

SIGNATURE OF ISSUING OFFICER

PART – I

**TECHNO
COMMERCIAL B I D**

(To be submitted with Part-I envelope)



BHARAT COKING COAL LIMITED
 (A Subsidiary of Coal India Ltd)
Western Jharia Area(Moonidih)
P.O. – MOONIDIH, DHANBAD
JHARKHAND

TENDR NOTICE

Ref. No. BCCL/ WJA/MHD/Survey/Tender/2011/890,

Date: 31.08.2011

Sealed tender in two parts (Part I & II) are invited on percentage above/below basis from experienced and eligible contractors for taking up the following work.

Sl No.	Name of work	Estimated cost	Earnest money	Cost of tender paper	Time of completion
1	Hiring of 0.3 Cu.m. bucket capacity Excavator for filling of minimum 12,000 Cu.m. O.B./ Debris on hourly basis (517 hrs.) for filling of Illegal Mining sites within the lease hold area of Murulidih and Hantudih Colliery under W.J.Area.	Rs.4,29,394.35	Rs.4,294 /-	Rs.100/-	67 days.

Issue of tender documents – Begins on : 12.09.2011
 Closes on : 19.09.2011.

(Issue of tender documents will be done on all working days during working hours except on Sundays and Holidays). In the event of the specified date for submission/opening of bids declared a holiday by the employer, the bids will be received/opened on the appointed time on the next working day.

Date and time of opening of tender: 4.00 PM on 22.09.2011.

1. Eligibility criteria:-

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 amount equal to 50% of the estimated cost.

Or

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

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

c) **Similar work means: Transportation / Removal of Coal , Over Burden , Shale , Extraneous materials , Sand , Loading of Coal by Pay loader, Earth Cutting and Filling by mechanical means.**

d) Owner ship of fleet of Excavator having 0.3 Cu.m.(minimum) bucket capacity.

Note : a) Provision under eligibility criteria No.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.

b) As per eligibility criteria specified under No.1 (a) Pre-qualification shall be done based on experience of successfully completed works and not on experience of work in progress.

- 2) The tender documents can be obtained from Area Survey Officer , W.J.Area Mohuda Group, officiating in the office of the Addl. General Manager, W.J.Area at Mohuda Group Office, At.& P.O.:- Mohuda, Dist :- Dhanbad from 12.09.2011 to 19.09.2011. on deposition of requisite cost of tender paper in form of bank draft of Nationalized Bank in favour of **Bharat Coking Coal Limited, payable at Dhanbad.**
- 3) Completed sealed tender documents (Part I & II) i.e. Technical/commercial bid (Part I) & Price bid (Part II) should be submitted at the same time.
The tender will be received on 22.09.2011. upto 3.30 P.M. by Area Survey Officer , W.J.Area Mohuda Group, officiating in the office of the Addl. General Manager, W.J.Area at Mohuda Group Office, At.& P.O.:- Mohuda, Dist :- Dhanbad and will be opened at 4.00 P.M. on the same day in presence of the intending tenderer or their authorized representative to be present. Only part-I will be opened on 22.09.2011. The part-II will be opened only after the department is satisfied that the criteria fixed are fulfilled and also the earnest money is deposited i.e. on acceptance of part-I.
- 4) In case where tender documents are requested for transmission by post, these would be dispatched by Registered post with A.D. The department is not responsible for any postal delay in such cases.
- 5) The earnest money is to be deposited as per detail given in the tender documents.
- 6) Conditional tenders will not be accepted.
- 7) Issuance of tender documents does not mean that the parties are considered qualified.
- 8) 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.
- 9) The validity of the tender will be 120 days from the date of opening price bid or revised price bid if any.
- 10) The management of BCCL reserves right to reject any or all the tenders without assigning any reasons what so ever and to split up and distribute the work amongst the tenderers.
- 11) The tenderers has to submit Permanent Account Number of Income Tax (PAN No.), / VAT & Service Tax Registration.
- 12) Tender documents can be down loaded from Website No. <http://bccl.cmpdi.co.in> & <http://gov tenders.nic.in> & can be used for submitting tender at designated place & time by hand.
Tenderers down loading the tender document from Website are required to deposit along with their tender, a Bank draft of any Nationalised Bank in favour of Bharat Coking Coal Limited payable at Dhanbad exclusively towards the cost of tender document for the amount indicated as above in separate envelop. Any Bank Draft, prepared after the scheduled closure of sale of Tender Documents i.e.19.09.2011 , may be liable for rejection. Tender not accompanied with cost of tender documents may be liable for rejections.
The contents of the tender documents available for sale in our office shall be deemed as authenticated and the responsibility of errors and omission in the down loaded documents will be with the bidders.
- 13) Other details may be obtained from the “Detail Tender Notice/Tender documents/Website” mentioned above.

Area Survey Officer,
W.J.Area.

Copy to :-

- 1) G.M (System.), BCCL, Koyla Bhawan.
- 2) G.M, W.J.Area, Moonidih.
- 3) ES to C.V.O., Koyla Bhawan, Dhanbad.
- 4) C.G.M.(Admn.), G.M.(CMC.), Koyla Bhawan, Dhanbad.
- 5) CGM/GM/ all Areas of BCCL for wide circulation
- 6) Project Officer, Moonidih, Mahuda Group – I & II.
- 7) Area Safety Officer, W.J.Area, Moonidih.
- 8) A.F.M, W.J.Area Moonidih.
- 9) Area Civil Engineer, W.J.Area , Moonidih.
- 10) Area Manager (Plg.) W.J.Area Moonidih.
- 11) In Charge EDP Sec. W.J.Area, Moonidih,— For Logging of NIT & Tender Documents on BCCL Web-Site at an early date.
- 12) Sr. Finance Officer, W.J.Area Mahuda Group.
- 13) Sri A.Prasad, Nodal Officer to combat Illegal Mining
- 14) Notice Board.

BHARAT COKING COAL LIMITED

(A Subsidiary of Coal India Limited)

Office of the General Manager.

Western Jharia Area

Moonidih, Dhanbad

DETAIL TENDER NOTICE

1. Sealed tenders in two parts (Part-I & Part-II) with the name of work super scribed **Hiring of 0.3 Cu.m. bucket capacity Excavator for cutting & filling of minimum 12,000 Cu.m. O.B. / Debris on hourly basis (517 hrs.) for filling of Illegal Mining sites within the Lease hold area Murulidih and Hantudih Colliery under W.J.Area**, are invited on percentage above/below basis from bonafide and experienced contractors. The quoted offer should be exclusive of service tax notwithstanding the provisions as stipulated in clause 5.7 of General Terms and conditions of the Tender document and will be received by Area Survey Officer , W.J.Area Mohuda Group, officiating in the office of the Addl. General Manager, W.J.Area, at Mohuda Group Office, At.& P.O.:- Mohuda, Dist :- Dhanbad up to **3.30 P.M. on 22.09.2011**. All tenders will be opened at **4.00 P.M. on 22.09.2011**, in the presence of the attending tenderers or their authorised representative.

2(a). Tenders should be submitted in the prescribed form. These forms together with the proposed contract document including specifications and contract drawing may be obtained from the office on payment of Rs.**100/- (Rupees One hundred only)** for each set and it shall be non-refundable.

2(b). Tender shall be submitted in two parts as indicated in the Notice Inviting Tenders. Part-I shall consist of any deviations from terms and conditions of the tender and additional terms & conditions and if asked for, technical bid and credentials.

Part-II shall consist of tender documents as sold to the tenderers duly filling in rates amounts etc. i.e. price bid.

The Earnest Money Deposit is to be put into separate sealed envelope super scribed as such. Thereafter all the three envelopes should be submitted in a sealed envelope with appropriate superscription.

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

2(c). 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 of Rs. **4,294** /- for work should be deposited by the Tenderer in, **Accounts Payee Demand Drafts on Local Nationalized Banks in favour of B.C.C.L. Payable at Dhanbad.**

4. No tender will be considered unless accompanied by the said earnest money deposit receipt
5. The earnest money will be retained in the case of successful tenderers and will be not carry any interest. It will be dealt with as provided in the tender.
6. On receipt of acceptance of the tender, the successful tenderer shall sign an agreement in the proper departmental form for the due fulfillment of the contract. Failure to enter into the required agreement within the specified period shall entail forfeiture of the earnest money. The written agreement to be entered into between the contractor(s) and the company shall be the foundation of the right of both the parties and the contract shall not be deemed to be completed until the agreement has first been signed by the contractor(s) and then by the Company authorities.
7. The tender's attention is invited to the requirements of materials under specification and conditions of contract.
8. Every tenderer is expected, before quoting his rates to inspect the site of the proposed work. A schedule of quantities is enclosed with the tender notice. He should quote percentage above or below the estimated rates for finished items of work inclusive of all incidentals, overheads, leads, lifts, carriage etc. as may be attendant upon execution and completion of the items.
9. Corrections where unavoidable, shall be made by crossing out and re-writing attested with full signature and date by the tenderer. Erasing or over writing in the tender documents may disqualify the tender. **Every page of the tender documents shall be signed by the tenderers**
10. The tenderer shall closely peruse all specifications clauses which govern the rates for which is tendering.
11. The actual duration of work shall be **Sixty Seven Days**, from the date of start of work .
12. The Competent Authority of Bharat Coking Coal LTD. reserves the right to reject any or all the tenders without assigning any reasons what so ever and to split up and distribute the work among the tenderers.
13. The tenderer(s) will indicate the equipment he/they is/are going to use on this job and also give adequate evidence of his experience in doing similar works and financial capacity to complete the work in time.

14. The tenderer(s) should also state what technical personnel he/they will be employing for carryout the work.
15. Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenders of contractors who resort to canvassing will be liable to rejection.
16. (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 VI. (Applicable for works of Estimated Cost of over Rs.50 Lakhs)*

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.*

- (STRIKE OUT WHICHEVER IS NOT APPLICABLE)

17. 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
18. 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 to be entered into between the contract shall not be company shall be the foundation of he 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.
19. The tender shall remain valid for a period of 120 days (One hundred twenty days) from the date of opening of price bid or revised price bid if any.
20. Written power of attorney is required in the case the tender is signed by an authorized representative of tenderer.
20. (a) The validity period of the tenders shall be 4 (Four) months from the date of opening of price bid or revised price bid, if any.

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.

20. (b) The Company reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason what so ever.
21. The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.
22. This detailed Tender Notice shall be deemed to be part of the Contract Agreement/Work Order.
23. 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.

24. In case the contractor enters into any litigation such action should have to be taken in a court of law with jurisdiction over the place where the subject work is to be executed.
25. Written power of attorney is required in the case the tender is signed by an authorized representative of tenderer.
26. All statutory taxes will be borne by the tenderers.
27. The entire tender documents can be down loaded from our Website No. <http://bccl.cmpdi.co.in> and <http://govt.tenders.nic.in> and used for submitting tender at designated place and time by hand.

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 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 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, freezed terms & conditions/technical parameters/scope of work and revised offer, if any, specifications, drawings, including those to be submitted during progress of work, schedule of quantities with rates and amounts.
- ix) A **“ Day”** shall mean a day of 24 hours from midnight to midnight.
- x) The **“ work”** shall mean the works required to be executed in accordance with the contract/work order or parts thereof as the case may be and shall include all extra or additional, altered or substituted works or any work of emergent nature, which in the opinion of the Engineer-in-Charge, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.
- xi) **“Schedule of Rates”** referred to in this conditions shall mean the standard schedule or 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 contractors 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.
- xv)** “**The Letter of Acceptance of Tender**” means letter giving intimation to the tenderer that his tender has been accepted in accordance with the provisions contained in that letter.

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, If any.
- 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 authorised by the company for the purpose.

- 2.2 The contract document shall not be used by the contractor for any purpose other than this contract & the contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.

3. Discrepancies in contract documents & Adjustments thereof

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

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

4. Security Deposit:

- 4.1 Security deposits 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.

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

- A Bank guarantee in the form given in the bid document.
- Govt. Securities, FDR or any other form of deposit stipulated by the owner.
- Demand Draft drawn in favour of **Bharat Coking Coal Ltd** 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.

It 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.

- 4.3 All running on account bills shall be paid at 95% (ninety five percent) of work value. This 5% (five percent) deduction toward Retention Money will be the second part of security deposit.
- 4.4 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.

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) 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)/GM(C)/CE(C) of the company or Staff Officer(C) 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.
- 5.5 The company through its Engineer In Charge or his representative, on behalf of the company, shall have power to omit any part of the work 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.
- 5.6 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.

5.7. 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) 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.
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.

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 & progress chart or to complete the work and clear the site on or before the scheduled date 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 agreed compensation the amount calculated at the rates stipulated below or such smaller amount as the Engineer in Charge (whose decision in writing shall be final & binding) may decide on the amount of contract value of unfinished work for every completed week that the progress remains below that specified in the agreed time & progress chart or that the work remains incomplete.

This will also apply to items or group of items for which separate period of completion has been specified:-

- | | | |
|-----|--|----------------|
| i) | Completion period (as originally stipulated)
not exceeding three months | @ 1% per week |
| ii) | Completion period (as originally stipulated)
exceeding three months. | @ 1% per week. |

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 15% of the contract value of work or of the contract value of the item or group of items of work for which a separate period of completion is originally given.

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.

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

or

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.

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

- a) Force Majeure :- i) Natural phenomena, including but not limited to abnormally bad weather, unprecedented flood and draught, 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 if any
- d) Delay on the part of the contractors or tradesmen engaged by the company not forming part of the contract, holding up further progress of the work
- e) Non-availability or breakdown of tools and plant to be made available or made available by the company
- f) The execution of any modified or additional items of work or excess quantity of work.
- g) Any other causes which, at the sole discretion of the company, is beyond the control of the contractor.

7. Material Supply & other Facilities.

- 7.1 The company will provide One authorized person to supervise the work.
- 7.2 All materials, tools and plants brought to site by the contractor including the materials supplied by the company shall be deemed to be held in lien by the company and the contractor shall not have the right to remove the same from the site, without the written permission of the Engineer In-charge. The company shall not however be liable for any loss, theft or damage due to fire or other cause during this period of lien, the responsibility for which shall lie entirely on the contractor.
- 7.3 The contractor shall bear the cost of loading, transportation, unloading, storing under cover as required etc. as may be necessary for the use and keeping the materials in good conditions.
- 7.4 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 Incharge 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.
- 7.5 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.
- 7.6 The contractor shall arrange necessary equipments for the work.

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 drawing, 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 shall be reasonable inferable there from, along with clarifications/explanations thereof, if necessary.

- 8.1 For a quality Assurance of all the Civil Engineering works the norms guidelines laid down by the company herein and elsewhere will form part of the contract for the purpose of quality of works.
- 8.2 The contractor shall be responsible for contract 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 Incharge or by his authorized representative or any other official of higher rank or any other person authorized by the company in his behalf and the contractor shall allow the same.

9. Measurement and payment :

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 instruction 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

9.4 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 to 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 measurement 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.

9.5 Payments : The Contractor will submit the bills after completion of work to the Engineer in Charge for Payment the payment would be made within the reasonable time. No interest will be admissible if there is any delay in payment of bill / bills.

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

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

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

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

9.7 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 demands, the same should be realized from the contractor's dues, if any with Coal India Limited or any of its subsidiaries.

- 9.8 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 Engineer in Charge .
- 9.9 Income tax deduction will be made as per I.T Act. Sales tax or any other taxes as applicable on works contract shall be payable by the contractor, If, however, the company is asked to make deduction from the contractor's bills, the same shall be done and a certificate to this effect shall be issued to the contractor for dealing with the State Govt. and the company does not take any responsibility to do anything further in this regard.
- 9.10 No interest shall be payable on the amounts withheld, under the terms of the Agreement/Work order.
10. Terminations, Suspension, cancellation and Foreclosure of contract. The company shall, in addition to other remedial steps to be taken as provided in the conditions of contract be entitled to cancel the contract in full or in part, if the contractor:- Makes 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

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

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

or

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

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

Transfers, sublets, assign 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.
- a) 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 reorganization, or a receiver or manager is appointed by the court on the application by the debenture holders of the contractor's company, if any.
- b) 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.

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.

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 this respect by the Engineer In-charge & if such suspense exceeds 45 (forty five) days, the contractor will compensated on mutually agreed terms.

- 10.4** The work shall throughout the stipulated period 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 15(fifteen) percent of the contract value.

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT.

- a.) The contractor will submit a daily progress report to the Manager of the Colliery
- b.) Log Book should be strictly maintained during execution of the Work.
- c.) The Contractor should be in a position to mobilise machineries and manpower for starting operation within a period of maximum 10 days of receipt of work order / letter of intent which will indicate location and completion time of the work. Failure on the part of the Contractor to do so may compel the company to terminate the contract and forfeit the Earnest Money.
- d.) The contractor shall have no claim whatsoever for the idleness of his equipments / employees nor will thereby any financial liability of the company on these accounts.
- e.) The Company reserves the right to extend or abridge the period of contract at its sole discretion. No claim of the contractor shall be against the company on this account
- f.) The time of completion of Work shall be stipulated by the controlling officer in the letter of intent / work order and daily progress report of filling Work with details shall be maintained and signed jointly by the Engineer In Charge or his authorized representative and authorized representative of the contractor at site. A copy of the completion certificate for the Work should be enclosed with the Bill for claiming payment.
- g.) The Contractor will compensate the company for any loss suffer by the company and any damage caused to any property of the company due to any act of commission or omission on the part of the contractor and or his employees. The assessment made by the company in this regard shall be final and binding on the contractors.
- h.) The contractor shall make arrangement at his own cost for guarding / security of his equipment / employee / establishment and the company shall have no responsibility / liability for the loss or damage suffered by the contractor during execution of the work.
- i.) The company may for any reason ask the contractor to suspend the work and the contractor shall be bound to comply with such instructions without having any claim for the idleness of his equipment or employees or for any loss / suffered by him due to such suspension. In the event of suspension termination the contractor will be paid only for the work satisfactorily completed. If the contractor stops the work on his own accord without completing the work, the company reserves the right to refuse payment for the incomplete work besides taking such other penal and legal action as it considers necessary.

- j.) All items of works carried out by contractor shall be entered in the Measurement Book, which shall be taken jointly by the Engineer in Charge and the contractor. Measurement of the Filling work will be made in Cubic metres and by standard methods.
- k.) The contractor will look after the entire filling work, with own machinery, equipment, personnel and will take up the work as and when directed by EIC and complete the work within the time schedule, and to the satisfaction of Company's authorised representative.
- l.) POL, Driver and Maintenance of the Machine shall be the sole responsibility of the contractor.
- m.) The contractor will be responsible for loss of any equipment, whatsoever during the course of filling Work. The company will not be responsible for reimbursement of such losses.
- n.) The contractor shall not lift / shift the machine from the site without prior permission of the company. In case of serious breakdown of the contractor's machine the contractor shall have to provide another machine so as to complete the work in time. If the contractor fails to do up on receipt of a written notice from the company the contractor will be liable to imposition of penalty or even termination without any compensation.
- o.) No payment will be made for transportation of any equipments etc.
- p.) The payment shall be regulated according to the actual working hours and the quantity stipulated in the N.I.T / Work Order is estimated only and this shall in no way restrict the contractor to fill more than the stipulated 12,000 Cu.m. O.B. / Debris within the allotted time. The contractor is to complete the entire job within 67 days from the day the work is actually started and not otherwise.
- q.) Maximum of 67 days given for the job is based up on daily working of 06 hrs. a day. However, the said stipulated working hours a day may be changed / extended / reduced, if the situation so warrants and shall be subject to the discretion of the management.

11. **Additional Responsibilities of the contractor(s).**

- (a) i) 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 shall indemnify the company against any claim on this account.

The contractor / contractors shall at all times exercises reasonable precautions for the safety of employees in the performance of his/their contract and shall comply with all applicable provisions of the safety laws drawn 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 handbook as approved and amended from time to time by the Government of India.

- ii) 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.
- iii) The contractor shall maintain all records as per the provision made in the various statutes including contract Labour (Regulation & Abolition) Act, 1970 and the Contract Labour (Regulation & Abolition) Central Rules, 1971, Minimum Wages Act, Workmen Compensation Act etc. and latest amendment thereof. Such records maintained by the contractor shall be opened for inspection by the Engineer In-charge or by the nominated representative of the Principal Employer.
- iv) The taxes, whether Local, Municipal, provincial or central etc. and cess, royalties etc. are payable or may become payable during the entire periods of contract, shall be to the contractor/contractors account and shall be deemed to have been included in the tender for the work to be executed by him/them.
- v) The contractor/contractors shall make his/their own arrangement for all materials, tools, staff and labourer required for the contract which shall include cost of lead, lift, loading, unloading, unloading, railways freights, recruiting expenses and any other charges for the completion of the works.
- vi) The work shall not be sublet to any other party, unless approved by Engineer In-charge, in writing.
- vii) The contractor / contractors shall not pay less than the minimum wages to the labourers engaged by him/them as per Minimum Wages Act or such other legislation or award of the minimum wage fixed by the respective State Govt. or Central Govt. as may be in force.
- viii) All accounts shall be maintained properly and the company shall have the right of access and inspection of all such books of accounts etc., relating to payment of labourer considered necessary and the company may arrange for witnessing the payment to the labourer by its representatives.
- b) The company against all claims, damages or compensation under the provisions of payment of Wages Act, 1938, Minimum Wages Act, 1948, Employer's Liability Act, 1938. The Workmen's Compensation Act, 1923, Industrial Dispute Act, 1947, Mines Act as applicable, Employees State Insurance Act 1948 and Maternity Benefit Act, 1961 or any modification thereof or any other law relating thereto and rules made there under from time to time, as may be applicable to the contract which may arise out of 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.

- i) On receipt of Letter of Acceptance of Tender / Work Order the contractor shall forthwith Register and obtain License from the competent authority under the Contract Labour (Regulation & Abolition) Act 1970, the Contract Labour (Regulation & Abolition) Central Rules, 1971 and submit certified copies of the same to the Engineer In Charge and the Principal Employer.
- ii) The contractor shall be registered with the concerned State Govt. and the Central Govt. in respect of Sales Tax Act/VAT/ Service tax and the certificate having details of Registration No., period of validity etc. should be submitted to the Engineer In Charge.
- iii) 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.

TENDER FOR WORK

I/we hereby tender for the execution for the Bharat Coking Coal Limited, Dhanbad of the work specified in the under written memorandum at the rate specified there within a period of Six months from 10 days after the issue of letter of intent or from the date of handing over site whichever is later in accordance in all respect with the specification, design, drawings and other documents attached to this and subject to the annexed conditions of contract and with such materials as are provided for by and in all other respects in accordance with such conditions so far as applicable.

MEMORANDUM

- | | | | |
|-----|--|---|--|
| (A) | Name of work | : | |
| (a) | If several sub works are included they | : | |
| | Should be detailed in a separate list. | : | Enclosed |
| (B) | Agreement Value | : | |
| (C) | Earnest Money | : | |
| (D) | Security Deposit (including earnest Money) to be deposited before Commencement of the work for Agreement Value Rs. | : | As per details in para 4[A] of General Terms & Condition. to Estimated Value Rs. be deducted |
| (E) | Time of completion | : | 67 DAYS. |
| 1) | Present Address of Tenderers | : | |
| 2) | Relationship of the tenderers with BCCL employee, if any, giving Name , designation and place of posting of the employee | : | |

Signature of the contractor

PART – II

PRICE B I D

(To be submitted with Part-II envelope)

B.O.Q./ Price bid**Name of work :-**

**Hiring of 0.3 Cu.m. bucket capacity
Excavator for filling of minimum
12,000 Cu.m. O.B./ Debris on
hourly basis (517 hrs.)for filling of
Illegal Mining sites within the lease hold
area of Murulidih and Hantudih Colliery
under W.J.Area.**

Details of Work :-

Work load of Machine 0.3 Cu.m. bucket capacity = 30 Cu.m. / Hour. In static condition.

To Fill up 12000 Cu.m. O.B. / Debris = $12000 \div 30 = 400.00$ hours.

Work will be done 6 Hrs. per day.

The work of filling will be completed = $400 \div 6 = 66.66$ Say 67 days.

Fleetting Time = 1 hrs. per day = $67 \times 1 = 67$ hrs.

Time required for Lead distance = 50 hrs. (Approx.)

Total hours of work will come = $400 + 67 + 50 = 517$ hrs.

Sl. No.	Description of Work.	Time. (hrs.)	Rate. (Rs. / hrs.)	Amount. (Rs.)
01.	Hiring of 0.3 Cu.m. bucket capacity Excavator for Filling of minimum 12000 Cu.m. O.B. / Debris On hourly basis (517 hrs.) for filling of Illegal Mining sites within the Lease hold area of Murulidih and Hantudih Colliery under W.J.Area.	517	830.55	4,29,394.35

I/ We hereby quote my/ our rate _____ %

(_____) above/ below the estimated rate.

Signature of Contractor

**Area Survey Officer
W.J.Area Mohuda Group**