and make good the loss/damage to the work so that on completion, the work shall be in good order and condition and in conformity with the requirements of the contract and instructions of the Engineer In Charge.

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

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

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

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

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

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

THE CLAUSE 12 xviii SHALL BE APPLICABLE FOR WORKS OF ESTIMATED VALUE OF OVER Rs. 50 LAKHS.

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

The contractor shall have all necessary instruments, appliances and labor in connection therewith. If at any time during the progress of work any error is detected in respect of the position, levels, dimensions or alignment of any part of the work, the contractor on being required to do so by the Engineer In Charge or his representative shall at the expenses of the contractor rectify such errors to the satisfaction of Engineer In Charge unless such error is due to incorrect data supplied by the Engineer In Charge.

xx) On receipt of Letter of Acceptance of Tender / Work Order the contractor shall forthwith Register and obtain License from the competent authority under the Contract Labor (Regulation & Abolition) Act 1970, the Contract Labor (Regulation & Abolition) Central Rules, 1971 and submit certified copies of the same to the Engineer In Charge and the Principal Employee.

xxi) The contractor shall be registered with the concerned State Govt. and the Central Govt. in respect of Sales Tax Act and the certificate having details of Registration No., period of validity etc. should be submitted to the Engineer In Charge.

xxii) The contractor shall, in connection with works, provide and maintain, at his own cost, all lights, security guards, fencing when and where necessary as required by the Engineer In Charge for the purpose of protection of the works, materials at site, safety of workmen and convenience of the public.

xxiii) All materials (e.g. stone, moorum and other materials) obtained in the course of execution of the work during excavation and dismantling etc. shall be the property of the company and the same may be issued to the contractors, if required for use in the works at the rates to be fixed by the Engineer In Charge.

xxiv) Unless otherwise specifically provided for, dewatering of excavation pits, working areas etc. shall be the contractor's responsibility and is to be carried out at his own cost as per instructions of EIC. The rates quoted by the contractor shall be deemed to include the dewatering costs.

xxv) Approval by the Nodal Officer/Engineer in Charge or his nominee: The contractor shall submit specifications and drawings showing the proposed temporary work to the Nodal Officer/Engineer-in-Charge or his nominee, who is to approve them if they comply with the specifications and drawings.

The contractor shall be responsible for design of Temporary Works.

The Nodal Officer/Engineer-in-charge or his nominee's approval shall not alter the contractor's responsibility for design of the Temporary Works.

13. Defects Liability Period:

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

a) Any defect/defects in the work detected by the Engineer In Charge within a period of 6 (six) months from the date of issue of Defect Liability certificate / completion certificate.

b) In the case of building works or other works of similar nature any defect in the work detected by the Engineer In Charge within a period of 6 (six) months from the date of issue of Defect Liability certificate/ completion certificate or before the expiry of one full monsoon period i.e. June to October whichever is later in point of time.

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

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

There will be no defect liability period for works like Grass Cutting, Jungle Cutting, Surface Dressing & any other work of similar nature to be decided by the Engineer in Charge.

14. Operating and Maintenance Manual:

If "as built" drawings and/or Operating and Maintenance Manual are required the contractor shall supply them by the dates as per instruction of the Engineer-in-charge.

If the contractor does not supply the drawings and/or Manual by the dates as stated above, or they do not receive the Nodal Officer or his nominee's approval, the Nodal Officer or his nominee shall withhold the amount as stated in the agreement.

15. Settlement of Disputes/ Arbitration

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

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

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

SCHEDULE 'C'

General Specifications

1. Bricks : (Ref. I.S. : 1077 – 1976)

Bricks manufactured in Bull's patent kiln trench only shall be used unless otherwise specified, ringing sound when struck and should not break when thrown on the ground or against other bricks, They shall be clean, whole and free from flaws, cracks and under burnt lump of any kind, specially lime, and shall have sharp edges and angles and even surface. Bricks which when soaked in water for 24 hours absorb more water than one fifth of their dry weight shall be rejected. The bricks shall be manufactured from carefully selected good firm loam with necessary admixture of sand.

The common burnt clay bricks shall be classified on the basis of average compressive strength as given below :-

Class designation	(Average Compressive Strength)	
	Not less than (Kg/cm ²)	Less than (Kg/cm ²)
75	75	100
50	50	75
35	35	50

The normal size of burnt bricks shall be 9" x 4.5" x 2.75" with usual variation of 1/8" on either side.

2. Bricks Aggregate for Lime Concrete :

The brick aggregate shall be from hard well burnt brick bats and shall not exceed 1½" in size and shall be free from dust, clay, grass or any other foreign matter.

3. Surkhi :

Surkhi shall be made from well burnt and should pass through a sieve of 1/12" mesh, in no case over burnt bricks to be used for the manufacture of Surkhi.

4. Sand :

Sand shall be clean sharp and coarse and free all impurities and organic matter and be such as to pass through a 64 mesh sieve.

5. Lime :

Lime stone shall be used in the work. It shall be slaked just before. All impurities, ashes, or pieces improperly or carelessly burnt shall be screened or picked out before slaking and removed at once from the work. Lime should pass through a screen 12/12 mesh to the square inch and stored in a dry place.

6. Aggregate for Cement Concrete :

Aggregate for cement concrete shall be from trap, quartzite or hard quartz stone which shall pass through ¾" mesh and on ¼" mesh screens. The aggregate shall be well screened and washed used and shall be free from foreign matters.

7. Cement Mortar :

The mortars shall consist of cement and sand mixed in the proportion defined in the relevant schedule item for the various items of work. Only measured quantity shall be used. Sand and cement shall be spread on a clean dry platform in layers one over the other mixture only when mortar is required for use, and then only in sufficient quantity to moisten the materials.

8. Lime Concrete :

The mixture shall be slaked lime, surkhi and sand in the proportion defined in the relevant schedule item for the various items of work. Ground cinder may be used when directed by the Engineer-in-

charge. Lime surkhi and sand are to be mixed dry on a platform of masonry and then sprinkled with necessary quantity of water and ground in mortar mill.

9. Aggregate for Reinforced Cement Concrete :

Aggregate for R.C.C. shall be from trap, quartz, or hard quartz tone. The aggregates shall pass through mesh and rest on 1/4" mesh screens. It shall be well screened and washed before used and free from foreign matters.

10. Earth work in Excavation :

Excavation shall be strictly as shown in the plans. Bottoms of trenches shall be dressed level. All excavated earth will be placed not less than 5 feet from the edge of the foundation trench or directed by the Executive Engineer. All earth filling in the plinth or foundation basement will be done in not more than 6" layers well watered rammed.

11. Lime Concrete :

The concrete shall consist of an aggregate of the proportion mentioned in the schedule of items of approved quantities 1/2" gauge and down mixed with lime mortar. The concrete shall be mixed on a level platform. The aggregate shall be first washed clean thoroughly wetted and placed to an even thickness on platform. Dry mortar mixed in proper proportion as specified in schedule of quantities shall then be evenly spread over the aggregate and mixed thoroughly using sufficiently water to make the mortar adherent each piece of the aggregate. When the bed for the concrete is properly wetted, rammed and prepared the concrete shall be laid carefully in position in layer not exceeding 6". The basket etc. shall never been thrown from a high but gently laid with the basket. Each layer shall be well rammed with a heavy wooden hammer or iron hammer till the mortar comes to the surface. No water shall be added during ramming but the surface of each completed layer shall be watered and roughened before the next layer is added. The concrete shall be welled rammed and kept wet after the days works for such time till it is set and given more impression of the rammer when dropped over it. When concrete is to be laid under water or in wet location hydraulic lime rendered hydraulic shall be used.

12. Cement Concrete :

The proportion of the concrete will be the same as specified in the schedule of quantities and will be strictly adhered to. The concrete shall be mixed properly in a power driven mixer in such a manner as to avoid loss of water. The concrete shall be mixed for a minimum period of two minutes or until it is of even colour and uniform consistency through out. Hard mixed concrete shall contain 10% extra cement and shall be made on hard, clean and even surface. The cement and sand will be mixed dry until the mixture is uniform in colour. It shall then be spread evenly over the coarse aggregate and mixed thoroughly. The water shall then be added and the whole mixture mixed thoroughly until the mass is uniform in colour and consistency. Concrete shall be handle from the place of mixing to the place of final deposit as rapidly as practicable. The concrete once laid shall not be disturbed and shall be kept thoroughly demand by means of well matting and sand. The aggregate should consist of stone ball as of quantity approved by the Executive Engineer and shall consist of graded size 3/4" and down and as per C.P.W.D. specifications.

13. Brick work in Mud Morter :

The mud to be used for mortar shall be from selected earth of tenacious nature to which sand shall to be added in much quantity that dried of the mixture shall not show sign of cracking. The mud shall be well trotter and variation in the consistency of paste will be the adding of sufficient water care being to remove all clods and stones.

14. Bricks work Lime Morter :

Shall be done with brick soaked in water for not less than 4 hours before use in works. The proportion of mortar will be the same as per schedule of quantity which will be strictly adhered to. The completed work should be perfectly in accordance with the drawing so for the lime level and verticality is concerned, only mortar mixed properly in bull chakhi to be used.

15. Bricks works in Cement Mortar in Foundation plinth & superstructures :

Only selected bricks approved by Executive Engineer shall be used in the masonry. The bricks must be soaked in water for 6 hours before use. There should be proper bonding and shall be carried through the full width of the wall each course being truly longitudinal neither horizontal nor vertical joints shall be of greater thickness than 1/4". The proportion of mortar will be as specified in the drawing will be laid over the plinth after cleaning on the brick work thoroughly of all its loose mortar sticking on surface as waiting it thoroughly. The concrete shall be with stone ballast of 3/4" size graded, in proportion of 1:2:4 (1 cement : 2 Sand : 4 chips). Cement concrete for D.P.C. should be cured for 5 days before a hot coat bitumen is applied on it. The bitumen painted surface should be immediately sealed with sand.

16. Damp proof course :

Damp proof course to a thickness as specified in the drawing will be laid over the plinth after cleaning on the brick work thoroughly of all its loose mortar sticking on surface and wetting it thoroughly. The concrete shall be with stone ballast of 3/4" size graded, in proportion of 1:2:4 (1 cement : 2 Sand : 4 chips). Cement concrete for D.P.C. should be cured for 5 days before a hot coat bitumen is applied on it. The bitumen painted surface should be immediately sealed with sand.

17. Lime Concrete 3" Thick in Floors and with Brick Ballast :

1 1/2" bricks aggregate and down gauge as specified by the Engineer-in-Charge with 50% of lime mortar consisting of lime and sand shall be used. The aggregate and mortar shall be thoroughly mixed before laying and rammed. Consolidation shall be done until a skin of pure mortar covers the surface and completely hide the aggregate. No mortar or water shall be added during ramming the mortar shall be mixed in a Bali Chakey.

18. 1" Patent Stone Flooring 1:2:4 :

The concrete shall consist of 1 cement 2 sand stone ballast 1/2" down gauge. In all cases only measured quantities shall be used. In all first be mixed dry and then with the aggregate. The whole shall then be laid properly with water and then laid in a layer of 1" thick over prepared sub base and beaten thoroughly with wooden straight edge. The surface be finished with a floating coat of neat cement to the satisfaction of the Engineer-in-charge. The finished floors shall be kept wet for at least 7 days.

19. Reinforced Cement Concrete 1:2:4 slabs, Roofing's Lintels Chajja etc. Reinforcement to be done with a net work of M.S. rods as specified under quality schedule or by the Engineer-in-charge. Rods and netting shall be woven by the contractor at his own cost. Every alternative cross over of M.S. rods shall be tied fast with binding wire of approved gauge. The netting shall be of proper size. The concrete shall be of good clean aggregate properly damped with clean water. The size of the stone aggregate to be used shall be 3/4" gauge and below. The proportion shall be 1 cement 2 sand 4 stone ballast. Before laying the concrete the centering and frame works will have to be approved by the Engineer-in-charge or his authorized officer. The concrete shall be well mixed before laying and vibrated properly till mortar comes out to the surface and the reinforcing rods are thoroughly embedded in concrete. Care is to be taken that specified covering is there and no reinforcing material are exposed from outside. The laid concrete should not be disturbed and be kept wet for 10 days. The centering will be removed only after 7 days placing the concrete or as directed by the Executive Engineer.

20. Plaster inside and outside :

Prior to the application of plaster the faces of the wall shall be cleaned and the joints of the bricks work rated out to depth of 1/2" and properly watered for at least 6 hours. The plaster shall be thoroughly smoothed and subbed with strength edges and wooden flats in a proper workman like manner. Watering, shall be continued for 7 days on the finished surface. The mortar will ordinarily consist of cement and in the proportion as specified in the schedule of quantity which should be strictly adhered. Where lime is also specified the cream of lime shall be prepared by thoroughly slaking required quantity of quick lime with the minimum quantity of water in order to get a thick slurry. The slurry of lime shall then be screened through a clean cloth to remove all dirt and any un-slaked like particulars. Sand shall be measured by volume in suitable size measuring boxes while cement shall be measured by weight taking 1 bag as 1.20 cft. Screened cream of lime and screened sand shall be mixed together in requisite proportion and the where than mixed with necessary of cement. The minimum quantity of water to give a working consistency to the mix should only be added and no more. The plaster shall be applied immediately after mixing maintaining the said precautions as for cement mortar.

21. ½" Cement Plaster Dado 1:3.

All the joints of masonry should raked ¾" deep and the walls should be thoroughly wetted at least 6 hours before the plaster is laid. The plaster should be laid on with some what more than the thickness and leveled and finished with a trowel. The plaster should be kept constantly watered for the 3 weeks. The thread lining is to be done. It should be done before the cement takes initial set.

22. White washing three coats :

White washing shall be prepared from burned shall lime thoroughly mixed with water, it should give a thin creamy consistency. It should then be screened through clean cloth. Clean gum dissolved in hot water or good conjee water shall be added in proportion of tounces to 1 Cit. for each coat is allowed to be applied. The new walls shall be well cleared and brushed. Each coat of white wash should be allowed to dry before applying next coats.

23. 5" thick trellis work in cement mortar 1:3 :

5" thick Ist class bricks trellis work in cement mortar 1:3 will be done with bricks soaked in water for into less than 4 hours before in work. Watering to be continued on finished trills work for at least 7 days. Freshly mixed mortar shall be used and ½" thick cement plaster as directed Executive Engineer shall be applied.

24. Colour Washing :

The colour washing shall be prepared applied in accordance with the standard specifications for white washing except that the contractors that provide colouring matter specified and ordered by the Engineer-in-charge during use. The colour wash should be stared continuously during use. The colour should be of even the over the whole surface.

25. Pucca Drain :

Earth excavation for cutting trenches for drain shall be done by the contractor and got approved by the Engineer-in-charge. The drain shall be made from well burned brick with cement concrete bed. Size shall be as specified in the schedule. The surface of the top, sides and beds shall cement plaster with smooth surface. Necessary earth fitting by the side of the drain shall also be done.

26. Items not covered by above will be guided by the specification of C.P.W.D. or as decided by the G.M.(Civil) whose interpretation will be final.

A N N E X U R E S.

**SPECIMEN OF LETTER OF CONTRACTOR'S ACCEPTANCE OF PROVISIONAL
REDUCTION OF RATE FOR SUBSTANDARD WORK.**

No.

Date:-

To

.....
.....

Sir,

Subject: (Complete name of work).....

Reference: Your letter No.....

I/We have carefully read the terms and conditions offered in your letter dated..... and they are acceptable to me/us.

Pending the decision of the Engineer in Charge of the final rates of payment against the items of work specified in the statement attached to your above letter, which will be final and binding, I/ We agree to the same being paid at the provisional rates indicated against each of the said item of work for the above work as mentioned in your statement.

Yours faithfully,

Contractor(s)

PROFORMA OF BANK GUARANTEE FOR REMOVAL OF PLANT & EQUIPMENT FROM THE SITE OF COAL INDIA LIMITED/ SUBSIDIARY COMPANY.

In consideration of Coal India Limited/Subsidiary Company (hereafter called “the Company” which expression shall repugnant to the subject or context includes its successors and assigns) having agreed to under the terms & conditions of the Contract No..... dated..... entered into between the company and M/s..... having its Office at..... (hereinafter called “the Contractor”) to permit the Contractor to remove the plant & equipment as fully described in the Schedule of the Hypothecation Deed dated..... executed by the Contractor in favour of the Company from the site to any other works of the Contractor on its furnishing the Bank Guarantee for Rs..... we, the Bank (hereinafter referred to as the said Bank) having its Registered Office at do hereby undertake and agree to pay the Company to the extent of Rs. on demand stating that the amount claimed by the Company is due and payable by the contractor for its failure in bringing back the said plant & equipment or any part thereof to the site and to unconditionally pay the amount claimed by the company on such demand without any demur to the extent aforesaid.

We, the Bank agree that the Company shall be the sole judge as to whether the said contractor has failed/neglected in bringing back the plant & equipment to the site and the amount has become due for such failure and the decision of the company in this behalf shall be final and binding on us.

We, the said Bank further agree that the Guarantee herein contained shall remain in full force effect up to..... and any claim received after the said date shall in no case be bind the and Bank.

Notwithstanding anything contained herein the liabilities of the said Bank under this Guarantee are restricted to Rs..... and this Guarantee shall come into force from the date thereof and shall remain in full force and effect till unless the written demand or claim under this guarantee is made by the company with us on or before..... all the rights of the Company under this guarantee shall cease to have any effect and we shall be retrieved and discharged our liabilities hereunder.

We, the said Bank lastly undertake not to revoke this guarantee under its currency except with the previous consent of the Company in writing and agree that any change in the constitution of the said Contractor or the said Bank shall not discharge the liabilities hereunder.

This Guarantee is issued by Sri..... who is authorized by the Bank.

Under jurisdiction of Dhanbad Court only.

PROFORMA OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT.

Bharat Coking Coal Ltd.
Koyla Bhawan , Koyla Nagar
Dhanbad
826005

Dear Sir,

In consideration of M/s. Bharat Coking Coal Ltd. having its Registered Office at Koyla Bhawan Koyla Nagar Dhanbad (hereinafter called "the Company" which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed under the terms and conditions contained in letter No..... dated..... issued in favour of M/s. for (hereinafter referred to as "the contract") to accept the Deed of guarantee as herein provided for Rs..... from the Schedule/ Nationalized Bank in lieu of security deposit to be made by M/s..... (hereinafter called "the Contractor") or in lieu of deduction to be made from the contractor's bill, for the due fulfillment of the terms and conditions contained in the said contract by the contractor, we the Bank (hereinafter referred to as the said Bank) having its Registered Office at..... do hereby undertake and agreed to pay the company to the extent of Rs..... on demand stating that the amount claimed by the company is due and payable by the contractor for the reasons of failure/negligence in performing the terms and conditions contained in the contract by the buyer and to unconditionally pay the amount claimed by the company on demand without any demur to the extent aforesaid.

We, the..... Bank agree that the company shall be the sole judge as to whether the said contractor has failed/neglected in performing any of the terms and conditions of the said contract and the decision of the company in this behalf shall be final and binding on us.

We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect up to and any claim received after the said date shall in no case bind the Bank.

The Company shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee or indemnity from time to time vary any of the terms and conditions of the said contract or to extend the time of performance by the said contractor or to postpone any time and from time to time any of the powers exercisable by it against the said contractor and either to enforce or to forbear from enforcing any of the terms and conditions governing the said contract or securities available to the company and the said Bank shall not be released from its liability under these presents.

Notwithstanding anything contained herein the liability of the said Bank under this guarantee is restricted to Rs..... and this Guarantee shall come into force from the date hereof and shall remain in full force and effect till Unless the written demand or claim under this guarantee is made by the Company with us on or before all rights of the company under this guarantee shall cease to have any effect and we shall be relieved and discharged from our liabilities hereunder.

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 contractor or the said bank shall not discharge our liability hereunder.

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

Under jurisdiction of Dhanbad court only.

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE
SECURITY OF THE CONTRACT

To

.....

Re: Bank Guarantee in respect of Contract No.....
 Dated..... Between (name of the Contractor)
 and (name of the Contractor)

M/s. (Name and address of the Contractor) (hereinafter called “the Contractor” with M/S. (name of the Company) (hereinafter 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 the Contractor shall furnish the Bank Guarantee from a Nationalized/ Schedule bank for a sum of Rs..... as security for due compliance and performance 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 Guarantor hereinafter contained.

We, the Bank (hereinafter called “the Bank” do hereby unconditionally agreed with the Company that if the contractor shall in any way fail to observe 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 to pay to the company the said sum of Rs..... or such portion as shall then remain due with interest without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the sum, or failing on the company to compel such payment 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.

Contd P/2

This 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 forebear 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 law 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 deemed to the Company and as the Company may require.

Notwithstanding anything 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.

This 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 Sri..... who has signed it on behalf of the Bank has authority to do so.

Dated., this day of

Signature of the authorized person

For and on behalf of the Bank

Place

Under jurisdiction of Dhanbad court only.

PROFORMA FOR AFFIDAVIT TO BE SUBMITTED BY THE TENDERER**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.----- Dt -----
2. None of the Partners of our firm is relative of employee of Bharat Coking Coal Ltd.
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 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 / delisting of our firm and all partners of the firm etc.

Signature of the Tenderer

Dated-----

Seal of Notary

PROFORMA FOR EXECUTION OF AGREEMENT.
STAMP PAPER.

This agreement is made on day of between (Name of Company) having its registered office at (herein after called the 'COMPANY' which expression shall, unless repugnant to the subject or context, include its successors and assignees) of the one part and (Name of the Contractor) carrying on business as a (partnership/ proprietorship/ Ltd. Co. etc.) firm under the name and style (herein after called the 'said Contractor' which expression shall, unless the context requires otherwise include them and their respective heirs, executors, administrators and legal representatives) of the other part.

Whereas the Company invited tenders for the work of “.....” and whereas the said Contractor/ Firm submitted tender for the said work and deposited a sum of Rs..... as Earnest Money and whereas the tender of the said contract has been accepted by the Company for execution of the said work.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1) In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the tender papers hereinafter referred to.
- 2) The following documents which are annexed to this agreement should be deemed to form and be read and construed as part of this agreement viz.

i) Annexure-A	Tender Notice (Page.... to)
ii) Schedule –A	General Terms & Conditions, Special Conditions and General Technical Specification (Page..... to.....)
iii) Schedule-B	The probable Quantities and Amount (Page..... to.....)
iv) Schedule-C	Negotiation letters –
v) Schedule-D	Letter of Acceptance/Work Order (Page .. to ..)
vi) Schedule-E	Drawings (Page .. to ..)

3) In consideration for the payment of the sum of Rs.....(W/O Value; both in words and figures) or such other sum as may be arrived at under the clause of the specification relating to Payment by items measurements at unit prices by the Company, the said Contractor shall, subject to the terms & condition contained herein execute and complete the work as described and to the extent of probable quantities as indicated in Schedule B with such variations by way of alteration, addition to or reduction from the said works.

4) The company has received a sum of Rs..... towards Performance Security Deposit (1st part of Security Deposit) in the form of Demand Draft / Certified Cheque/ B.G./ *other form (details to be furnished)* .

5) The said contractor hereby covenants with the company that the company shall deduct at 5% of R/A Bills as Retention Money (2nd part of security deposit) to make the total Security as 10%(ten percent) of contract value, as per the terms & condition of the tender/ contract.

IN WITNESS WHEREOF THE parties herein have set their hands and seals the date and year above written.

1 Partner. Signature

2 Partner Signature

On behalf of M/S.....

The Contractor, as one of the constituted attorney,
In the presence of –

1. Name _____ Signature

Address :

Occupation :

Signed by Srion behalf of Signature
(Name of Company) in presence of –

1. Name : Signature

2. Address:

ANNEXURE – VII.**PROFORMA OF BANK GUARANTEE IN LIEU OF EARNEST MONEY**

M/S Bharat Coking Coal Limited,
Koyla Bhawan,
Dhanbad.

Dear Sir,

- 1) In consideration of the having its Registered Office at
.....(hereinafter called “the company” which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed to exempt M/s.....having its registered office at(hereinafter called “the said tenderers” which expression shall unless repugnant to the subject or context includes its successors) from the demand under the terms and conditions of Tender numberforhereinafter called “the said Tender”) of each earnest money for the due fulfillment of the terms and conditions contained in the said Tender by the said Tenderer on production of Bank guarantee for Rs)
We.....Bank (hereinafter referred to as “the Bank”) do hereby undertake to pay to the company an amount not exceeding Rs.....on demand by the company for the reason of any breach by the Tenderer of any of the terms and conditions contained in the said Tender. The decision of the company as to any such breach having been committed by the Tenderer shall be final and binding on us.
- 2) We.....Bank do hereby undertake to pay an amount due and payable under this guarantee without any merely on a demand from the company stating that the amount claimed is due from the tenderer for the reason of breach by the said tenderer of any of the terms and conditions contained in the said tender or for the reason of the tenderer failing to keep the tender open. Any such demand made on the Bank shall be conclusive. As regard the amount due and payable by the Bank under this guarantee shall be restricted to an amount not exceeding Rs.....
- 3) We, the said Bank further agree that the guarantee herein contained shall come in to force from the date here of and shall remain in full force and effect till a demand or claim under this guarantee is made on us in writing on or before the We shall discharge from all liability under this guarantee thereafter.
- 4) We, the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the company in writing and agree that any change in the constitution of the said tenderer or the Bank shall not discharge our liability hereunder.
- 5) This guarantee is issued by Sri..... Who is authorized by the Bank.

Under jurisdiction of Dhanbad court only.

INTEGRITY PACT

Between

BHARAT COKING COAL LIMITED(BCCL) hereinafter referred to as “The Principal”

And

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

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s 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 renowned 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 above.

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 in 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.

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 any 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 competition or personal gain, or pass on to 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 payments 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 of transgressions, the position of the transgressions 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.

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 or 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 transgression 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/Contractor/Subcontractor

- 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 conditions 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 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.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions 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 to 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 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 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, Government 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.

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. Dhanbad.
- 2.Changes and supplements as well as termination notices 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 intentions.

For the Principal

For the Bidder/Contractor

Place.....

Witness 1 :

Date

Witness 2 :

DECLARATION

I hereby declare that my / our firm has not been banned or delisted by any
Government or Quasi Government agencies or PSU's.

Signature of the Tenderer

BHARAT COKING COAL LIMITED
(A Subsidiary of Coal India Limited)
Regd. Office : Koyla Bhawan
OFFICE OF THE CHIEF GENERAL MANAGER(E & M)
E & M DEPARTMENT
KOYLA BHAWAN, DHANBAD

PART – II

(TO BE SUBMITTED IN SEPARATE ENVELOP)

1. Name of work : **Erection & commissioning of CHP complete with Feeder Breaker and Belt Conveyor at Sendra Bansjora siding of Sijua Area.**
2. Name of contractor :

Address :
3. **N.I.T. Reference** : **BCCL/CGM(E&M)/F-Tender/11/ 165-214 Dated : 05.01.11**
4. Date of Receipt of tender : 10.02.11 UP TO 03:30 PM.
5. Date of open of part - II : To be communicated later.
6. Documents issued to Tenderers : **BILL OF QUANTITY and General Abstract 07 Pages.**

SIGNATURE OF ISSUING OFFICER

Bill of Quantity for "Erection & commissioning of CHP complete with Feeder Breaker & Belt Conveyor at Sendra Bansjora siding of Sijua Area.

A.

S.N.	Description of Item	Quantity	Unit.	Rate	Amount
1	<u>Civil Work.</u> Earth work in excavation by mechanical means(Hydraulic excavator) / manual means in foundation trenches or drains(not exceeding 1.5 mtr width or 10 sqm on plan) including of dressing of sites and ramming of bottoms ,lift up to 1.5 mtrs, including getting out of the excavated soil and disposal of surplus excavated soil as directed within lead of 50 mtr. All kinds of soil by mechanical means (Hydraulic excavator / manual means.	445.80	Cum.	103.40	46095.72
2	Supplying and filling in plinth with jamuna sand under floors including,watering ramming consolidating and dressing complete.	55.725	Cum.	301.50	16801.08
3	Providing and laying in position cement concrete of specified grade excluding the cost of centring and shuttering – all works up to plinth level. 1:4:8(1 cement: 4 coarse sand : 8 graded stone aggregate 40 mm nominal size)	55.815	Cum.	2449.00	136690.93
4	Reinforcement for RCC work, including straightening,cutting,bending,placing in position and binding all complete.	20000	Kg.	42.70	854000.00
5	Reinforcement cement concrete work in walls(any thickness including attached pilasters,buttresses,plinth & string courses,fillets,columns,pillars,piers,adutments,post & struts etc up to floor five level excluding cost of centering, shuttering,finishing and reinforcement. 1:2:4(1cement: 2core sand:4 graded stone aggregate 20mm nominal size)	316.87	Cum.	3720.00	1178756.00

Rs= 2232343.73

**Bill of Quantity for " Erection & Commisisoning of CHP complete with Feeder
Breaker & Belt Conveyor at Sendra Bansjora siding of Sijua Area.**

(BF)Rs= 2232343.73

S.No.	Description of Item.	Qty.	Unit.	Rate.	Amount.
6.	Centering and shuttring including strutting,propping etc and removal of form. a)Walls (anythickness) including attached pilasters,butteresses,plinth and string courses etc.	500.40	Sqm.	180.40	90272.16
	b)Column,Pillars,piers,abutments,post and struts.	427.90	Sqm.	238.40	102011.36
7.	Labour charge for structural steel work riveted,bolted or welded in builtup section,trusses & framed work including cutting hoisting,fixing in position and applying a priming coat of approval steel primer all complete (excluding cost of structural steel)	130000	Kg.	6.93	900900.00
8.	Providing corrugated G.S sheet roofing including vertical/curved surface fixed with pulimer coated J or L hooks,bolts & nuts 8mm dia with bitumen and GI limpet washers or with GI limpet washers filled with white lead and including a coat of approval steel primer and two coats of approval paints on over laping of sheets complete (up to any pitch in horizontal/vertical or curved surface) excluding the cost of purlins,rafters and trusses and including cutting to size and shape wherever required. 0.63 mm thick with zinc coating not less than 275 gm/mtr2	760	Sqm.	432.25	328510.00
9.	Providing ridges or hips of width 60 cm over all with plane GS sheet fixed with polymer coated J or L hooks,bolts and nuts 8 mm dia limpet and bitumen washers complete. 0.80 thick with Zinc coating not less than 275 gm/m2.	71	Mtr.	313.60	22265.60
10.	Extra for providing and fixing wind ties of 14X6 mm flat Iron section.	710	Mtr.	73.65	52291.50

Rs=3728594.35

(3)

Bill of Quantity for " Erection & Commisisoning of CHP complete with Feeder Breaker & Belt Conveyor at Sendra Bansjora siding of Sijua Area.

(BF)Rs=3728594.35

SN.	Description of Item. (A) C	Qty.	Unit.	Rate.	Amount.
11.	Painting with synthetic enamel paint of approved brand and manufacture to give & even shade. Two or more core of new work. i	5040	Sqm.	35.35	178164.20
12.	Structural steel work riveted,bolted or welded in built up section,trusses & framed work,including cutting,hoisting,fixing in position & applying a prime coatw approved steel primer all complete.	33000	Kg.	46.35	1529550.00

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(A) **Civil Work Total :- Rs, 5436308.55**

Bill of Quantity for " Erection & Commissioning of CHP complete with Feeder Breaker & Belt Conveyor at Sendra Bansjora siding of Sijua Area.

B

S.No.	Description of Item.	Qty.	Unit.	Rate.	Amount.
1.	<p><u>Mechanical & Electrical Work.</u></p> <p>Repairing / Fabrication of Feeder Breaker cabin & erection alignment & commissioning of Feeder Breaker.</p> <p>a)Seating of Feeder Breaker Hopper on the Platform with the Tank unit & the cabin after fabrication.</p> <p>b)Fixing of wall sprocket,shaft,chains.</p> <p>c)Fixing of complete hydraulic system with electric Motor & Staffa Motor.</p> <p>d)Alignment of Power unit with Gear Box & Motor.</p> <p>e)Fixing of Control Panel & Control Desk Control Panel.</p>				230000.00
2.	<p>Erection alignment & commissioning of Belt Conveyor.</p> <p>a)Fixing of runners, stringers, stools, brackets & rollers along the conveyor length.</p> <p>b)Foundation of Drive unit, Gravity take-up,tail end & erection of the same with fixing of Snub Drums, Discharge Drums & all other accessories.</p> <p>c)Laying of 1200 mm, belting & jointing/vulcanizing.</p>				240000.00
3.	<p>Provision & erection of Drum Gate.</p> <p>a)Provision of Drum Gate.</p> <p>b)Fixing of Drum Gate with fabrication of all accessories.</p>				<p>60000.00</p> <p>25000.00</p>

Rs =555000.00

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(BF) Rs=555000.00

SN.	Description of Items.	Qty.	Unit.	Rate.	Amount.
4.	Provision of electricals for belt conveyor i.e.control desk for belt conveyor,Pull chord switches,belt sway switches. 1)Supply and erection of Pull chord switch with (1 No+NC) 16 amp,at 240 volt rest manual. 2)Supply & installation of Pull chord with insulated 4 mm,steel wire rope fixing with proper clamps,nut bolt etc. 3)Supply & installation of belt sway switches in proper position including its fitting with clamps nut,bolts etc, complete. 4) <u>M.C.C Panel.</u> i)Supply of Isolator fuse unit 3phase,440volt,AC,400amp,capacity with 3 nos HRC fuse complete for main. ii)Bus bar complete copper strips as required proper sizes including post insulators,backelite sheets,nut & bolt etc. iii)Isolator fuse unit 3 phase 440 volt AC 200amps capacity for meters complete with 3nos,HRC fuse complete. iv)Contactor unit 440 volt,150amps capacity with 220volt,operation coil complete. v)CT.coils ratio(200/5)C.T.operated over load relay with single phase preventor. vi)Auto transformer 440/220 volt,AC.3KVA. vii)CT operated ammeter and voltmeter with selector switches indication lamp with holder sliding fuse 15A,complete for mains. viii)Block terminals for out going with terminal chanel etc. ix) MCB,16AMPS (DP) x) Total wiring material for power and control system proper size of strip cables,lugs,ferruls,tie bolt,backelite sheet,clip on terminals,terminal chanel,insulating material,nut, bolt, washer etc. xi) Complete labour charges for all relevant materials of MCC panel fitting,fixing,testing etc.	1. 4. 1. 8. 1. 1. 2. 2. 1. 1. 1. 1. 1. 2. 1. 1.	Each. No. No. No. No. Set. Set. No. No. No. No. No. No.	327900.00	327900.00

Rs=882900.00

(6)

Bill of Quantity for " Erection & Commissioning of CHP complete with Feeder Breaker & Belt Conveyor at Sendra Bansjora siding of Sijua Area.

(BF) Rs=882900.00

SN.	Description of Item.	Qty.	Unit.	Rate.	Amount.
5.	<u>Control Desk.</u> i)Auxilliary contactors. ii)Delay timer OFF/ON. iii)Siren with Push Button 220 volt, 1km range. iv)Local operation arrangement with emergency stop & manual ON/OFF.with proper enclosure. v)Key actuator,selector switches Push Buttons ON/OFF,indication lamp with holders,clip on terminals with terminal chanel,ammeter with C.T coils,Volt meter with selector switches,control system glow lamp fitted with acrylic board in vertical position including wiring cables etc. vi) Complete labour charges for all relevant materials of control desk,fittings,fixing & testing etc. vii)Installation of control desk at site in proper position & connection of all control cables with gland lugs etc.	8. 3. 1. 1. 1. 1. 1.	No. No. No. No. No. No. No.		
6.	<u>Complete Lighting of CHP.</u> <u>1.Gantry Lighting.</u> i)Supplying & laying PVC (2X10Sq.mm)cable(AL) with connection. ii)Supply of 45watt CFL lamp fitting with Bulb. iii)Providing & fixing of main switche for Gantry Lighting. <u>2.Yard Lighting.</u> i)Providing & erection of tubular pole 8mtr,long with bracket etc.(complete) ii)Supply & fixing of 250 watt HPSV lamp sets. iii)Supply & laying of PVC cable (2X10 Sq.mm) AL with connection. iv)Supply & fixing of junction box with nuts & bolts etc. v)Supply & erection of MCCB for control of Yard lighting.	15o. 25. 1 8. 8. 200. 8. 1.	Mtr. Set. No. No. No. Mtr. No. No.	197.00 800.00 1000.00 8550.00 7250.00 197.00 1500.00 17000.00	29550.00 20000.00 1000.00 68400.00 58000.00 39400.00 12000.00 17000.00

(B) Mechanical & Electrical Work Total:- Rs=1128250.00

(A) Civil Work.

Total:- Rs= 5436308.55**Grand Total A + B = Rs, 6564558.55**

FEEDER BREAKER WORKS
GENERAL ABSTRACT

Part (A) Civil Works.

Estimated cost of Works (Based on BOQ)- Rs,.....

Quoted %(Above/ at par /below)

Total quoted amount (Part A) = Rs,

Part (B) E&M Works.

Estimated cost of Works (Based on BOQ)- Rs,.....

Quoted %(Above/ at par /below)

Total quoted amount (Part B) = Rs,

Total quoted amount (Part A + Part B) = Rs,

The amount should be quoted both in figures & words. In case of any discrepancy the amount quoted in words will prevail & will be considered for all purposes.

Tenderer to Note.

- i) Part (A) & Part B to be quoted separately.
- ii) For bid assessment / L1 assessment:-

Quoted amount of Part A & Part B will be added together to arrive at the total quoted rate of the bidder & the tendere who will quote lowest i.e, considering both part A & B will be assessed as lowest bidder.

Signature of Contractor.

Name of Contractor.
Seal & Date.

