

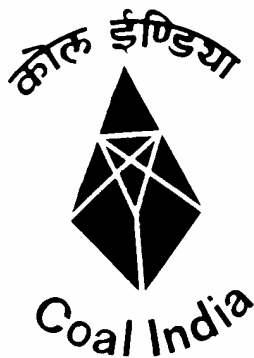
DOCUMENT NO:

# TENDER DOCUMENT

FOR THE WORK OF

CONSTRUCTION OF 2000 GPM EFFLUENT TREATMENT PLANT AT LEDO  
OCP.

TENDER NOTICE NO:-NEC/MGT/TND/189/C. DT. 05.08.09



NORTH EASTERN COALFIELDS  
COAL INDIA LIMITED  
MARGHERITA  
ASSAM-786181

**NORTH EASTERN COALFIELDS  
COAL INDIA LIMITED  
MARGHERITA**

**TENDER NOTICE**

**TENDER NOTICE NO : NEC/MGT/TND/189/C**

**DATE:05.08.09**

Sealed turn-key tenders are invited from reputed and experienced contractors for the following works

Name and Description of work	Location	Period of Completion
Design,execution,supplying,and commissioning 2000 GPM Effluent treatment plant at Ledo OCP	Ledo	06 Months

**EARNEST MONEY :-**

2. Rs 50,000.00( Rupees Fifty thousand only) as Earnest Money Bid security is to be deposited in the form of irrevocable Bank Guarantee (from Scheduled Bank/Branch accepted to the owner) with validity 28 days beyond the validity of the Bid in the format given in the Bid Document. Certified Cheques and Demand drafts will also be acceptable as Earnest Money/Bid Security drawn in favour of Coal India Limited on any scheduled Bank payable at its branch at Margherita. Earnest Money/Bid Security of the unsuccessful bidder shall be refundable as promptly as possible after opening of Price Bid and finalization of the tender and shall bear no interest.

**APPLICATION FEE FOR TENDER DOCUMENTS :-**

3. The price of tender documents shall be Rs 1000.00 (Rupees One thousand only) payable either in cash or by Bank draft drawn in favour of Coal India Limited on any scheduled bank payable at its branch at Margherita.

**AVAILABILITY OF TENDER DOCUMENTS :-**

4. (i)Tender documents including terms and conditions of work, shall be available on payment, from the office of the Chief General Manager, North Eastern Coalfields,Coal India Limited , Margherita ,Assam from 16.08.09 to 31.08.09 on any working days between 8.00 hours and 16.00 hours.  
  
(ii)Tender document is also available on our website [www.neccoal.co.in](http://www.neccoal.co.in)

**GENERAL INSTRUCTIONS FOR SUBMISSION OF TENDER :**

5. Tenderer should strictly comply with the following instructions :-

6. a) A tenderer is required to submit his offers in sealed covers giving reference to this Tender Notice No. and date, containing offers in three parts prominently superscribed as Part-I, Part-II and Part-III respectively.  
 b) Three Parts should contain the details of the offer as follows:

Part I – full details of the firm, information on the supplies of similar equipment to different parties in the country, details of project handled, testimonials and documentary evidence in support of satisfactory performance, financial capabilities and any other relevant information and the Earnest Money Deposit.

Part II - i) Technical offer along with technical specifications of equipment/know-how offered, drawings pamphlets etc. strictly in terms of tender enquiry.

ii) Alternative offers, if any.

Part-III- Prices only in the format as indicated in the tender documents.

6. Part II and III of the offer shall be opened only in respect of such tenders as are found valid after scrutiny of Part I.

7. **VALIDITY PERIOD OF OFFER** :-

The rates offered in Part III should be valid for six calendar months from the date of opening of Part I of the Tender

8. **RECEIPT OF TENDERS** :-

Tenders are to be received in sealed covers upto 14.30hrs on .01.10.09 at the Office of the Chief General Manager, North Eastern Coalfields, Coal India Limited , Margherita , Assam.

**OPENING OF TENDERS** :-

9. Tenders will be opened at 15.00(hrs) on 1.10.09 at the office of the Chief General Manager, NEC, Coal India Limited , Margherita.

10. **DEPUTATION OF REPRESENTATIVES FOR NEGOTIATION**:-

After opening of the tender, if the company decides to negotiate, the tenderers should be in a position to depute their representatives, at short notice, with full authority for negotiating on technical as well as commercial terms and conditions of the contract.

11. The company is not under any obligation to accept the lowest tender/tenders and reserves the right to reject any or all the tenders without assigning any reason whatsoever and also to distribute the work and allot the work/works to more than one tenderer, at its sole discretion.

**General Manager  
 North Eastern Coalfields  
 Coal India Limited  
 Margherita**

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## INSTRUCTION TO BIDDERS

### 1. SCOPE OF TENDERER :-

- 1.1 North Eastern Coalfields, Coal India Limited, Margherita invites bids for the construction on turnkey basis for the works detailed in the table given in the Notice Inviting Tenders (NIT). The tenderers may submit tenders for any or all of the works (Packages or slices) detailed in the NIT.
- 1.2 The successful Bidder will be expected to complete the Works by the Intended Completion Date specified in the Contract.

### 2. ELIGIBLE TENDERERS:-

- 2.1 The Invitation for Bids is open to all Bidders eligible to participate as per qualifying criteria laid down separately hereinafter.
- 2.2 All Bidders shall provide in Part 1, Forms of Bid and Qualification Information, a statement that the Bidder(including all members of a joint venture and subcontractors) is not associated, not has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Engineer for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation of supervision of the works shall not be eligible to Bid.
- 2.3 **Joint Venture** : Two or three companies/ contractors may jointly undertake contract/ contracts. Each entity will be jointly responsible for completing the task as per the contract.
- 2.4 The company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy”.

### 3. QUALIFICATION OF THE TENDERER :-

- 3.1 All bidders shall provide in Part 1, Form of Bid and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 3.2 In the event that prequalification of potential bidders has been undertaken, only Bids from pre-qualified bidders will be considered for award of contract. These qualified bidders should submit with their bids any information updating their original prequalification applications or, alternatively, confirm in their bids that the originally submitted pre-qualification information remains essentially correct as of the date of bid submission. The update or conformation should be provided in Part 1.
- 3.3 If the employer has not under taken pre-qualification of potential bidders, all bidders shall include the following information and documents with their bids (copies of all documentary evidences are to be duly authenticated by the tenderers/constituted attorney of the tenderer with full signature and seal. All signed ` declarations are to be made in the tenderer's letter head.)

- a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of signatory of the Bid to commit the Bidder,
- b)
  - i) total monetary value of contractual work performed for each of the last five years.
  - ii) Experience in having successfully executed similar works during last seven years.
- c) Experience in works of similar nature and size for each of the last seven years and details of work under way or contractually committed; and the name and address of clients who may be contacted for further information on those contracts with performance certificate for the works executed in last seven years from the respective owners.
- d) major items of construction equipment proposed to carry out the Contract;
- e) qualifications and experience of key site management and technical personnel proposed for the contract;
- f) reports on financials standing of Bidder, such as profit and loss statement and auditor's reports for the past five years;
- g) evidence of adequacy of working capital for this Contract (access to lines of credit and availability of other financial resources);
- h) authority to seek references from the Bidder's bankers;
- i) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount including status of final settlement of contracts including claims/counter claims, liquidated damages, bonus etc. if any.
- j) Proposals for subcontracting components of the works amounting to more than 10 percent of the contract Price and
- k) Permanent Income Tax Account No. (PAN)
- l) The bidders would give a declaration that they have not been banned or delisted by any Govt. or Quasi-Gove. Agencies or PSU's that fact must be clearly stated and it may not necessarily be a cause for disqualifying him. If this declaration is not given the bid will be rejected as non-responsive.
- m) Two or three companies/contractors participating in the bid as Joint Venture should submit Firm-wise participation details, Banker's name, execution of work with details of contribution of each and all other relevant details.

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

### 3.4 **TO QUALIFY FOR AWARD OF THE CONTRACT :-**

- a) The intending tenderer must have in its name as a prime contractor experience of having successfully complete 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
- i) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost  
or
  - ii) Two similar completed works each costing not than the amount equal to 50% of the estimated cost  
Or
  - iii) One similar completed work costing not less than the amount equal to 80% of the estimated cost.
- b) Average annual financial turnover of civil work during the last 3(three) years, ending 31<sup>st</sup> March of the previous financial year should be at least 30% of the estimated cost.
- b) Evidence of possessing adequate working capital (at least 20% of the value of this work) inclusive of access to lines of credit and availability of other financial resources to meet the requirement.
- c) Evidence of possessing adequate infrastructural support with respect to design, construction, manufacture/supply of major equipment inclusive of legally bound back-up MOU/Agreement with other agencies in the respective field of specialization as joint venture partners or sub-contractors.

[Note : Financial turn over and cost of complete works of previous works shall be given a weightage of 5% per year (average annual rate of inflation) to bring them at current price level).

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

3.6 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have :

- a) made misleading or false representations in the forms, statement and attachments submitted in proof of the qualification requirements; and/or
- b) record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history or financial failure etc.

Notes : 1) The qualification criteria shown above are to be considered as a standard for normal works.

### 4. **ONE BID PER BIDDER :-**

Each Bidder shall submit only one Bid, either individually, or as a partner in a partner-Ship firm or a partner in a joint venture or a public limited firm. A Bidder who submits or participates updated estimated value in more than one Bid (other than as a subcontractor or in cases of alternatives

that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

5. **COST OF BIDDING** :- The Bidder shall bear all costs associated with the preparation and submission of Bid, and the Employer will in no case be responsible or liable for those costs.

6. **SITE VISIT** :-

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

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

6.3 Site Investigation Reports : The Contractor, in preparing the Bid, shall rely on the Site Investigation report referred to in the contract data, supplemented by any information available to the Bidder.

7. **CONTENT OF BIDDING DOCUMENTS** :-

7.1 The set bidding documents comprises the documents listed in the table and addenda issued in accordance with Clause 9:  
NOTICE INVITING TENDER

Section 2	Instructions to Bidders;
Section 3	Forms of Bid and Qualification Information
Section 4	Conditions of Contract;
Section 5	Specifications;
Section 6	Tender Drawings;
Section 7	Scope of work/procedure and form of bidding the price including weight and volume of major components of work
Section 8	Form of Securities, Forms of Bank Guarantees and form of Article of Agreement.

8. **CLARIFICATION OF BIDDING DOCUMENTS** :-

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

8.2 Pre-bid meeting : A pre bid meeting will be held on 13.08.09 at 10.00hrs at the office of Chief General Manager, North Eastern Coalfields, Coal India Limited, Margherita, Assam 786181 to clarify the issues and to answer questions on any matter that may be raised at that stage.

9. **AMENDMENT OF BIDDING DOCUMENTS** :-

9.1 Before the deadline for submission of Bids, the Employer may modify the bidding documents by issuing addenda.

9.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all purchasers of the bidding documents. Prospective Bidders shall acknowledge receipt of each addendum by cable to the Employer.

9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer shall extend, as necessary, the deadline for submission of Bids, in accordance with Sub-clause 19.2 below. And the same is also to be communicated simultaneously to all the purchaser of the bidding document.

10. **LANGUAGE OF BID** :-

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

11. **DOCUMENTS COMPRISING THE BID** :-

11.1 The Bid, comprising of three parts, will be submitted by the bidder in the following manner :

- a) Part I of the bid to be submitted in Ist inner sealed envelope comprising of –
  - (i) bid security/ earnest money deposit,
  - (ii) letter of the bidder submitting the bid in the form as stipulated in 'Contractor' bid' of the bid document and
  - (iii) Qualification information as indicated in bid document and Documents as required in accordance with stipulations of bid document and any other materials required to be completed and submitted by bidder in accordance with these instructions.
- b) Part II of the bid to be submitted in the IInd inner sealed envelop  
Comprising of
  - i) Technical offer alongwith technical specifications equipment/know -how offered, Drawings, pamphlets etc. strictly in terms of tender enquiry
  - ii) Alternative offers of the bidder, if any, fulfilling the requirements terms of tender inquiry with specifications and details.
  - iii) Commercial Terms and Conditions including payment terms in case deviating from those in the tender inquiry.
- c) Part III of the bid, to be submitted in IIIrd inner sealed envelope, shall comprise of Price Bid only in the format as indicated in the tender documents.
- d) All the inner sealed envelopes will then be placed in one outer envelope, sealed And marked properly as per Clause 18 and submitted to the Employer at its address before the deadline for submission of the bid as described in Clause 19.

12. **BID PRICES** :-

12.1 The contract shall be for the whole Works as described in Sub-Clause 1.1, based on the scope of works. Corrections, in the bidding document.

12.2 The Bidder shall submit rates and prices for all items of the Works described in the wscope of works. corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

12.3 All duties, taxes, and other levies payable by the Contractor under the contract, or

for any other cause shall be included in the rates, prices and the total Bid Price submitted by the Bidder. All incidentals, overheads, leads, lifts, carriages etc. as may be attendant upon execution and completion of works as stipulated in the bidding document shall also be included in the rates, prices and total prices submitted by the bidder.

12.4 The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to variations on any account except to the extent allowed as per the conditions of the contract indicated in the bidding document.

13. **CURRENCIES OF BID AND PAYMENT** :-

13.1 The unit rates and prices shall be quoted by the Bidder entirely in Indian Rupees.

14. **BID VALIDITY** :-

14.1 Bid shall remain valid for a period not less than one hundred and eighty days after the deadline for bid submission specified in Clause 19. A bid valid for a shorter period shall be rejected by the Employer.

14.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security.

A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid security for a period of the extension, and in compliance with Clause 15 in all respects.

15. **BID SECURITY/EARNEST MONEY DEPOSIT** :-

15.1 The bidder shall furnish, as part of his bid, a Bid Security/Earnest Money in the amount in the amount as shown in NIT for this particular work. Bid Security/EMD will be required to be deposited in the form of irrevocable Bank Guarantee (from Schedule Bank/Branch acceptable to the owner) with validity 28 days beyond the validity of the Bid in the format given in the Bid Document. Certified Cheques and Demand Drafts will also be acceptable as Bid Security as Bid Security/Earnest Money drawn in favour of Coal India Limited on any Scheduled Bank payable at its branch at Margherita.

15.2 Any Bid not accompanied by an acceptable Bid security/EMD shall be rejected by the Employer as non-responsive.

15.3 The Bid Security/EMD of the unsuccessful bidder shall be refundable as promptly as possible after opening of Price Bid and finalization of the tender.

15.4 The bid Security/EMD of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security /Security Deposit.

15.5 The Bid Security/Earnest Money may be forfeited :

- a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity; or
- b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to:
  - (i) Sign the Agreement; or
  - (ii) Furnish the required Performance Security/Security Deposit.
- c) If the bidder does not accept the correction of the bid price pursuant to clause 26 of ITB.

15.6 The Bid security/EMD deposited with the Employer will not carry any interest.

**16 ALTERNATIVE PROPOSALS BY BIDDERS :-**

16.1 Bidders shall submit offers that comply with the requirements of the Bidding documents, including the basic technical design as indicated in the drawings and specifications. Alternatives will not be considered, unless specifically allowed in the bidding Data. If so allowed, Sub-Clause 16.2 shall govern.

16.2 If so allowed in the bid document, Bidders wishing to offer technical alternatives to the requirements of the Bidding documents must also submit a Bid that complies with the requirements of the Bidding documents, including the basic technical design as indicated in the drawings and specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Employer, including design calculations, technical specifications, breakdown of prices, proposed construction methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements stipulated in the bidding document shall be considered by the Employer.

**17. FORMAT AND SIGNING OF BID :-**

17.1 The Bidder shall prepare the bidding documents comprising the Bid as describe Clause 11 of this instruction to Bidders.

17.2 All documents of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder pursuant to Sub-Clause 3.3(a). All pages of the Bid document shall be initialed by the person or persons signing the Bid.

17.2 The Bid shall contain no alterations, or additions, except those to comply with Instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid. Erasing or overwriting in the bid document mat disqualify the bidder.

**18. SEALING, MARKING AND SUBMISSION OF BIDS :-**

18.1 The Bidder shall seal the Bid in three inner sealed envelopes and one outer sealed Envelop, duly marking the inner envelopes in the following manner :

- a) Ist inner sealed envelop will be marked" Part I – Bid for " Construction of 2000GPM Effluent Treatment Plant at Ledo OCP"comprising of Bid Security/EMD with qualification information.
- b) IInd inner sealed envelope will be marked as "Part II – Technical and commercial Part for " Construction of 2000GPM Effluent Treatment Plant at Ledo OCP"
- c) IIIrd inner sealed envelope will be marked " Part III – Price Bid for Construction of 2000GPM Effluent Treatment Plant at Ledo OCP"
- d) Outer Sealed envelop will be marked as "Bidding Documents for Construction of 2000GPM Effluent Treatment Plant at Ledo"

18.2 The inner envelopes placed in outer envelopes shall ;

- a)be addressed to the Employer at the following address and submitted accordingly before the deadline for submission of bid as indicated in Clause 19

**The Chief General Manager, North Eastern Coalfields, Coal India Limited,  
P.O.Margherita ,Assam :**

and

b) Inner and outer envelopes will bear the following additional identification.

Bid for\_ " Construction of 2000GPM Effluent Treatment Plant at Ledo OCP"

Bid Reference No.....

- DO NOT OPEN BEFORE 15.00 HRS IST on\_01.09.09

- 18.3 In addition to the identification required in Sub-Clause 18.2 the inner and outer envelopes shall indicate the name and address of the Bidder.
- 18.3 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

19. **DEADLINE FOR SUBMISSION OF BIDS :-**

- 19.1 Bids shall be delivered to the Employer at the address specified above not later than 14.30Hrs.of 31.08.09. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be received upto the appointed time on the next working day.
- 19.2 The Employer may extend the deadline for submission of Bids by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline will then be subject to the new deadline.

20. **LATE BIDS :-**

- 20.1 Any Bid received by the Employer after the deadline prescribed in Clause 19 due to any reason whatsoever will be accepted.

21. **MODIFICATION AND WITHDRAWAL OF BIDS :-**

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

22. **BID OPENING :-**

- 22.1 The Employer will open part I of the bids first, including modifications made pursuant to Clause 21, in the presence of the bidders' or their representatives who choose to attend at the time and in the place specified in Clause 19. In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.
- 22.2 After examination and evaluation of part I of the bids in accordance with Cl. 25 of these instructions, part II of the bids which are substantially responsive and fulfilling the requisite eligibility criteria laid down under these instructions shall be opened.
- 22.3 Part III of the bids which are technically and commercially at par and substantially responsive in accordance with specifications, scope, terms and conditions and fulfilling the requirement to the bidders, shall be opened.

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

22.5 The Bidders' names, the Bid Prices, any discounts, Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.

23. **PROCESS TO BE CONFIDENTIAL** :-

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

24. **CLARIFICATION OF BIDS** :-

24.1 To assist in the examination, evaluation, and comparison of Bids, the Employer Discretion, ask any Bidder for clarification of the Bidder's Bid including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, telex, or facsimile.

25. **EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS** :-

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

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

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

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

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

26. **CORRECTION OF ERRORS** :-

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

- a) Where there is a discrepancy between the amounts in figures and in words, the amounts in words will govern ; and
- b) Where there is a discrepancy between the unit rate and the line items total resulting from multiplying the unit rate by the quality, the unit rate as quoted will govern.

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

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

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

27. **EVALUATION AND COMPARISON OF BIDS :-**

27.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 25.

27.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows :

- a) making any correction for errors pursuant to Clause 26.
- b) making an appropriate adjustment for any other quantifiable acceptable variations, deviations or alternative offers submitted in accordance with Clause 16; and
- c) making appropriate adjustment to reflect discounts or other price modification offered in accordance with Clause 21.

27.3 The Employer reserved the right to accept or reject any variation, deviation, or alternative offer and other factors that are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the employer shall not be taken into account in Bid evaluation.

27.4 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the work., to demonstrate the internal consistency of those prices with the construction methods and schedule proposed.

28. **AWARD CRITERIA :-**

28.1 Subject to Clause 29, the Employer will award the Contract to the best qualified Bidder whose Bid has been determined to be substantially responsive to the Bidder documents and who has offered the lowest evaluated Bid Price. Employer shall be the sole judge in this regard.

29. **EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS :-**

29.1 Notwithstanding Clause 28, the employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all Bids, at any time prior to the award of contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

30. **NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT**

30.1 The Bidder, whose Bid has been accepted, will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex, or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the

works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called "the Contract Prices").

30.2 The notification of awarded will constitute the formation of the Contract, subject only to the furnishing of a Performance Security/Security Deposit in accordance with Clause 31.

30.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder within 28 days following the notification of award along with the letter of Acceptance

30.4 Upon the furnishing by the successful Bidder of the Performance security/Security deposit, the Employer will promptly notify the other Bidder that their Bids have been unsuccessful and refund the Bid Security/Earnest Money Deposit.

### 31. **PERFORMANCE SECURITY/SECURITY DEPOSIT/PERFORMANCE GUARANTEE** :-

- 31.1 Security Deposit shall consist of two parts;
- a) Performance Security to be submitted at award of work and.
  - b) Retention Money to be recovered from running bills.
- The security deposit shall bear no interest
- 31.1.1 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 after which bid security/earnest money will be refunded to the contractor .
- 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 Coal India Limited on any Scheduled Bank payable at its Branch at Margherita.
- 31.1.2 If performance security is provided by the successful bidders in the form of bank guarantee it shall be issued either –
- b) at Bidder's option by a nationalized/Scheduled Indian Bank or
  - c) by a foreign bank located in India and acceptable to employer
- 31.1.3 Retention Money should be deducted at 5% from running bills. Total of performance security and Retention Money should not exceed 10% of contract amount or lesser sum indicated in the bid document.
- 31.2 The Guarantee amount shall be payable to the Employer without any condition whatsoever.
- 31.3 The performance Guarantee shall cover additionally the following guarantees to the Employer;
- a) The successful bidder guarantees the successful and satisfactory operation of the equipment furnished and erected under the contract, as per the specifications and documents.
  - b) The successful bidder further guarantees that the equipment provided and installed by him shall be free from all defects in design, material and workmanship and shall upon written notice from the employer fully remedy free of expenses to the Employer such defect as developed under the normal use of the said equipment within the period of guarantee specified in the relevant clause of the Conditions of contract.
- 31.4 The contract Performance Guarantee is intended to secure the performance of the entire Contract. However it is not construed as limiting the damages under clause entitled 'Equipment Performance Guarantee' in section Technical Conditions of contract and damages stipulated in the other clauses in the bidding documents.

31.5 Bank Guarantee is to be submitted in the format prescribed by the company in the bid document. Bank Guarantee shall be irrevocable and it shall be from any Nationalised Bank/Scheduled Bank.

31.6 The company shall be at liberty to deduction /appropriate from the contract Performance Guarantee/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 contract Performance Guarantee/Security Deposit shall have to be restored by Contractor subsequently.

31.7 The Contract Performance Guarantee will be returned to the Contractor without any interest at the end of the Guarantee period.

31.8 Failure of the successful Bidder to comply with the requirements of Sub-Clause 31.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

31.9 Performance Security/Security deposit shall be converted into Performance Guarantee on successful completion of work in accordance with contract and upon satisfactory trial operations and shall be valid for 90 days after the end of Guarantee period.

32. **EMPLOYMENT OF LOCAL LABOUR** :-

32.1 ' Contractors are to employ, to the extent possible, only local project affected people and pay wages not less than minimum wages fixed by the local Government".

33. **LEGAL JURISDICTION** :-

33.1 Matter relating to any dispute or difference arising out of this tender and subsequent contract awarded based on the bid shall be subject to the jurisdiction of Margherita. court only.

34. **DEEMED EXPORTS** :-

34.1 If the bidder has quoted any item/items under the deemed exports then it will be the responsibility of the bidder to get all the benefits under deemed exports from the Government. The Company's responsibility shall only be limited to the issuance of required certificates. The quotation of the Bidder will be unconditional and phrases like "Subject to availability of deemed exports benefit" will not find place in it.

35. **SUB-CONTRACTOR/SUB-VENDOR** :-

35.1 A firm which has been engaged by the Company to provide Goods or Works for a project or any of its affiliates will be barred from providing consultancy services for the same project. Conversely, a firm hired to provide consultancy services for the preparation or implementation of a project and any of its affiliates will be barred from subsequently providing Goods or Works or services related to the initial assignment for the same project.

36. **SUB-CONTRACTOR SUB-VENDOR** :-

36.1 The contract agreement will specify major items of supply of services for which the contractor proposes to engage Sub-Contractor/Sub-Vendor. The contractor may from time to time propose any addition or deletion from any such list and will submit the proposals in this regard

to the Engineer in Charge/Designated Officer in Charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer in Charge/Designated Officer will not relieve the contractor from any of his obligation, duties and responsibilities under the contract.

- 36.2 If a contractor submits his bid, qualifies and does not get the contract because of his not being the lowest, he will be prohibited from working as a sub-contractor for the contract or who is executing the work.

**FORMS OF BID QUALIFICATION INFORMATION**

**CONTRACTOR'S BID**

**Sub : BID for the work.....**

**To,**

**The Chief General Manager  
North Eastern Coalfields  
Coal India Limited  
P.O.-Margherita  
Assam -786181**

**Dear Sir,**

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying the Bidding Document issued to us. The Bid Security/Earnest Money in accordance with the NIT and Instructions to Bidders amounting to Rs.

.....(in figures).....  
.....

(in Words) in the form as stipulated in Clause 15 of the instructions to Bidders is enclosed herewith (to be filled in by the Bidder).

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

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

Yours faithfully,

Authorised Signature : \_\_\_\_\_  
Name and Title of the Signatory : \_\_\_\_\_  
Name of the Bidder : \_\_\_\_\_ (the Contractor)  
Address : \_\_\_\_\_  
Date : \_\_\_\_\_  
(To be filled in by Bidder)

- Enclo i) EMD of Rs..... Vide..... dt.  
ii)  
iii)  
iv)

## FORMS OF BID AND QUALIFICATION INFORMATION

**QUALIFICATION INFORMATION**  
(The information to be submitted by all the bidders)

## 1. Individual Bidders or Individual Members of Joint Ventures

## 1.1 Constitution or Legal status of Bidder (attach copy)

Place of registration : \_\_\_\_\_  
Principal Place of Business : \_\_\_\_\_  
Power of Attorney of signatory Bid : (attach)

## 1.2 Details of the turnover during last 3 (three) years :

Annual Turnover Data (Construct only)		
Year	Turn over in Rs.	Remarks

## 1.3 Joint Venture details :

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

NOTES : Joint Ventures must comply the following requirements :

- i) Following are the minimum qualification requirements for joint ventures :
  - a) The lead partner shall meet not less than 40% of all the qualifying criteria stated in the bid document.
  - b) The other partners shall meet not less than 30% of all the qualifying criteria stated in the bid document.
- ii) The formation of joint venture or change in the joint venture character/partners after submission of the bid and any change in the bidding regarding joint venture will not be permitted.
- iii) Any bid shall be signed so as to legally bind all partners jointly and severally And any bid shall be submitted with a copy of the joint venture Agreement (JV Agreement) providing the joint and several liabilities with respect to the contract.
- iv) The pre-qualification of a joint venture does not necessary pre-qualify any of its partners individually of as a partner in any other joint venture or association. In case of dissolution of a joint venture, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.

- iv) The bid submission must include documentary evidence to the relationship between joint venture partners in the form of JV Agreement to legally bind all partners jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total )and liabilities (joint and several) in respect of each and all of the firms in the joint venture. Such JV Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified and to execute the contract for the facilities if their bid is successful.
- v) 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 Attorney signed Dy. Legally authorized signatories of all the partners.
- vi) The JV Agreement must provide that the lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture and the entire execution of the contract shall be done with active participation of the Lead Partner.
- vii) The contract agreement should be signed jointly by each Joint Venture Partners.
- vi) The entity can be a partner in only one Joint Venture. Bid submitted by Joint Ventures including the same entity as partner will be rejected.

1.4 Details of experience for similar nature and complexity of work in last 7(seven)

Years :

Use a separate sheet for each contract (Attach performance certificates from concerned customer).

1.	Number of contract :
	Name of contract :
2.	Name of the employer :
3.	Employers address
4.	Nature of work and special features if any :
5.	Contract role (check one) 1. Sole contractor 2. Subcontractor 3. Partner in Joint venture
6.	Value of total contract
7.	Date of award :
8.	Date of completion with original schedule and slippage, if any.
9.	Specified requirements : a) Concrete :      b) Structural steelworks :      c) equipment :

1.5 Subcontractors/consultants and firms proposed to be involved :

(Attach performance credentials including Bio-data of design personnel of Consultants)

Section of work	Approx. value of Subcontract	Sub contractor (Name & address)	Experience in Similar works

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

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

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

Source of financing	Amount in Rs.
1.	
2.	

**Financial reports of the last five years : balance sheets, profit and loss statement, auditors reports etc.**( copies to be submitted and the following format to be submitted and the following format be filled up)

Financial Information in Rs	Actual : Previous five years					Projected:Next two years	
1.Total Assets							
2.Current assets							
3.Total liabilities							
4.Current liabilities							
5. Profits before tax							
6.Profits after tax							

1.8 **Evidence of access to financial resources to meet the qualification requirements :**  
Cash in hand liquid assets, unencumbered real assets, lines of credit and other financial means etc. sufficient to meet the construction cash flow (the copies to be submitted and the following format to be filled up)

Source of financing	Amount in Rs.
1.	
2.	

1.9 **Details of the bankers :**

Banker	Name of the banker	
	Address of the banker	
	Telephone	Contract name and title
	Fax	Telex

**Information about litigations, if any, in which bidder is involved :**

Year	Award FOR or AGAINST applicant	Name of the client, of Litigation and Matter of dispute	Disputed amount in Rs.

**1.11 Details of the major construction equipment to be used for the work :**

Sl.No.	Equipment type and capacity	Make and model	Minimum number
1			

**1.12 Details of additional construction equipment to be purchased new for the project, indicating delivery times required in the form given below :**

Sl.No.	Equipment to be purchase new	Make and	Delivery	Number
		model	Period	

**Personnel capacities :**

The applicant must have suitable qualified personnel to fill the following key for the project. The applicant will supply information on a prime candidate and an alternate for each positions both of whom, wherever possible meet the experience requirements as specified in format below :

Position	Name	Total Post qualification Experience(year)	In Similar Works (year)	As Manager or section Leader of Similar Works (Year)
Project Manager Alternative name				
Site engineers of resp. disc. Alternative names				
Cost control Alternative name				
Quality Assurance Engineer alternative name				
Site supervisors of resp. disc. Alternative name				

- 1.14 The bidder should list transport available for personnel, construction, Plant, stores and machinery. Where transport is to be subcontracted the proposed arrangements should Be clearly demonstrated.
- 1.15 The bidder should provide full details of his plant and maintenance facilities together With the full details of laboratory personnel, workshop personnel including fitters, Mechanics, machinists etc.

Permanent Income Tax Account No. (PAN)

**DETAILS OF EARNEST MONEY/PERFORMANCE SECURITY :**

Deposit of Earnest Money by :	}	Bank Guarantee Details :
Draft No. :	}	Name of the Bank :
Drawn on :	}	Amount of BG. :
Amount (Rs) :	}	Bank Guarantee valid Upto :

**OTHER DETAILS :**

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

\_\_\_\_\_  
Signature of the Tenderer.

NOTE : Separate sheets may be attached to furnish details, if necessary.

## 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 cadre/ discipline who is competent to direct supervisors and authorised to be in charge of the works for the purpose of this contract. The Engineer in Charge /Designated Officer in Charge who is of an appropriate seniority, will be responsible for supervising and administering the contract, certifying payments due to the contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. The Engineer in Charge /Designated Officer in Charge may further appoint his representatives i.e. another person/Project Manager or any other competent person and notify to the contractor who is directly responsible for supervising the work being executed at the site, on his behalf under their Delegation of Powers of the company. However, overall responsibility, as far as the contract is concerned, will be that of the Engineer in Charge/Designated Officer in Charge.
- viii) The **"Contract"** shall mean the notice inviting tender, the tender as accepted by the Company, the work order issued to the contractor, and the formal contract agreement executed between the company and the contractor together with the documents referred to therein including general terms and conditions, special conditions, if any, scope of work, frozen terms & conditions/technical parameters/scope of work and revised offer, if any, specifications, drawings, including those to be submitted during progress of work, schedule of quantities with rates and amounts.
- ix) A **"Day"** shall mean a day of 24 hours from midnight to midnight.
- x) The **"Work"** shall mean the works required to be executed in accordance with the contract/work order or parts thereof as the case may be and shall include all extra or additional, altered or substituted works or any work of emergent nature, which in the opinion of the Engineer-in-charge, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.
- xi) **"Schedule of Rates"** referred to in this 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 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 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 27 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 upto +/-25%( +25% for AHR & -25% for ALR ) of the quantity provided for items of work below plinth level & +/- 5% of the quantity provided for items of work above plinth level respectively.

iii) Quantity variation beyond the limit mentioned at ii) above shall be dealt by arriving at new rate based on prevalent market rates of materials & labour analysed 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 analysed 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 Negotiations:** Negotiation will be held only if the lowest rate received is not reasonable and the decision of the company regarding reasonableness of rates quoted will be final and binding on the bidders.

**2.6 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 .

**2.7 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

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

### **3. Discrepancies in contract documents & Adjustments 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) 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 stipulated by the owner  
Demand Draft drawn in favour of Coal India Limited. Coalfields Ltd on any Scheduled Bank payable at its Branch at Margherita..

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)/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, 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)/GM(C)/ CE(C) of the company or SO(C) 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)/ GM(C)/ CE(C) of the company or SO(C) of the Area , if it analyses item rates based on prevalent market rates of materials and labour following NBO/CPWD norms.

**5.5** The time for completion of the originally contracted work shall be extended by the company in the proportion that the additional work (in value) bears to the original contracted work (in value) plus 25% of the time calculated as explained above or such further additional time as may be 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 setoff against any sum payable to the contractor under this or any other contract with the company.

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

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

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

**6.2.4** In the event of such termination of the contract as described in clauses 6.2.2 or 6.2.3 or both, the company, shall be entitled to recover L.D. upto ten percent (10%) of the contract value and forfeit the security deposit made by the contractor besides getting the work completed by other means at the risk and cost of the contractor.

**6.3** 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, proprietries, 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)/ 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 upto 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 upto Rs.10.00 lakhs and 3% for value of work above Rs.10.00 lakhs. 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 authorised 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 authorised 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 contractor shall arrange necessary electricity at his own cost for the work and his own establishment. However, if available and feasible the company may arrange electricity at one point near the work site and necessary recovery of cost of energy consumed will be made at rates prescribed by the company from time to time. Energy meter for this purpose shall be provided by the contractor.

**7.12** 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.

**7.13** Coal required for manufacturing of bricks to be used in the work will be issued @ 25 tonnes per one lakh of bricks on payment at the rate prevailing on the date of issue. Requirement of coal may vary depending on the quality of coal. Transportation of coal and the charges thereof shall be contractor's responsibility.

**7.14** Explosives, detonators and other inflammable materials shall not be used in the execution of the work at site by the contractor without prior written permission of the Engineer In Charge. Transportation and storage of such materials shall be done in specified manner in accordance with the law in force. The contractor shall also obtain licence under such laws for, transportation, storage, use and all other operations, connected with the handling of the same.

## **8. Quality Assurance - Materials and Workmanship**

The contractor shall carry out and complete the work in every respect in accordance with the contract and shall ensure that the work conforms strictly to the drawings, specifications, instructions of the Engineer In Charge. The Engineer In Charge may issue, from time to time, further drawings, detailed instructions/ directions in writing to the contractor. All such drawings, instructions/directions shall be consistent with the contract documents and should be reasonably inferable therefrom, alongwith 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 authorised representative or any other official of higher rank or any other person authorised by the company in his behalf & the contractor shall allow the same.

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

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

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

Samples are to be supplied by the contractor at his own cost. The cost involved in 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 contractor's 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 authorised by the company shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured 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 therefor, 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 therefrom under any circumstances. It shall be the property of the company. The Engineer In Charge or his authorised 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 therefrom. 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 authorised representative and by the contractor or his authorised representative.

**9.3** Before taking measurements of any work, the Engineer In Charge or the person deputed by him for the purpose shall intimate the contractor to attend or to send his representative to attend the measurement. Every measurement thus taken shall be signed and dated by both the parties on the site on completion of the measurement. If the contractor objects to any 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 authorised representative and recorded in the M.B. which shall be signed and dated by both the parties. Measurements so recorded shall be final and binding upon the contractor and no claim whatsoever shall thereafter be entertained.

In case the contractor or his authorised 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 authorised 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.

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 alongwith the on account bills only upto 10% of the quantity provided in the agreement subject to overall value of work not exceeding the agreement value.

(ii) The CGM(Civil)/ GM(Civil)/ CE(Civil) of the company and / or the Staff Officer(C) of the Area may authorise interim payment for excess work done upto 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.

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

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

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

**9.7.03** 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.

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

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

- i) Signature of EA(Civil)/ Sr. Overseer(C) / Overseer(C) in MB's both in pages recording measurements, abstract of bill & the duly filled in bill form.
- ii) Signature of Engineer(C)/ EE(C) with appropriate check measurements in the MB's and the bill form.
- iii) Signature of Sr. EE(C)/ SE(C) with appropriate check measurements in MB's and the bill form.
- iv) Signature of Engineer in Charge as per definition as at clause 1(vii) of the General Terms and Conditions, as a token of acceptance for payment of the bill. The EIC may sign in the abstract of the bill in the MB & the bill form. In between stage iii) and iv) accountal checking may be made by the concerned Accounts Officer/ Accountant.

**9.7.08 Secured Advance:** Secured advance can be paid for items of materials required for execution of the work and covered under categories A & B and supplied by the contractor at work site, supported by necessary vouchers, challans, test certificates etc. after execution of indemnity bond as per prescribed Form of the company on non-judicial stamp paper of prescribed value.

This advance shall be recovered in four equal installments or as per consumption whichever is higher. Engineer In Charge shall recover at his discretion all or any part of secured advance paid, if in his opinion the work is not progressing satisfactorily or the security of these materials at site is not adequately taken care of by the contractor. Secured advance shall be payable for contracts of value above Rs.10.00 lakhs only.

Secured advance for structural steel sections, reinforcement steel and cement, collected at site, will be paid upto 75% of the corresponding stock yard prices of SAIL for the corresponding steel items and Govt. approved/ D.G.S.D. prices for cement, if the same exist.

In case of non-availability of Govt. approved prices of cement & steel and for the materials falling under Category - A and B the secured advance will be paid at the basic rate available in the approved schedule of rates of the company plus or minus the overall percentage on which the work was awarded, provided such rate is not more than 60% of the quoted rate of the contractor for the actual work.

At any point of time the outstanding recoverable secured advance shall not be more than 10% of the contract value.

Items against which secured advance can be granted:

#### **Category-A**

##### **Civil:**

1. Bricks
2. Stone and brick aggregate
3. Stones
4. Finished products of brass, iron and steel such as doors & windows frames, wire mesh, gate, GI Sheets.
5. Pre-cast R.C.C. products such as pipes, jali, water storage tanks etc.
6. Doors & Window fittings.
7. Pipes and sanitary fittings of CI, SCI & HCI

##### **Electrical :**

1. Steel conduits
2. G.I. Pipes
3. I.C. Boards
4. Switchgears (Air circuit breakers and Air break switches)
5. C.I. Boxes.
6. A.C.S.R. Conductors

7. A.C. Plant & Machinery
8. Pumps
9. Generating sets (without oil)

Items against which secured advance can be granted:

### **Category- B**

#### **Civil:**

1. Glazed tiles, terrazzo tiles and similar articles.
2. Marble slabs
3. Asbestos cement products
4. Finished timber products such as doors, windows, flush doors, particle boards (subject to mandatory test being satisfactory) etc.
5. Bitumen in sealed drums
6. Bitumen felt
7. Polythene pipes and fittings and tanks
8. Sanitary fittings and pipes of S.W., porcelain and chinaware materials
9. Laminated / Safety, one way vision, and bullet proof glasses.
10. Chemical required for anti-termite treatment (in sealed drums)
11. Paints, varnishes, distempers, pigment, spirits etc.

#### **Electrical:**

1. Transformers
2. Oil-filled switch gears.
3. L.T. & H.T. Cables
4. Fans
5. Storage and Dry Batteries
6. Insulation tapes
7. Epoxy cable compounds
8. Electric light fittings
9. Wooden battens, casing & capping and wooden boards
10. Flexible wires
11. PVC materials
12. Oil and lubricants
13. Rubber materials
14. Glass wool, thermocole & other insulating materials
15. Porcelain H.T. and L.T. insulators.

In addition to indemnity bond, for materials listed under Category-B, the contractor shall be required to provide necessary insurance cover of equivalent value of materials.

Items against which no secured advance shall be granted:

#### **Civil:**

1. Glass products other than those indicated in Category-B.
2. Sand and moorum
3. Chemical compounds other than those indicated in Category-B.

#### **Electrical:**

1. Glass gloves and shades
2. Bulbs and tubes
3. Petrol and diesel
4. Freon and other refrigeration gases.

**9.8** Income tax deduction @ 2% ( Two percent ) of the gross value of each bill or at the rate as amended from time to time, shall be made unless exempted by the competent authority of the Income Tax Department

Sales tax on works contract shall be payable by the contractor. If, however, the company is asked to make deduction from the contractor's 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.

**9.9** No interest shall be payable on the amounts withheld, under the terms of the Contract Agreement/Work-order.

## **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 reorganisation, or a receiver or manager is appointed by the court on the application by the debenture holders of the contractor's company, if any.

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

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

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

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

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

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

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

e) to give the contractor or his representative 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 of taking final measurement by Engineer-In-charge as aforesaid and if no such claim is received, the contractor shall be deemed to have waived all claims regarding above measurements and any claim made thereafter shall not be entertained.

### **10.3 Suspension of Work:**

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 labour and staff quarters, office accommodation, storage of materials, water storage tanks and water supply for the work including supply to labour/ staff quarters, office etc.
- b) to pay the contractor at the contract rates full amount for works executed and measured at site upto 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 therefor 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 works 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 lakhs to Rs.20 lakhs.                                    | 1 Experienced Diploma holder.   |
| 2) For value of work above Rs.20 lakhs and upto 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 lakhs & for every additional Rs.50 lakhs or part thereof. 1 Diploma holder extra.

**For Industrial Structures :**

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

iii) The contractor / contractors shall employ only competent, skillful and orderly men to do the work. The Engineer In Charge shall have the right to ask the contractor/ contractors to remove from the work site any men of the contractor/contractors who in his opinion is undesirable and the contractor/contractors will have to remove him within 3 (three) hours of such orders.

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

The contractor shall further be responsible for making arrangements at his own cost, 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 authorised 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 authorised representatives shall be kept on the work and such structure must be pulled down within three hours of such condemnation and any certificate or instructions, however, shall in no way absolve the contractor/contractors from his/their responsibility, as an employer, as the company shall in no way be responsible for any claim.

The contractor / contractors shall at all times 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 familiarise 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 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.

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 duties, taxes, and levies payable by the contractor under the contract or for any other cause as applicable on the last date of submission of tender shall be included in the rates, prices and the total bid price submitted by the bidder. All incidentals, overheads, etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total bid price submitted by the bidder.

However, such duties, taxes, levies etc. which is notified after last date of submission of tender and /or any increase over the rate existing on the last date of submission of tender shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities..

The company reserves the right to deduct/ withhold any amount towards taxes, levies, etc. and to deal with such amount in terms of the provisions of the Statute or in terms of the direction of any Statutory authority and the company shall only provide with certificate towards such deduction and shall not be responsible for any reason whatsoever.

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.

x) 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, 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 upto 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 labourers engaged by him/them as per Minimum Wages Act or such other legislation or award of the minimum wage fixed by the respective State Govt. or Central Govt. as may be in force.

xv) All accounts shall be maintained properly and the company shall have the right of access and inspection of all such books of accounts etc., relating to payment of labourer considered necessary and the company may arrange for witnessing the payment to the labourer 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 thereunder from time to time, as may be applicable to the contract which may arise out of or in consequence of the construction or maintenance or performance of the work under the contract and also against costs, charges and expenses of any suit, action or proceedings arising out of any accident or injury.

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 labour in connection therewith. If at any time during the progress of work any error is detected in respect of the position, levels, dimensions or alignment of any part of the work, the contractor on being required to do so by the Engineer 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 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.

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.

## **ADDITIONAL TERMS AND CONDITIONS**

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

### **1. Mobilisation Advance**

i) No mobilisation advance is payable for works whose estimated value is less than Rs.100.00 lakhs.

ii) In the case of turn key work whose estimated value is more than Rs.100 lakhs a maximum of 10 % of the total contract value of work will be paid as mobilisation advance subject to submission of Bank Guarantee for equal amount.

iii) In case of other civil works valued more than Rs.100 lakhs mobilisation advance will be paid upto 5% of the contract value subject to submission of Bank Guarantee for equal amount.

iv) However, such mobilisation advance will carry interest on the basis of CIL's borrowing rate under cash credit arrangement as varying from time to time.

v) The mobilisation advance shall be recovered from the bills of the contractor from the 2nd running account bill onwards @ 20% of the advance amount paid and full recovery would be ensured before or with the Final Bill.

vi) The value of Bank Guarantee may be reduced to the extent such advance is recovered by the company subject to the conditions that the value of Bank Guarantee amount at any time is more than the recoverable outstanding advance. Bank Guarantee shall be irrevocable and from a Bank as per the list provided with the document.

### **2. Application of Price Variation Cause.**

If the prices of materials ( not being the materials supplied at fixed issue rates by the company) and wages of labour required for execution of the work increase or decrease, the contractor shall be compensated for such increase or recoveries will be made from the bills for such decrease as per provisions detailed hereafter:

a) The amount of the contract shall accordingly be varied subject to the condition that such compensation for escalation/ de-escalation in price shall be available only for the work done during the stipulated period of the contract including such period for which the contract is validly extended under the provisions of the contract without any penal action. The Price Variation Clause shall not be applicable for works for which stipulated period of completion is six months or less.

b) The base date for working out such escalation/de-escalation shall be the last date on which the price bids or revised price bids were stipulated to be received.

c) The compensation for escalation or recoveries to be made shall be worked out at quarterly intervals and shall be with respect to the cost of work done during the previous three months. The first

such payment will be made at the end of three months after the month (excluding) in which the tender was accepted and there after at three months' interval.

d) Job specific modification in the formula of price variation given in the following para (s) can be done with the approval of the CMD of the company.

**2.1 Escalation/ De-escalation for Labour:** The amount paid to the contractor for the work done shall be adjusted for increase or decrease in the cost of labour and the cost shall be calculated quarterly in accordance with the following formula :

$$V L = W \times \frac{A}{100} \times \frac{L - L_o}{L_o}$$

Where :

VL= Variation in labour cost i.e., increase or decrease in the amount in rupees to be paid or recovered.

W = Value of work done during the period under reckoning to which the escalation/de-escalation relates as indicated in clause-2.4 of the Additional Terms & Conditions of the contract.

A = Component of labour expressed as percentage of the total value of the work adopted from the Table-1.

L<sub>o</sub> = Minimum wages for unskilled workers payable as per the Minimum Wages Act / Rules of the State or Central Govt., whichever is more, applicable to the place of work as on the last date stipulated for receipt of the price bids or revised price bids whichever is later.

L = Revised minimum wages of unskilled worker corresponding to L<sub>o</sub> during the period to which the escalation/de-escalation relates.

**2.2 Escalation /De-escalation on Materials:** The amount to be paid to the contractor for the work done will be adjusted for increase or decrease in the cost of materials and the cost shall be calculated quarterly in accordance with the following formula :

$$V_m = W \times \frac{B}{100} \times \frac{M - M_o}{M_o}$$

Where :

V<sub>m</sub> = Variation in the material cost i.e. increase or decrease in the amount in rupees to be paid or recovered.

W = Cost of work done during the period under reckoning to which the escalation / de-escalation relates as indicated in clause-2.4 of the Additional Terms & Conditions of the contract.

B = Component of material expressed as percentage of the total value of the work adopted from the Table -1.

M = Average All India Wholesale Price Index for all commodities for the period to which escalation/de-escalation relates as published by the RBI Bulletin, Ministry of Industry & Commerce, Govt. of India.

Mo = All India Wholesale Price Index for all commodities as published by the RBI Bulletin, Ministry of Industry & Commerce, Govt. of India, relating to the last date on which the price bids or revised price bids whichever is later were stipulated to be received.

**2.3 Escalation/ De-escalation on POL :** The amount to be paid to the contractor for the work done shall be adjusted for the increase or decrease in the cost of POL and the cost shall be calculated quarterly in accordance with the formula given below :

$$V_f = W \times \frac{C}{100} \times \frac{F - F_o}{F_o}$$

Where :

V<sub>f</sub> = Variation in the cost of fuel, oil and lubricants increase or decrease in the rupees to be paid or recovered.

W = Value of work done during the period under reckoning to which the escalation/ de-escalation relates as indicated in clause 2.4 of the Additional terms & Conditions of the contract.

C = Component of POL expressed as percentage of the total cost of the work taken from Table -1.

F = Average Index Number for wholesale price for the group of 'Fuel, Power, Light & Lubricants' as published by the Economic Adviser, Ministry of Industry, Govt. of India for the period to which the escalation/de-escalation relates.

F<sub>o</sub> = Index number of wholesale price for the group, Fuel, Power, light & lubricants as published by the Economic Adviser, Ministry of Industry, Govt. of India prevalent on the last date of receipt of price bids or revised price bids whichever is later.

**2.4 While calculating the value of "W" the following may be noted :** The cost on which the escalation will be payable shall be reckoned as 85 % of the cost of work as per the bills to which escalation relates, and from this amount the value of materials supplied or services rendered at the prescribed charges under the relevant provisions of the contract, and proposed to be recovered in the particular bill, shall be deducted before the amount of compensation for escalation or de-escalation is worked out. In the case of materials brought to site for which any secured advance is included in the bill, the full value of such materials as assessed by the Engineer In Charge (and not the reduced amount for which secured advance has been paid) shall be included in the cost of work done for operation of this clause. Similarly, when such materials are incorporated in the work and the secured advance is deducted from the bill, the full assessed value of the materials originally considered for operation of this clause should be deducted from the cost of the work shown in the bill, running or final. Further the cost of work shall not include any work for which payment is made at prevailing market rates.

**2.5** In the event the price of materials and/ or wages of labour required for execution of the work decreases, there shall be downward adjustment of the cost of work so that such price of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formulae herein before stated under this clause shall mutatis/mutandis apply provided that no such

adjustment for the decrease in material price and/ or wages of labour before mentioned would be made in case of contracts in which the stipulated period of completion of the work is less than six (6) months.

**2.6 Application of Price Variation Clause during extended period of Contracts.**

The Price Variation Clause as stated above will be applied for extended time frame of a contract by following the principle stated as under,

i) Normally, if and when it is understood that a contract is not going to be completed within the scheduled time period, the contract is kept operative by extending the time of completion provisionally. During this provisional extended period the operation of the Price Variation Clause will remain suspended.

ii) If and when it is decided at the end of successful completion of the work that the delay was due to causes NOT attributable to the Contractor, then the Price Variation Clause will be revived and applied as if the scheduled date of completion has been shifted to the approved extended date.

iii) If it is decided at the end of completion of the work that the delay was due to the fault of the Contractor, then the Price Variation Clause will not be revived and NO PAYMENT will be made to the Contractor on this account. Additionally the Clause related to Compensation for Delay will be applied.

No payment will be made by applying "FROZEN INDICES "under any circumstances.

===== X =====

**Table – 1**

Value of A, B & C in the escalation formula in the additional terms & conditions for Civil Works :

Sl. No.	Particulars	A % (Labour component)	B % (Material component)	C % (POL component)	REMARKS
1.	For building works	25	75	Nil	
2.	For Road works	15	80	05	
3.	For external sewerage, external water supply, and external electrification	10	90	Nil	
4.	For external water supply, external sanitary and external electrification (through labour rate contract)	75	25	Nil	
5.	For steel structural works	15	85	Nil	
6.	For steel structural works with Deptt. free supply of rolled steel sections (through labour rate contract)	75	25	Nil	
7.	For Coal Handling Plant Civil Works	25	75	Nil	
8.	For under-ground civil works such as Incline Drivage, Shaft Sinking etc.	35	65	Nil	

For all other works not listed above, the component of labour, material and POL of the total cost of work shall be as specifically indicated in the tender document.

=====

**ANNEXURES.**

**ANNEXURE - I**

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

No.

dt.

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)

**ANNEXURE II****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 and effect upto..... and any claim received after the said date shall in no case be bind the 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 ..... Court only.

**PROFORMA OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT.**

M/s. Coal India Limited,  
10, Netaji Subhas Road,  
Kolkata

Or

(Name of the Subsidiary Company with address).

Dear Sir,

In consideration of M/s. Coal India Limited/Subsidiary Company 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 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/ Nationalised 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 upto ..... 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.

contd. p/2

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 authorised by the Bank.

Under jurisdiction of ..... 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 )  
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 Nationalised/  
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 thereunder, 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 forbear to enforce any of the terms and conditions relating to the said Contract and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the Contractor or to any forbearance, act or omissions on the part of the company or any indulgence by the Company to the Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect or 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 ..... court only.

**(This is applicable for Turn Key Contracts Only)**

**PROFORMA OF BANK GUARANTEE FOR MOBILISATION /  
LUMP -SUM ADVANCE.**

M/S. Coal India Limited,  
10, Netaji Subhas Road,  
Calcutta

Or

(Name of the Subsidiary Company with address).

Dear Sir,

In consideration of M/S. Coal India Limited/Subsidiary Company 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 under the terms and conditions of the contract no..... dated..... entered into between Coal India Limited/Subsidiary Company and M/s..... having its Registered Office at ..... (hereinafter called "the Contractor" to make mobilization advance lump-sum advance to the tune of Rs..... subject to submission of the Bank Guarantee for equal amount from any Nationalised Schedule Bank( 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 the reasons of non refund and or non-recovery of the amount with interest thereon 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 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 upto ..... 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.

contd. p/2

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 authorised by the Bank.

Under jurisdiction of Margherita Court only.

**ANNEXURE. VI**

**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 :

We are submitting Tender for the Work -----  
----- against Tender

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

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

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

All documents/ credentials submitted alongwith this Tender are genuine, authentic, true and valid.

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

**ANNEXURE-VII.****PROFORMA FOR EXECUTION OF AGREEMENT.**

(Specimen to be vetted by Legal Department))

**STAMP PAPER.**

This agreement is made on ..... day of ..... between ( Name of Company ) having its registered office at ..... (hereinafter 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 ..... (hereinafter 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 –
  - iv) Schedule-D Letter of Acceptance/Work Order (Page .. to ..)
  - v) 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 (1<sup>st</sup> 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 (2<sup>nd</sup> 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 Sri .....on behalf of Signature  
( Name of Company) in presence of -

Name : Signature

Address: .

**- NORTH EASTERN COALFIELDS  
COAL INDIA LIMITED  
MARGHERITA  
ASSAM-786181**

TENDER NOTICE NO:-NEC/MGT/TND/189/C

DT.05.08.09

DESCRIPTION OF THE WORK:- DESIGN,EXECUTION,SUPPLYING AND COMMISSIONING OF 2000 GPM EFFLUENT TREATMENT PLANT AT LEDO OCP.

**PART-III**

PRICE BID  
(In Sealed Cover)

1.NAME OF THE TENDERER:

2.ADDRESS OF THE TENDERER:

3.OWNERSHIP STATUS OF THE TENDERER:

4.AMOUNT OF EARNEST MONEY DEPOSIT:

5.DATE OF OPENING OF TENDER:  
(As per Tender Notice)

PARTICULARS

QUOTED AMOUNT(COST OF THE WORK)

DESIGN,EXECUTION,SUPPLYING AND COMMISSIONING OF 2000 GPM EFFLUENT TREATMENT PLANT AT LEDO OCP.

(In Words.....)

SIGNATURE OF THE TENDERER





