Central Coal Fields Limited  
Office of The General Manager, Dhorí Area.  
P.O.- Dhori, Dist- Bokaro.

Ref. No- GM (D)/Mining/Limited Tender/SDQ-3/14-15/529  
Dt. 22.12.2014

To,  
M/s ----------------------------  
Address -----------------------

Dear Sir

SUB:- “Loading & Transportation of W-IV Grade Coal by Contractors Payloader from stock yard Tarmi stock of SDQ-3 to Feeder Breaker/ Railway Siding Dhorí PF-1/PF-2 via NSD Depot Weighbridge & Rly. Siding Weigh Bridge Dhorí Siding ” for a period of three months.

Limited tenders are invited from all the working Transport Contractors of Dhorí Area, Kathara Area & B&K Area of CCL for following jobs for a period of 3(Three months), as under:-

<table>
<thead>
<tr>
<th>Description of work</th>
<th>Dist (KM)</th>
<th>Qnty. L.Tes.</th>
<th>Earnest Money (Rs.)</th>
<th>Period</th>
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<tr>
<td>1. Transportation of Coal by contractor’s 16 te. tipping truck from Stockyard Tarmi Stock of SDQ-3 to feeder breaker PF-1/PF-2 Railway Siding Dhorí via NSD Depot WB &amp; Dhorí Rly. siding weighbridge.,</td>
<td>Slab(8-9)KM Avarage Dist. 8.50 KM</td>
<td>1.80</td>
<td>1,37,610/- (Rs. One lakh thirty seven thousand six hundred ten only) to be deposited by way of Bank Draft payable in favour of Central Coalfield Limited, Dhorí Group payable at Phusro Bazar.</td>
<td>Three Month</td>
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<td>2. Loading of coal by Contractor’s payloader into contractor 16 Te tipping trucks and unloading mechanically</td>
<td>1.80</td>
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Estimated Value of the work is Rs 1,37,61,000/- (Rupees One carar thirty seven lakhs sixty one thousand only) at base Diesel price of Rs. 54.81 per litre.

A). Requirement of tipping trucks : 12(Twelve) (Minimum Carrying Capacity 16 Te.)
B). Requirement of Payloader : 01 (One)

You are requested to offer rates in sealed cover for the above mentioned work.

Tender documents can be had from the office of the undersigned on payment Rs. 1000/- only by Bank Draft payable in favour of Central Coalfields Limited, Dhorí Group payable at SBI, Phusro Bazar on any working day from 24.12.2014 to 29.12.2014.

Tender will be received in the office of the General Manager, Dhorí Area on 30.12.2014 up to 01:00 PM. The offer so received will be opened on 30.12.2014 at 4.30 PM.

Terms & conditions will be the same as prevalent in the Company in respect of Coal transport. Contractor’s responsibility is limited to the provisions mentioned in the existing General Terms & Conditions.

You are requested to deposit Rupees 1,37,610/- (Rs. One lakh thirty seven thousand six hundred ten only) as earnest money in the form of Bank Draft along with the Price Bid letter, otherwise your offer will not be considered.

You are also requested to visit the work site before offering the rate for the above mentioned work and if the work is awarded in your favour, future dispute regarding the route distance etc. will not be entertained by the Management of CCL, Dhorí Area.

Payment will be made through e-payment.

The Management reserves the right to accept or reject any or all the tenders wholly or party without assigning any reason whatsoever.

Staff Officer (mining)  
Dhorí Area

Copy to:-
1. The CGM/GM(A),Sirka/(NK) Dakra/(H),Charhi/(K)Kuju/(R), Rajrappa/(KTA),Kathara/(B&K), Kargali/(B) Banka-Sayal/(D)/Dhorí/(P) Pipewar
2. The General Manager(CMC),CCL, Ranchi
3. GM(System) for uploading of the above NIT in CCL website on 24.12.2014
4. The AFM, Dhorí Area.
5. The AAO, Dhorí Area.
6. The Project Officer’s Aml/Dhorí/SDQ-1/SDQ-3/NSD+D (K) U/G.
7. Notice Board
Name of work: - “Loading & Transportation of W-IV Grade Coal by Contractors Payloader from stock yard Tarmi stock of SDQ-3 to Feeder Breaker/ Railway Siding Dhori PF-1/PF-2 via NSD Depot Weighbridge & Rly. Siding Weigh Bridge Dhori Siding ” for a period of three months.

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<th>Quantity L.Te.</th>
<th>Rate. Rs./Te (To be quoted by bidders)</th>
<th>Amount Rs.</th>
</tr>
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TOTAL AMOUNT
GENERAL TERMS AND CONDITIONS

Governing Contractual Transportation & Loading in Areas of Central Coalfields Limited
### I N D E X

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<th>Sl. No.</th>
<th>Particulars</th>
<th>Page No.</th>
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<td>Forms of Bid and Qualification Information (Section-2)</td>
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<td>3.</td>
<td>Conditions of Contract (Section – 3)</td>
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<td>(i)</td>
<td>General Terms &amp; Conditions (Section – 3)</td>
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<td>(ii)</td>
<td>Special Terms &amp; Conditions</td>
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<tr>
<td>4.</td>
<td>Format for Affidavit</td>
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<td>5.</td>
<td>Bank Guarantee Performa for Earnest Money Deposit</td>
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<td>6.</td>
<td>Performa for Performance Security</td>
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<td>7.</td>
<td>Performa for Integrity Pact</td>
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...
(Section – 1)

INSTRUCTIONS TO BIDDERS

1.0 SCOPE OF TENDERER

1.1 The Central Coalfields Limited, Office of the Chief General Manager, Transport Department, Darbhanga House, Ranchi (referred to as Employer in these documents) invites bids for the works as mentioned in the Notice Inviting Tenders (NIT). The tenderers should submit tenders for any or all the works mentioned in the NIT.

1.2 The successful Bidder will be expected to complete the Works by the intended Completion Date specified in the tender document.

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 Section 2, Forms of Bid and Qualification Information.

2.3 Joint Venture: 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 Each entity will be jointly responsible for completing the task as per the contract.

2.4 The company to right to allow public Enterprises purchase preference facility as admissible under prevailing policy.

2.5 Prior permission is required to be taken from the principal employer for engagement of sub-contractors in transportation contracts.

3. QUALIFICATION OF THE TENDERER:

3.1 In the event that pre-qualification of potential bidders has been undertaken, only Bids from pre-qualified bidders will be considered for award of Contract. These qualified bidders should submit with their Bids any information updating their original pre-qualification applications or, alternatively, confirm in their Bids that the originally submitted pre-qualification information remains essentially correct as of the date of Bid submission. The update or confirmation should be provided in Section 2.

3.2 If the Employer has not undertaken pre-qualification of potential 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. Experience of having successfully executed similar works during last seven years.

c. Experience in works of similar nature and size for each of the last seven years and 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;

d. Major items of loading / unloading / drilling / dozing / blasting / de-watering/ grading / extraction & digging / transportation equipment proposed to carry out the contract;
e. Evidence of adequacy of working capitals (either 20% of the annualized value of the work or the estimated value of the work, whichever is less) for this Contract. In case of obtaining credit the certificate from scheduled bank should be produced.

f. Authority to seek references from the Bidder’s bankers;

g. Proposals for subcontracting components of the Works amounting to more than 10% percent of the Contract Price and

h. Permanent Income Tax Account No. (PAN)

i. 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 tender will have to submit a declaration in support of the authenticity of credential submitted by them along with the tender in the form of an affidavit as per the format provided in the bid document (Annexure – A)

3.3 To qualify for award of the contract: -

a) The intending tender must have in its name as a prime contractor experience of having successfully executed works of similar nature (such as transportation / removal of coal / overburden / shale / extraneous materials / sand etc.)) valuing 65% of the annualized value of the work out of tender in any year during last 7 (seven) years ending last day of month previous to the one in which bid applications are invited. For substantiating past experience, the bidder should submit the work orders, certificate of actual works already executed and TDS certificate.

b) The bidder must produce evidence of adequacy of working capitals (either 20% of the annualized value of the work or the estimated value of the work, whichever is less) for this Contract. In case of obtaining credit the certificate from scheduled bank should be produced.

c) The bidder is required to give an undertaking in the form of an Affidavit in the prescribed forma to deploy matching equipments/tippers/payloaders as per NIT either owned or hired.

d) Cost of completed works of previous works shall be given a weight age of 5% per year (average annual rate of inflation to bring them at current price level).

The qualification criteria shown above are to be considered as a standard of normal works.

3.4 Sub contractors experience and resources will not be taken into account for determining the Bidders’ compliance with qualifying criteria.

3.5 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, statements and attachments submitted in proof of the qualification requirements; and/or

4. ONE BID PER BIDDER:

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

5.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible for 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 OB removal / transportation Works. The costs of visiting the Site shall be at the Bidder’s own expense.

6.2 It shall be deemed that the tender 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.

7. **CONTENT OF BIDDING DOCUMENTS:**

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

Notice Inviting Tender

| Section 1 | Instruction to Bidders; |
| Section 2 | Forms of Bid and Qualification Information |
| Section 3 | Conditions of Contract; |
| Section 4 | Price Bid / Bill of Quantity |

8. **CLARIFICATION OF BIDDING DOCUMENTS:**

8.1 A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing 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 may be held (if the employer feels it necessary) on __________ at __________ hrs at the at office of CGM (CMC), CCL, Darbhanga House, Ranchi 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 / corrigendum.

9.2 Any addendum / corrigendum 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 / corrigendum by cable to the employer.
9.3 To give Prospective Bidders reasonable time in which to take an addendum / corrigendum into account in preparing their Bids, the Employer shall extend, as necessary, the deadline for submission of Bids, in accordance with Sub-clause 18.2 below.

10. LANGUAGE OF BID:

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

11. DOCUMENTS COMPRISING THE BID:

The Bid, comprising of two parts will be submitted by the bidder as follows:

a. Part-I of the bid to be submitted in 1st inner sealed envelop comprising of

   (i) bid security/earnest money deposit, letter of the bidder submitting the bid in the form as stipulated in ‘Contractor’s bid’ of Section 2 and
   (ii) qualification information as indicated in Section – 2 and Documents as required in accordance with stipulations of Section 2 and any other materials required to be completed and submitted by bidder in accordance with these instructions.
   (iii) The original bid document issued to the bidder duly signed by authorized signatory of the bidder on all pages as proof of accepting the conditions of contract (excluding the price bid).
   (iv) All pages of the bid document should be serially number.

b. Part-II of the bid to be submitted in the 2nd inner sealed envelope comprising of Priced Bill of Quantities.

c. Both the inner sealed envelopes will then be placed in one outer envelope sealed and marked properly as per Clause 17 and submitted to the Employer at its address before the deadline for submission of the bid as described in Clause-18.

12 BID PRICES:

12.1 The Bidders shall offer for the whole Works as described in Sub-Clause 1.1 based on the priced Bill of Quantities submitted by the Bidder, however, the Employer reserves the right to allot part of the work at their discretion and no claims, whatsoever, shall be entertained in this regard.

12.2 The Bidder shall fill-in rates and prices for all items of the Works described in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause as applicable on the last date of submission of tender, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. All 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 id notified after the last date of submission of tender and / or any increase over the rate existing on the last date of submission of tender shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities. Similarly, if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractors. Details of such duties, taxes other levies alongwith rates shall be declared by the bidders in their price bids.
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 variations allowed as per the conditions of the contract of 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 four calendar months after the deadline for bid submission specified in Clause 18. 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. 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**

A. The bidder shall furnish, as part of his bid, a Bid Security/Earnest Money in the amount shown in NIT for this particular work. Bid Security/EMD will be required to be deposited in the form of irrevocable Bank Guarantee (from Scheduled Bank/Branch acceptable to the owner) with validity of 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 / Earnest Money drawn in favor of Central Coalfields Ltd on any Scheduled Bank payable at its branch at Ranchi.

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

C. The Bid Security / EMD of the unsuccessful Bidder shall be refunded. The unsuccessful bidder for this purpose means the bidders who have not qualified for opening of Part-II (price Bid) and those who have not emerged as L-1 tenderer after opening of Price Bid.

D. 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.

E. 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.
(iii) if the bidder does not accept the correction of the bid price pursuant to clause 26 / 25 of the ITB.

F. The Bid Security / EMD deposited with the Employer will not carry any interest.
16. FORMAT AND SIGNING OF BID:

16.1 The Bidder shall prepare the bidding documents comprising the Bid as described in Clause 11 of these instructions to Bidders.

16.2 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-Clauses 3.3(a). All pages of the Bid documents shall be serially numbered and initialed by the person or persons signing the Bid.

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

17. SEALING AND MARKING OF BIDS:

17.1 The bidder shall seal the bid in two inner envelopes and one outer envelope. Duly marking the inner envelopes in the following manners:

First inner sealed envelope will be marked “Part-I Bid against the Tender Notice No.__________ dated __________ form __________________________ (Name & Correspondence Address of the bidder) comprising bid security/EMD with qualification information.

Second inner sealed envelope will be marked as ‘Part-II-Price Bid against Tender Notice No__________ dated __________ Form __________________________ (Name of the bidder & correspondence Address)”

Outer sealed envelope will be marked as “Bidding documents against Tender Notice No. ____________ dated ____________ form___________________________(Name and correspondence address of the bidder)”

17.2 The inner envelope placed in outer envelope shall:

(a) be addressed to the Employer at the following address:
The Chief General Manager, Transport Department, Central Coalfields Limited, Darbhanga House, Ranchi and

(b) Inner and outer envelopes will bear the following additional identification:
Bid for_______________________________________
Bid Reference No. _____________________________
DO NOT OPEN BEFORE _______________HRS IST on ____________.
17.3 In addition to the identification required in Sub-Clause 17.2 the inner and outer envelopes shall indicate the name and address of the Bidder.

17.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

18. **DEADLINE FOR SUBMISSION OF BIDS:**

18.1 Bids shall be delivered to the Employer at the address specified above not later than the date and time specified in the Tender Notice. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be received up to the appointed time on the next working day.

18.2 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.

19. **LATE BIDS:**

19.1 Any bid received by the Employer after the deadline prescribed in Clause 18 due to any reason whatsoever will not be accepted.

20. **MODIFICATION AND WITHDRAWAL OF BIDS:**

20.1 Bidders may modify or withdraw their Bids by going notice in writing before the deadline prescribed in Clause 18 in case the bidder has submitted the bid well before the deadline.

20.2 Each Bidder’s modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 11,16,17 and 18 with the outer and inner envelopes additionally marked “MODIFICATION” or “WITHDRAWAL” as appropriate.

20.3 No Bid may be modified after the deadline for submission of Bids.

20.4 Withdrawal of a Bid between the deadline for submission of Bids and the expiration of the period of Bid validity specified in the Bidding Data or as extended pursuant to Sub-Clause 14.2 may result in the forfeiture of the Bid Security pursuant to Clause-15.

20.5

21 **BID OPENING**

21.1 The Employer will open the Part-I of the bids, including modifications made pursuant to Clause 20, in the presence of the bidders’ or their representatives who choose to attend at the time and in the place specified in Clause-18. In the event of the specified date of Bid opening being declared holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

21.2 The Part-II of the bids of the bidders, which are substantially responsive and conform to the terms and condition, will be opened after evaluation of Part-I offer and notified to the Bidders who fulfill the requisite qualifying criteria laid down in the bidding document. In the event of the specified date of Bid opening being declared holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

21.3 Envelopes marked “WITHDRAWAL” shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 20 shall not be opened.
21.4 The Bidders’ names, the Bid Prices, the total amount of each Bid and 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.

22 PROCESS TO BE CONFIDENTIAL: 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.

23 VARIFICATION OF BIDS: No documents presents by the Bidder after closing date and time of the bid will be taken into account by the Evaluation committee unless otherwise called for during technical scrutiny by the tender committee as clarification. This however will no bearing with the price quoted in the price bid.

24 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

24.1 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.

24.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents without material deviation or reservation is one.
   a. which affects in any substantial way the scope, qualify, or performance of the works;
   b. which limits in any substantial way, inconsistent with the Bidding 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.

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

25 CORRECTION OF ERRORS

25.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetical errors. Errors will be corrected by the Employer as follows:
   a. where there is a discrepancy between the amounts in figures and in words, the amounts in words will govern; and
   b. where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity the unit rate as quoted will govern.
   c. Discrepancy in totaling or carry forward in the amount quoted by the contractor shall be corrected.

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

25.2 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.

26 EVALUATION AND COMPARISON OF BIDS
26.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 24.

26.2 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-25.
   b. Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Clause-20.

26.3 The Employer reserves the right to accept or reject any variation or deviation / variations, deviations and other factors that are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the bidder shall not be taken into account in Bid evaluation.

26.4 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 analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of these prices with the methods and schedule proposed.

27 AWARD CRITERIA

27.1 Subject to Clause 28, the Employer will award the contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be:

   a. eligible in accordance with the provisions of Clause 2; and
   b. Qualified in accordance with the provisions of Clause 3.

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

28 EMPLOYER’S RIGHT TO ACCEPT ANY BID, NEGOTIATE AND TO REJECT ANY OF ALL BIDS: Notwithstanding Clause 27, the Employer reserves the right to accept, negotiate 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 Bidder or Bidders or any obligation to inform the affected Bidder or Bidders on the grounds for the Employer’s action.

29. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

29.1 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 and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called “the Contract Price”).

29.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a Performance Security/Security Deposit in accordance with Clause 30.

29.3 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.
29.4 In the tendering process, the case of rejection of tender of any bidder should be intimated to non-qualified bidder after the award of the work to the successful one. The Security/Earnest Money shall be refunded to unsuccessful bidders.

30. **PERFORMANCE SECURITY/SECURITY DEPOSIT**

A. 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.

B. Performance Security should be 5% of annualized value 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. Security, FDR or any other form of deposit stipulated by the owner
   - Demand Draft drawn in favor of Central Coalfields Limited on any Scheduled Bank payable at its Branch at Ranchi.
   The bid security deposited in the form of Bank Guarantee shall be duly discharged and returned to the contractor. The bid security deposited in the form of Demand draft shall be adjusted against the security deposit.

If performance security is 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.

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

D. 5% performance security should be refunded within 60 days of the completion of the work (the date of completion of the work will be certified by the Engineer-in-change).

31. **EMPLOYMENT OF LOCAL LABOUR:** Contractors are to employ, to the extent possible only local project affected people and pay wages not less than the minimum wages fixed by the Law of the Land

32. **LEGAL JURISDICTION:** 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 District Court only, having jurisdiction over the colliery in which the contractor is working or has worked under this contract.
CONTRACTOR’S BID

Sub: Bid for the Work _______________________________________

To,

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

Dear Sir,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying the Bidding 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.

Yours faithfully,

Authorized Signature:______________________

Name and Title of the Signatory_________________________

Name of the Bidder : _____________________(the Contractor)

Address:___________________________________________

Date:___________________
(To be filled in by the Bidder)

Enclo:

i) EMD of Rs.______________________ vide _____________ dt.

ii) 

iii) 

FORM OF BID AND QUALIFICATION INFORMATION
QUALIFICATION INFORMATION
(In sealed cover)
(The information to be submitted by the Bidders)

1.  **Bidders’ Details**

1.1 Constitution or Legal status of Bidder (attach copy)
1.2 Details of the turnover:

<table>
<thead>
<tr>
<th>Year</th>
<th>Turnover in Rs.</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1.3 Joint Venture Details:

<table>
<thead>
<tr>
<th>Name of all partners of a joint venture</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Lead partner</td>
</tr>
<tr>
<td>2. Partner</td>
</tr>
<tr>
<td>3. Partner</td>
</tr>
</tbody>
</table>

Note: Joint ventures must comply following requirements:

i) Following are the minimum qualification requirement of joint ventures:
The qualifying criteria parameter e.g. experience, financial resources and the fleet strength of the individual partners of the JV will be added together and the total criteria should not be less than as spelt out in para 3.0 of ITB as qualification criteria.

ii) The formation of joint venture or change in 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 liability with respect to the contract.

iv) Pre-qualification of the joint venture does not necessarily pre-quality any of its partners individually or as a partner in any other joint venture or association. In case of dissolution of a joint venture, each one of the constituent firms may pre-quality if they meet all the qualification requirements, subject to written approval of the employer.

v) The bid submission must include documentary evidence to the relationship between joint venture partners in the form of JV Agreement to legally bind all partners jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements participation (percentage share in the total) and liability (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 bids are successful.

vi) One of the partners responsible for performing a key component of the contract shall be designated as Lead partner. This authorization shall be evidenced by submitting with the bid a power of Attorney signed by legally authorized signatories of all the parties.

vii) The JV Agreement must provide the Lead partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the contract shall be done with active participation of the Lead partner.

viii) The contract agreement should be signed jointly by each joint venture partners.

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

x) The JV agreement may specify the share of each individual partner for the purpose of execution of this contract. This is required only for the sole purpose of apportioning the value of the contract to that extent to individual partner for subsequent submission in other bids of the intends to do so for the purpose of the qualification in that tender.

1.4 Details of experience for similar nature and complexity of work
Use a separate enclosure for each contract.

<table>
<thead>
<tr>
<th></th>
<th>Number of contract:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Name of contract:</td>
</tr>
<tr>
<td>2.</td>
<td>Name of the employer:</td>
</tr>
<tr>
<td>3.</td>
<td>Employers address:</td>
</tr>
<tr>
<td>4.</td>
<td>Nature of work and special features if any:</td>
</tr>
<tr>
<td>5.</td>
<td>Contractor’s role (check one)</td>
</tr>
<tr>
<td></td>
<td>1. Sole Contractor</td>
</tr>
<tr>
<td></td>
<td>2. Partner in Joint Venture</td>
</tr>
<tr>
<td>6.</td>
<td>Value of the total contract</td>
</tr>
<tr>
<td>7.</td>
<td>Date of award:</td>
</tr>
<tr>
<td>8.</td>
<td>Date of completion</td>
</tr>
<tr>
<td>9.</td>
<td>Specified requirements of work in mechanical handling, loading &amp; transportation of:</td>
</tr>
<tr>
<td></td>
<td>a) Coal:</td>
</tr>
<tr>
<td></td>
<td>b) Sand:</td>
</tr>
<tr>
<td></td>
<td>c) OB / Matti / Middling / Washery rejects etc.</td>
</tr>
</tbody>
</table>

1.5 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 cash flow for the tendered work (copies to be submitted and the following format to be filled up)

<table>
<thead>
<tr>
<th>Source of financing</th>
<th>Amount in Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
</tr>
</tbody>
</table>

1.6 Details of the bankers

<table>
<thead>
<tr>
<th>Banker</th>
<th>Name of the Banker</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Address of the banker</td>
</tr>
<tr>
<td></td>
<td>Telephone</td>
</tr>
<tr>
<td></td>
<td>Contact name and title</td>
</tr>
<tr>
<td></td>
<td>Fax</td>
</tr>
<tr>
<td></td>
<td>Telex</td>
</tr>
</tbody>
</table>

1.7 Details of equipment e.g. Excavators, Surface Miners, Drills, Dumpers, Dozers, Graders, Scrapers, Water Tankers, trucks, tipping trucks, pay loaders etc to be used for the work:

a. Owned by the tenderer

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Equipment type and capacity</th>
<th>Registration No.(copy of registration certificate to be enclosed)</th>
<th>Make and model</th>
<th>Minimum number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

b. Hired by the tenderer:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Owner’s detail</th>
<th>Equipment type and capacity</th>
<th>Registration No.(copy of registration certificate to be enclosed)</th>
<th>Make and model</th>
<th>Minimum number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2.0 Permanent Income Tax Account No. (PAN)

3.0 DETAILS OF EARNEST MONEY/PERFORMANCE SECURITY

Deposit of Certified cheques/Draft/BG:

Amount (Rs.)
4.0 OTHER DETAILS

a) Details of registration/enlistment with Government organizations/PSUs/Subsidiaries of Coal India
b) Certificate of registration as per statutory requirements under Contract Labour Laws as ay be applicable (Regn. No. under the CL (R&A) Act, 1970).
c) Certificate of registration with provident fund authorities.

5.0 Acceptance by the Tenderers of conditions of contract as per Tender Documents (attach signed copies of the bid document issued to then alongwith the tender as proof of acceptance)

Signature of the Tenderers……………………………………

NOTE- Separate sheets may be attached to furnish details, if necessary.
CONDITIONS OF CONTRACT

1. DEFINITIONS:

i) The word “Company” or “Employer” or “Owner” wherever occurs in the conditions, means the Central Coalfields Limited, represented at the headquarters of the Company by the Director (Technical) Operations. or his authorized representative or any other office specially deputed for the purpose.

ii) The word “Principal Employer” wherever occurs, means the authorized representative or any other officer specially deputed by the Company for the purpose.

iii) The word “contractor”/contractors” wherever occurs means the successful Bidder/Bidders who has/have deposited the necessary Earnest Money and has/have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or company, as the case may be.

iv) “The Site” shall mean the site of the contract work including land and any building and erections thereon and any other land allotted by the company for contractor’s use.

v) ‘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.

vi) A ‘ Day’ shall mean a day of 24 hours from midnight to midnight.

vii) Engineer-in-charge/Designated Officer-in-charge will be clearly defined in the contract document. Engineer-in-charge/Designated Officer-in-charge who is of an appropriate seniority will be responsible for supervising and administering the contract, certifying payment due to the contractor valuing variations to the contract, awarding extension of time and valuing compensation events. Engineer-in-charge/Designated Office-in-charge may further appoint his representatives i.e. another person/Project Manager or any other competent person and notify to the contractor who is directly responsible for supervising the work being executed at the site, on his behalf under the Delegation of Powers of the company. However, overall responsibility, as far as the contract is concerned will be that of the Engineer-in-charge/Designated Officer-in-charge.

viii) The ‘contract’ shall mean the notice inviting tender, the tender as accepted by the company and the formal agreement executed between the company and the contractor together with the documents referred to therein including general terms and conditions special conditions, if any schedule of quantities with rates and amounts, Schedule of work.

ix) The ‘works’ shall mean the works required to be executed in accordance with the contract or parts thereof as the case may be and shall include all extra or additional or any work of emergent nature, which in the opinion of the Engineer-in-charge, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.

x) Schedule of Rates’ referred to in these conditions shall mean the standard schedule or rates prescribed by the company and the amendments issued from time to time.

xi) ‘Contract price’ shall mean

(a) in the case of lump sum contracts the total sum for which tenders accepted by the company.

(b) in the case of other types of contracts the total sum arrived at based on the individual rates quoted by the tenderer for the various items shown in the “bill of quantities” of the tender documents as accepted by the company with or without any alteration as the case may be.
xii. ‘Written Notice” shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the corporation/Company for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

2. CONTRACT DOCUMENTS:
The following documents shall constitute the contract documents

(i) Article of agreement.
(ii) Notice Inviting Tender
(iii) Letter of acceptance of tender indicating deviations, if any, from the conditions of contract incorporated in the bid/tender document issued to the bidder.
(iv) Conditions of contract, including general terms & conditions, additional terms & conditions, special conditions, if any etc. forming part of the agreement.
(v) Scope of works/bills of quantities and
(vi) Finalized work program.

After acceptance of the tender and on execution of contract/issue of work order to proceed with the work as the case may be, the contractor shall be furnished, free of charge, two copies of contract documents (certified true copies), excepting those drawings to be supplied during the progress of work. The contractor shall keep copies of these documents on the site/place of work in proper manner so that these are available for inspection at all reasonable times by the Engineer-in-charge, his representatives or any other officials authorized by the Company for the purpose.

None of these documents shall be used by the contractor for any purpose other than this contract and the contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy as required of such documents.

3. DISCREPANCIES AND ADJUSTMENTS THEREOF: The documents forming part of the contract are to be treated as mutually explanatory of one another.

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

3.2 Any error in description, quantity or rate in schedule or quantities or any omission there from shall not vitiate the contract or release the contractor from discharging his obligation under the contract including execution of work according the specification forming part of the particular contract document.

3.3 Any difference detected in the tender/tenders submitted, resulting from:

a. Discrepancy between description in words and figures, the rate which corresponds to the words quoted by the contractor shall be taken as correct.
b. Discrepancy in the amount quoted by the contractor due to calculation mistake of the unit rate and quantity, the unit rates shall be regarded as firm and amount corrected.
c. Discrepancy in totaling or carry forwards in the amount quoted by the contractor shall be corrected.
d. 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 totals of various section of schedule of quantities.

4. SECURITY DEPOSIT:

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

The security deposit shall bear no interest.

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

- A Bank Guarantee in the form given in the bid document
- Govt. Security, FDR or any other form of deposit stipulated by the owner
- Demand Draft drawn in favor of Central Coalfields Limited on any Scheduled Bank payable at its Branch at Ranchi.

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

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

(a) at Bidder’s option by a Nationalized / Scheduled Indian Bank or  
(b) by a foreign bank located in India and acceptable to the employer  
(c) the validity of the Bank Guarantee shall be for a period of one year or ninety days beyond the period of contract, whichever is more.

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

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

4.5. 5% performance security should be refunded within 60 days of the completion of the work (the date of completion of the work will be certified by the Engineer- in – charge).

4.6. Refund of security deposit: The refund of security deposit shall be subject to company’s right to deduct / appropriate its dues against the contractor under this contract or under any other contract. On completion of the entire work and certified as such by the Engineer-in-charge, the security deposit, remaining with the company shall be refunded.

The security deposit shall bear no interest.

5. DEVIATIONS/VARIATIONS IN QUANTITIES:

Extend and pricing: The quantities given in the ‘schedule of quantities’ are provisional and are meant to indicate the extent of the work and to provide a uniform basis for tendering and any variation either by addition or omission shall not vitiate the contract.

5.1 The Company through its’ Engineer-in-charge or his representative shall without radically changing the original scope and nature of the contracted work, have power to make any alterations in or additions to or substitute of the original and instructions that may appear to be necessary or advisable during the progress of work. The contractor shall be bound to carry out the works in accordance with the instructions given to him in writing by the engineer-in-charge or his representative on behalf of the company.
Such altered or additional work which shall form part of the original contract and shall be carried out by the contractor on the same conditions in all respect on which they agree to do the main works and at the same rate/rates as are specified in the contract.

5.2 If the additional or altered work includes any call of work for which no rate/rates is/are specified in the contract, the rate for such items shall be determined by the Engineer-in-charge as follows:

(a) The rate shall be derived from the rate/rates for similar or near similar class of work as is/are specified in the contract/tender, failing which,

(b) The rates shall be derived from the Company’s prescribed schedule of rates based on which the estimate for tendering has been prepared plus or minus the percentage by which the tendered amount for the whole work quoted by the contractor is above or below the estimated amount as per the tender documents, failing which,

(c) The rate shall be derived from the contractor’s rate claimed for such class of work supported by the analysis of rate/rates claimed by the contractor. The rate to be determined by the engineer-in-charge as may be considered reasonable taking into account percentage of profit and overhead not exceeding 10% or on the basis of market rates, if any, prevailing at the time when work was done.

In the case of composite tenders, where two or more schedule of quantities for similar item, description may form part of the contract, the applicable rate shall be taken from the schedule of quantities of that particular part in which the deviation is involved, failing that at the lowest applicable rate for the similar item of work in the other schedule of quantities.

However, the Engineer-in-charge is at liberty to cancel the instruction by notice in writing and to arrange to carry out the work in such manner as he/she considers advisable under the circumstances. The contractor shall under not circumstances suspend the work on the plea of non-settlement of rates.

5.3 Alterations in the quantities shall not be considered as a change in the conditions of the contract nor invalidate any of the provision thereof provided that a supplementary work order or agreement for the item/items involved will be necessary when the alterations involved one or more of the followings:

(i) An increase of more than 10% of the total cost of the work calculated from the original tendered quantities and the contract price.

(ii) More than 10% deviation from the original awarded value should require approval of next higher authority but total amount should be within the delegated power of next higher authority.

5.4 The time for completion of the originally contracted work shall be extended by the Company in the proportion that the additional work (in value) bears to the original contracted work (in value) as may be assessed and certified by the Engineer-in-charge.

5.5 The Company through its’ Engineer-in-charge or his representative, on behalf of the company shall have power to omit any part of the work for any reason and the contractor shall be bound to carry out the work in accordance with the instruction given by the Engineer-in-charge. No claim for extra charges / damages shall be made by the contractor on these grounds.

5.6 In the event of any deviation being ordered which in the opinion of the contractor changes radically the original scope and the nature of the contract, the contractor shall under no circumstances suspend the work, either original or altered or substituted, and the dispute/disagreement as to the nature of deviation or the rate/rates to be paid thereof shall be resolved separately with the Company.
5.7 The re-appropriation / re-allocation of the quantities may be done with the approval of Engineer-in-charge within the stipulated contract period and contract value with the approval of the approving authority of the contract. In case the approving authority is Board, then with the approval of CMD of the Company.

6. **TIME FOR COMPLETION OF CONTRACT- EXTENSION THEREOF, DEFAULTS AND COMPENSATION FOR DELAY:** Immediately after the contract is concluded, the Engineer-in-charge and the contractor shall agree upon time and progress chart prepared on the basis of a transportation schedule to be submitted by the contractor showing the order in which the work is proposed to be carried out within the time specified in the contract documents. For the purpose of this time and progress chart, the work shall be deemed to have commenced on the expiry of 10 (ten) days from the issue of letter of acceptance / work order or handing over the site of work whichever is later.

6.1 If the contractor, without reasonable cause of valid reason, commits default in commencing the execution of the work within the aforesaid date, the company shall without prejudice to any other right or remedy, be at liberty, by giving 15 days notice in writing to the contractor to commence the work, failing which to forfeit the earnest money deposited by him. Additionally, the company will reserve the right to debar such defaulting Contractors from participating in future Tenders for a minimum period of one year.

6.2 In the event of the contractor’s failure to comply with the required progress in terms of the agreed time and progress chart or to complete the work and clear the site on or before the contract or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the company on account of such breach, shall become liable to pay or penalty as under:

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

i) If the average daily progress of work executed during the calendar month is more than 80% and less than 100% of stipulated rate of progress, penalty equal to 10% of the contract value of the short fall in work shall be levied.

ii) if the average daily progress of work executed during the calendar month is less than 80% of stipulated rate, penalty equal to 20% of contract value of the short fall in work shall be levied.

iii) The aggregate of the penalties so levied shall not exceed 10% of the total contract value.

Penalties will be calculated every month and withheld. The contractor shall be allowed to makeup the shortfall in the succeeding three months within the stipulated time of completion. Once the shortfall is fully made up, the so withheld penalty will be released.

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

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

- abnormally bad weather
- serious loss or damage by fire
- civil commotion, strikes or lockouts affecting any of the trades employed on the work 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.
- any other causes which, at the sole discretion of the company is beyond the control of the contractor.
A “Hindrance Register” should be maintained for the recording the hindrances. This shall be maintained on a day-to-day basis and should be signed by both parties. Disputes if any should be decided by the Engineer-in-charge or authority higher than him which should be binding on the contractor. In case of dispute, decision should be conveyed within 15 days from the dispute.

The contractor may request the company in writing for extension of time within 14 days of happening of such event causing delay stating also, if practicable, the period for which extension is desired. The company may, considering the eligibility of the request, give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the contractor in writing by the company through the Engineer-in-charge within 1 (one) month of the date of receipt of such request.

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

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

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

In case the Contractor does not apply for grant of extension of time within 15(fifteen) days of hindrance occurring in execution of the work and the Company wants to continue with the work beyond the stipulated date of completion for reason of the work having been hindered, the Engineer in charge at his sole discretion can grant provisional extension of 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 acts 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.

6.7 The bidding documents will clearly state that:

(a) The successful bidder will advise, in the event of his having resort to this clause by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the clause of delay, within 15(fifteen) days of the occurrence and cessation of such force majeure condition. In the event of delay lasting over two months, if arising out of force majeure, the contract may be terminated at the discretion of the company.

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

(c) If any of the force majeure condition exists in the place of operation of the bidder even at the time of submission of bid he will categorically specified them in his bid and state whether they have been taken into consideration in their quotations.

7. QUALITY ASSURANCE:
The contractor shall carry out and complete the work in every respect in accordance with the contract and shall ensure that the work confirms strictly to the instructions of the Engineer in charge. The Engineer in charge may issue from time to time further detail instructions / directions in writing to the
contractor. All such instructions/directions shall be consistent with the contract documents and should be reasonably inferable there from, along with clarifications/explanations thereof, if necessary.

8. **MEASUREMENT AND PAYMENT:**
Except where any general or detailed description of the work in quantities provides otherwise, measurement of the work done shall be taken in accordance with the relevant standards method of the measurement as applicable to the schedule of quantities/schedule of work/specification to the contract. In the case of items not covered by any of the aforesaid contract documents, measurement shall be taken in accordance with the relevant standard method of measurement issued by the Indian Standard Institution.

8.1 All items of work carried out by the contractor in accordance with the provisions of the contract having a financial value shall be entered in the measurement book, log book etc. as prescribed by the Company so that a complete record is obtained of all work performed under the contract and the value of the work carried out can be ascertained and determined there from.

8.2 Measurement shall be taken jointly by the Engineer in charge or his authorized representative and by the contractor or his authorized representative.

8.3 Before taking measurement of any work, the Engineer in charge or the person deputed by him for the purpose shall intimate the contractor to attend or to send his representative to attend the measurement. Every measurement thus taken shall be signed and dated by both the parties on the site on completion of the measurement. If the contractor objects to any of the measurements, a note to that effect shall be made in the measurement book/log book and signed and dated by both the parties.

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

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

8.6 Payment on account shall be made on the Engineer in charge certifying the sum to which the contractor is considered entitled by way of interim payment for the following:

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

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

8.8 The company reserve the right to recover/enforce recovery of any over payments detected after payment as a result of post-payment audit or technical examination or by any other means, not withstanding the fact that the amount of disputed claims, if any, of the contractor exceeds the amount of such over payment and irrespective of the facts whether such disputed claims of the contractor are the subject matter of arbitration or not. The amount of such over payments may be recovered from the subsequent bills under the contract, failing that from contractor’s claim under any other contract with the company or from the contractor’s security deposit or the contractor shall pay the amount of overpayment on demand.
8.9 Amount payable/repayable for any subsequent change in the Sales Tax on Works Contract will be made to/from the contractors after departmental verification of such changes of tax law issued by Statutory Authority.

9. **TERMINATION, SUSPENSION, CANCELLATION, 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. fails to complete the work or items of work with individual dates of completion, on or before the date/dates of completion or as extended by the company, then on the expiry of the period as may be specified by the Engineer in charge in a notice in writing

or

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

or

e. obtains a contract with the company as a result of ring tendering or other non-bonafide method of competitive tendering

or

f. transfers sublets, assigns the entire work or any portion there of without the prior approval in writing from the Engineer-in-charge. The Engineer-in charge may be giving a written notice, cancel the whole contract or portion of it in default.

(g) 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 their dues of this work or any other work done under this company shall be forfeited and brought under the absolute disposal of the company provided, that the amount so forfeited shall not exceed 10% of the contract value.

9.1 The contract shall stand terminated under the following circumstances:

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

b. In the case of the contractor being a company, its affairs are under liquidation either by a resolution passed by the company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or reorganization, or receiver or manager is appointed by the court on the application by the deventure holders of the company, if any.

c. If the contractor shall suffer an execution being levied on his/their goods, estates and allow it to be continued for a period of 21 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 an completing the contract. The decision of the company in this respect shall be final and binding which is to be intimated in writing to the legal representative or to the partnership concern.

9.2 On cancellation of the contract or on termination of the contractor, the Engineer in charge shall have powers:

a. to carry out the incomplete work by any means at the risk of the contractor

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

c. to recover the amount determined as above, if any, from any moneys due to the contractor or any account or under any other contract and in the event of any shortfall, the contractor shall be called upon to pay the same on demand.

The need for determination of the amount of recovery of any extra cost/expenditure or of any loss/damage suffered by the company shall not however arise in the case of termination of the contract for death/demise of the contractor as slated in 9.1(d).

9.2(B) If the progress of the work or of any portion of the work is unsatisfactory, the Engineer-in-charge, after giving the contractor 15 days notice in writing without cancelling or terminating the contracts, shall be entitled to employee another agency for executing the job or to carry out the work departmentally or contractually through tendering/limited tendering process, either wholly or partly, debiting the contractor with cost involve engaging in other agency or with the cost of labour and the prices of materials, 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. However, when this clause is involved, penalty will not be applicable.

9.3 Suspension of work – The company shall have power to suspend the progress of the work any part thereof and the Engineer-in-charge may direct the contractor in writing to suspend the work, for such period and in such manner as may be specified therein on account of any default on the part of the contractor, or for proper execution of the work for reasons other than any default on the part of the contractor or on ground of safety of the work or part thereof. In the even of suspension for reason 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.

9.4 Foreclosure of contract in full or in part – if at any time after acceptance of the tender, the company decides to abandon or reduce the scope of the work for any reason whatsoever the company, through its Engineer-in-charge, shall give notice in writing to that effect to the contractor. In the event of abandonment / reduction in the scope of work, the company shall be liable to pay the contractor at the contract rates full amount for works executed and measured at site up to the date of such abandonment / reduction in the work.

The contractor shall, if required by the Engineer in charge, furnish to him books of accounts, papers, and relevant documents as may be necessary to enable the Engineer in charge to assess the amount payable. The contractor shall not have any claim for compensation whatsoever either for abandonment or for reduction in the scope of work, other than those as specified above.

10. COMPLETION CERTIFICATE:
On completion of the work and notifying the same by the contractor to the Engineer in charge, Completion Certificate shall be issued by the Engineer in charge only in the event the work is completed satisfactorily in every respect. Payment of the final bill shall be made on completion of the contract and refund of the security deposit shall however be made as per relevant clause of the contract.

11. **RESPONSIBILITIES OF THE CONTRACTOR:**

i. The company reserves the right to let other contractors in connection with the project and the contractor/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 employ only competent, skilful and orderly men to do the work. The Engineer in charge shall have the right to ask the contractor/contractors to remove from the work site any men of the contractor/contractors who in his opinion is undesirable and the contractor/contractors will have to remove him within three hours of such orders.

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

The contractor / contractors shall at all times exercise reasonable precautions for the safety of employees in the performance of his / their contract and shall comply with all applicable provisions of the safety laws drawn up by the State or Central Government 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.

iv. The contractor/contractors shall familiarize themselves with and be governed by all laws and rules of India and Local Statues and orders and regulations applicable to his/their work.

v. Building for the sanitary necessities of all persons employed on the work shall be constructed and maintained in the number, manner and place approved or ordered by the Engineer in charge. The contractor/contractors shall vigorously prohibit committing of nuisance at any other place. Cost of all works under these items shall be covered by the contractor’s/contractors’ tendered rates.

vi. 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 agreement.

Vii All duties, taxes, other levies payable by the contractor under the contract or for any other cause as applicable on the last date of submission of tender, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. All 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 the last date of submission of tender and / or any increase over the rate existing on the last date of submission of tender shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities. Similarly, if there is any decrease in such duties, taxes and levies the shall become recoverable from the contractor.
Details of such duties, taxes, othr levies alongwith the rate shall be declared by the bidders in their price-bid.

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

(a) In case of increase in the Sales Tax Deductions at source, the Contractor shall be entitled to be reimbursed to the extent of amount of difference between the existing rate and revised rate of tax deducted at source on production of relevant documents in support of claim in this behalf but limited to the actual paid by the contractor.

(b) In case of any decrease or remission on the rate of Sales Tax Deductions at source, the Company shall be entitled to the amount consequent on decrease/remission of Sales Tax. The Company shall be entitled to recover such amount from the amount due to the Contractor.

The Company reserves the right to deduct / withhold any amount towards taxes/statutory levies, as may be required under the Statute or in terms of direction from any Authority from the amount as directed with the appropriate Authority and the Company shall provide with certificate towards deduction and shall not be responsible for any reason whatsoever.

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

x. The work shall not be sublet to any other party, unless approved by Engineer-in-charge, in writing.

xi.A. The contractor/contractors shall pay the wages to the labours engaged by him / them as followings :

a) The minimum wage of the contractor’s workers engaged in mining activities (as defined under section 2(h), (j) and (k) of Mines Act,1952 including washery CHP and railway siding Annexure I) shall be on midway between the wages prescribed by the Central Government under the minimum wages Act,1948 for the workers employed in the scheduled employment for non-coal mines and the wages payable to the lowest category of regular workers i.e. Cat I of National Coal Wage Agreement – IX (Basic +DA+SDA+Att.Bonus as on 01.11.2012). Illustration given in Annexure II.

b) VDA for industrial workers shall be nil as on 01.11.2012 and the revised rate of VDA shall be paid over the consumer price index 202.83 (Base 2001=100) from Ist April and Ist October every year, as notified by Ministry of Labour and Employment, Govt. of India for the workers employed in scheduled employment of non-coal mines.

c) Contractor’s workers who will work in ground mine shall get 10% of the basic as underground allowance.

d) CMPF deduction shall be made as per CMPF Act,1948 and CMPS 1998.

e) Payment of Bonus shall be paid as per the payment of Bonus Act.

f) All statutory acts/rules applicable to the contractor’s workers shall be complied with.

g) Categorization of contractor’s workers into Unskilled, Semiskilled, Skilled and Highly Skilled shall be as per norms adopted by the Ministry of Labour and Employment, Govt. of India for non-coal mines, mentioned in Annexure - III.

h) Where the existing rates of wages of any employee based on the contract or agreement or otherwise are higher than the rates, the higher rates shall be protected and treated as the minimum rates of wages for contractor’s workers.

i) The above minimum wages shall be applicable w. e. f. 01.01.2013 prospectively
In view of above, the minimum wages of the contractor’s workers of different categories shall be as under prospectively.

<table>
<thead>
<tr>
<th>Categories of employee</th>
<th>Basic rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unskilled</td>
<td>Rs.464.00</td>
</tr>
<tr>
<td>Semiskilled</td>
<td>Rs.494.00</td>
</tr>
<tr>
<td>Skilled</td>
<td>Rs.524.00</td>
</tr>
<tr>
<td>Highly Skilled</td>
<td>Rs.554.00</td>
</tr>
</tbody>
</table>

However, the minimum wages to be paid to contractor’s workers shall be as per rate decided and communicated by Coal India Limited (Holding Company) to the employer (subsidiary company Central Coalfields Limited) from time to time.

In future, if Coal India Limited enhances the rate of wages to be contractor’s workers the corresponding enhancement in wages to contractor’s workers shall be paid by the concerned contractor and the same shall be subsequently reimbursed by Central Coalfields Limited.

**B. Medical facilities** – OPD and Indoor treatment medical facilities to the contractor’s workers in the company’s hospital and dispensary is offered free of cost (excluding spouse or any dependent) to the event of availability of medicines, pathological examination and other surgical treatment. Contractor’s workers will not be allowed to get treatment other than company’s hospital/dispensary (no referral cases). Contractor’s should issue identity card to their workmen deployed.

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

xiii. Insurance: The contractor shall take full responsibility to take all precautions to prevent loss or damage to the works or part thereof for any reasons whatsoever (except for reasons which are beyond control of the contractor or act of God, e.g. flood, riots, war, earthquake etc.) and shall be 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 if any:

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

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

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

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

If 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 redresal of the dispute may be sought in the Court of Law.

**SPECIAL TERMS & CONDITIONS FOR TRANSPORT CONTRACT**

1. The contractor, before starting the work, shall furnish to the General Manager/Project Officer the list of trucks/tipping trucks / pay loaders / equipments, proposed to be deployed for the work with the related papers for registration, fitness certificate, permits, licenses, Insurance driving licenses etc. for inspection. No tipping trucks / trucks / pay loaders / equipments shall be deployed for the work without the approval of the Project Officer/General Manager.

2. The tippers/trucks/ pay loaders /equipments, deployed in any other project of the company or any project of any subsidiary of Coal India Limited, shall not be diverted for the work without the approval of the company. Similarly, the tipping trucks/trucks/pay loaders/equipments deployed for the work shall not be diverted to any other project without the approval of the General Manager.

3.01 The contractor shall deploy adequate number of tipping trucks/equipments for the satisfactory execution of the work.

3.02 Only tipping trucks with mechanical unloading arrangements shall be deployed by the contractor and in no case “Dala” trucks shall be deployed or permitted to be deployed for the work of coal transportation.

3.03 Only tipping trucks in good and safe condition having valid fitness certificate permits/ licenses etc. and in respect of which the required taxes/fees have been deposited and which are properly covered by insurance shall be deployed for the work.

The Company shall have the right to inspect or arrange inspection of the vehicles / equipments deployed by the contractor for the work at any time and declare any vehicle/equipment unsafe and asked for its' immediate withdrawal from the site operation. The contractor shall ensure prompt/immediate compliance of the same.

3.04 The contractor shall at his own cost arrange for regular checking/maintenance/repair of tipping trucks/equipment and keep them in good and safe conditions at all time.

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

3.05 Only experienced, skilled and disciplined drivers of sound health and good behavior and antecedents having valid and requisite driving license shall be deployed by the contractor for driving the tipping trucks/trucks/ pay loaders / equipments deployed for the work. In no case any unauthorized driving of the tipping trucks or operation of pay loaders / equipments shall be permitted by the contractor.

3.06 The tare weight, gross weight maximum carrying capacity of the truck and the dimension of the body of the truck shall be clearly indicated on the body of each tipping trucks deployed for the work and maintained in good legible conditions at all times.
3.07 No addition or alteration of the size of the body or any such truck shall be carried out without prior approval of the Project Officers/General Manager. The truck shall be loaded only up to the maximum carrying capacity and shall not be overloaded under any circumstances.

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

4.0 No manual worker shall be engaged by the contractor for loading/unloading of the trucks or loading of wagons under any circumstances whatsoever.

5.0 The contractor shall bring/take back and arrange for the transportation of the trucks/equipment/men and materials required for the work at his own cost.

6.0 Contractor’s trucks should ply only on specified route/roads. In case plying of the trucks on any other route/road become necessary due to any reason, prior approval for the same shall be taken by the contractor from the Project Officer/General Manager. In case of violation of this provision, penalty may be imposed on the contractor and/or the contract terminated.

7.0 The work shall be executed round the clock on all the days of week as directed by the Project Officer/General Manager and the contractor shall be obliged to comply with the same.

8.0 The contractor shall not have any claim whatsoever for the idleness of his tipping trucks / trucks / pay loaders / equipments / employees for want of coal or non-availability of departmental equipment or lack of space available at the unloading site or any dislocation en-route and/or for any other reason.

9.01 The contractor shall at this own cost arrange for all materials, stores, spares, tools, tackles etc. and maintenance/repairs of the tipping trucks/ pay loaders /equipments required/deployed for the work. The company shall have no liability whatsoever on this account.

9.02 In emergent situations and provided the contractor makes an application in this regard, POL, if available with the company, may at the sole discretion of the company, be issued to him with the approval of the General Manager but value of the same along with the handling/departmental charges as per the then prevailing rules of the company shall be charged from him or recovered from his bills/security deposit.

10.00 The contractor shall maintain proper records in English/Hindi of the trucks/equipments/persons etc. deployed for the work, work done daily attendance of the employees, payment to the employees etc. and the company shall have the right of access to and inspection of these records or to call for any or all these records or ask the contractor to submit such reports as it considers necessary and the contractor shall be bound to comply with such instructions.

11.0 The Company shall have no responsibility/liability whatsoever for any accident/damage to the contractor/s vehicle/equipments in transit or while engaged in the work.

12.0 The contractor shall familiarize himself and fully comply with the provisions of all the Acts/Rules/Regulations/Bye-laws and orders of the Local authority/Municipality/State Govt./Central Govt. applicable to the worker. Mines Act. Payment of Wages Act, Motor Vehicle Act, Workmen’s Compensation Act, etc. and shall be fully responsible and liable for due observance of the same. The company shall have no responsibility/liability whatsoever on these accounts and the contractor shall fully indemnify the Company against any claim/dispute/reference Award, etc. arising out of the same.

13.0 If the Company suffers any loss on account of suspension of production or idleness of its equipments/employees or on any other account or damage to its property, due to any failure on the
part of the contractor or due to any act of omissions or commission on the part of his representative/employees or from the trucks/equipments of the contractor, the value of the same as assessed by the Company, shall be recovered from the contractor/s bill/security deposit. The decision of the company in this regard shall be final and binding on the contractor.

14.01 Where wagons are being weighed at the loading end, payment for coal/middling transported to the siding/CHP (where wagons are being loaded), loading of the tipping trucks by the Contractor’s pay loader(s), picking, breaking and wagon loading by Contractor’s pay loader (s), shall be made on the basis of the RR weight of coal / middling dispatched, duly reconciled with the measured opening and closing stocks at the siding/CHP every month and after effecting deductions of penalties/recoveries as per terms & conditions of this contract.

14.02 (i) Where wagons are not being weighed at the loading end, payment for the items of work stated in 14.01 above shall be made on the basis of the actual weight of coal received by the Power Houses/consignees as per the weighment of the wagons at their end, duly reconciled with measured opening and closing stocks at the siding/CHP every month.

(ii) If in the case of wagons not being weighed at the loading end, the payment is made by any consignee on the basis of RR weight, the contractor (s) shall be paid accordingly.

(iii) In the case of wagons not being weighed at the loading end, 90% payment for items of work stated in 14.01 above shall be made provisionally on the basis of RR weights. Balance payment shall be made after reconciliation, as explained in (i) above and effecting deduction of penalties/recoveries as per terms & conditions of this contract.

14.03 In the case of coal transportation from face to stock if the trucks/tipping trucks are not being weighed, payment shall be made on volumetric measurement of the coal transported, converted to weight, taking 40 cft as one tonne, (irrespective of the fact that any other conversion factor is adopted by the Company for any other purpose), duly reconciled with the measured opening and closing stocks for the month and off-take from stock to the siding/CHP as per 14.01/14.02 above and payment shall be made to the contractor(s) accordingly.

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

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

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

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

In case the washery weighbridge goes out of order, the Project Officer shall make alternative arrangement for weighment of the trucks or the weight at the loading end shall be taken as the weight of coal received at the washery, subject to such checking/verification as the Project Officer/General Manager may deem necessary.
17.00 In case the weighbridge of the loading end goes out of order or is not available, the Project Officer / General Manager shall make alternative arrangement for weighment of the trucks or such arrangement(s) as he considers necessary to ensure that all coal loaded at the loading end reaches the destination.

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

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

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

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

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

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

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

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

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

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

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

(ii) In case the demurrage occurs due to failure of two more picking/breaking contractors, the demurrage charges shall be apportioned in the manner as shall be considered appropriate by the
Project Officer / General Manager and his decision shall be final and binding on each of the concerned contractors.

24.01 The wagon loading contractor(s) shall be also responsible for cleaning of the siding tracks/between the line and on both sides of the same, leveling of coal loaded into the wagons and lime washing on the top of the same, in respect of the wagons allotted to him/each of them. In case any rake is put on demurrage/any penalty is imposed on the company for failure on the accounts, the same shall be recovered from the contractor/s concerned.

24.02 In case any derailment of wagons occurs due to non-cleaning of the tracks by the wagon loading contractor(s) the charges/penalties for the same levied by the Railways as also the demurrage charges for the same shall be recovered from the defaulting contractor(s).

24.03 All such charges/penalties shall be apportioned between the defaulting contractors, as the General Manager thinks fit and reasonable and his decision in all the above cases shall be final and binding on the contractor concerned.

25.00 In order to ensure proper loading of wagon, the loading contractor shall ensure loading up to proper level keeping in view the stipulated carrying of the wagons and the loading will be done as per directions of Colliery/Project/Area officials responsible for the supervision of the loading of wagons at siding.

26.00 The wagon loading contractor shall load clean coal free from stone/shale/bands/ extraneous materials and of stipulated size.

27.01 The daily rate of transportation shall be about the yearly quantity divided by the number of working days in the year ± 30% but the contractor may be called upon to transport still more/still less quantity and no claim whatsoever shall lie against company on account of such variations. The contractor/s shall make necessary arrangements and ensure transportation of coal, etc. on daily basis, as advised by the General Manager/Project Officer. The total of quantity of materials in the contract can be increased upto 30% with the approval of the concerned Director as a cushion to cover eventualities arising from increase in production.

28.00 In case a contractor falls to deploy adequate number of pay loaders, the company may, without any reference to the contractor, deploy its own pay loader /s and or made alternative arrangements for loading of the wagons/trucks for which double the wagon/truck loading charges payable to the contract/s, for the quantity loaded by the Company’s pay loader /s of extra expenditure incurred by the Company on alternative arrangement made shall be recovered from the contractor.

29.01 The Contractor shall post adequate number of competent, experienced, skilled and disciplined persons having good antecedents for satisfactory execution of the work. A list of all such persons shall be kept in the office of the contractor and a copy of the same shall be furnished to the General Manager/Project Officer as and when required. All these persons shall be in the direct employment and under direct administrative control of the contractor and the management shall have no responsibility/liability whatsoever in this regard.

29.02 The contractor shall issue an identity card/employment card to each employee with photograph duly attested by him which the employee shall always carry with him, while on work and produce for inspection whenever required.

30.0 The contractor shall not engage any person of less than 18 years of age or females during night hours as required by the relevant law.

31.01 The contractor shall pay to his employees salary and wages as per clause 11 (xi) of the General Terms and Conditions.
31.02 The contractor shall make payment to his employees at the place(s) specified by the General Manager/Project Officer and in the presence of Company’s representative authorized by General Manager/Project Officer who shall duly witness all payments by the contractor to his employees. For this purpose the contractor shall notify to the General Manager/Project Officer the wage period(s) day/date and time of payment.

31.03 The contractor shall prepare the wages sheet for his employees in duplicate, a copy of which shall be regularly submitted to the Project Officer.

32.01 The contractor shall make timely payment of all salary/wages/dues to his employees and shall also provide all benefits to his employees as per relevant Acts/Rules, Regulations, and Orders that are enforceable and applicable to the work.

32.02 The contractor shall also comply with the provisions of the Coal Mines Provident Fund Scheme or Employees Provident Fund and Miscellaneous Provisions Act 1952 as the case may be and regularly deposit the contributions in accordance with the same. The Company shall have no liability whatsoever in this regard.

33.00 The responsibility of the contractor in respect of all payments to his employees will be complete and absolute. The Company shall have no liability whatsoever in this regard and shall be fully indemnified by the Contractor against any claim arising out of any non-payment/short-payment/dispute/award.

34.00 The contractor shall arrange for the training of his employees in accordance with the Mines Vocational Training Rules, 1966 as amended from time to time, at his own cost.

35.00 In case any accident occurs or any injury is caused to any employee of the Company by the vehicles/equipments of the contractors or by any act of omission/commission on the part of the contractor’s representative/employees, the compensation for the same, as provided in law or as assessed by the company shall be recovered from the contractor along with the costs and expenses incurred by the company on the same.

36.00 The contractor shall provide foot-wears, helmets and other protective equipments, to his employees as provided in the law, at his own cost. In case of failure on the part of the contractor to provide these Protective equipments, the company may provide the same to the employees at the cost of the contractor.

37.00 PAYMENT OF PRICE VARIATION: If the prices of Diesel increases or decreases, the contractor shall be compensated for such increase or recoveries shall b made from the dues of the contractor of such decrease as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for variation in 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. If the contract is to be extended beyond the stipulated period for completion of the work due to fault on the part of the contractor, escalation on price should not be allowed further if not provided otherwise in the accepted contract.

Where the contract period is up to 6 months, no compensation for price variation will be paid. Where the contract period is more than 6 months, compensation for price variation in price of diesel only will be paid / recovered as per escalation formula provided in the Special Terms &
Conditions. Such compensation for variation in the prices when due shall be worked out based on the following provisions:

37.01 Where the contract period is more than 6 months, compensation for price variation will be paid / recovered.

37.02 The base date for working out such price variation shall be the last date on which tenders were stipulated to be received.

37.03 The contractor shall submit certified copy of price of Diesel from retail outlet of IOC/BP etc.

37.04 Applicability of price variation (Summarized Position)

<table>
<thead>
<tr>
<th>Item of work</th>
<th>Contract Period: Less than 6 months</th>
<th>Contract Period: More than 6 months</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transportation (Coal)</td>
<td>NIL</td>
<td>Price variation on diesel</td>
</tr>
<tr>
<td>Transportation (Sand)</td>
<td>NIL</td>
<td>- do -</td>
</tr>
<tr>
<td>Wagon loading / Loading of Coal</td>
<td>NIL</td>
<td>- do -</td>
</tr>
<tr>
<td>OB removal (Loading &amp; Transportation)</td>
<td>NIL</td>
<td>- do -</td>
</tr>
<tr>
<td>OB Re-handling (Loading &amp; Transportation)</td>
<td>NIL</td>
<td>- do -</td>
</tr>
<tr>
<td>Truck loading of sand (Mechanical)</td>
<td>NIL</td>
<td>- do -</td>
</tr>
</tbody>
</table>

Note: Price variation clause as given above is also applicable for Hiring of HEMM contracts.

37.05 Price Variation on Diesel for Transportation of Coal, OB, and Sand:

Diesel Price Variation Rate (per Te or per cum) = D x 2/d x R/C

Where, D = One way distance from colliery to destination in kilometers.
d = Distance covered per Ltr. of diesel by the Transport Equipment in km.
C = Capacity of tippers (in Te or in cum)
R = Variation in the price of diesel from the base price (in Rs. per Ltr.)

Note: In the above formula, the value of ‘d’ will be standardized on the basis of studies through CMPDIL. Till standardization, of ‘d’, the following two formulae will be used for transportation of Coal, OB, and Sand.

For Coal: Diesel Price Variation Rate in Rs. per Te = D x R / 15

For OB / Sand: Diesel Price Variation Rate in Rs. Per Cum = D x R / 9

Where, D = One way distance from colliery to destination in kilometers.
R = Variation in Price of Diesel from the base price (in Rs. per Ltr.)

37.06 Price Variation on Diesel for loading of coal, OB, and Sand:

Loading of coal by Pay Loader:
Diesel Price Variation Rate in Rs. per Te. = 0.066 x Variation in price of diesel per Ltr from base price.

**Loading of OB / Sand by Excavator:**

Diesel Price Variation Rate in Rs. Per cum = 0.25 x Variation in price of diesel per Ltr from base price.

**Loading of Sand by Pay Loader:**

Diesel Price Variation Rate in Rs. Per cum = 0.116 x Variation in price of diesel per Ltr from base price.

Note: The above will be applicable till the recommendations of CMPDIL on Price Variation formulae are accepted by the competent authority for its implementation.

37.07: Price variation on Diesel for transportation of coal operating with 16 te. capacity tippers and estimate based on SOR (Schedule of Rate)

Price variation on rate on account of diesel (per te.) : 

\[ D \times 2/d \times R/C \]

Where,

- \( D \) = On way distance in KM
- \( d \) = Distance covered per Ltr. Of diesel by the tipper in KM
- \( C \) = Capacity of tippers = 16 te.
- \( R \) = Variation in price of diesel from the base price in Rs. Per litre.

The value of “D” and “d” shall be taken from the table given below according to lead.

<table>
<thead>
<tr>
<th>Face to Surface</th>
<th>Lead</th>
<th>Av. Lead (D)</th>
<th>Capacity of tipper (C)</th>
<th>Diesel consumption per Te. per KM (1/3x4)</th>
<th>Distance covered (KM) Lt.diesel by tipper (d) (1/3x4)</th>
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</thead>
<tbody>
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<table>
<thead>
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<th>Surface to Surface</th>
<th>Lead</th>
<th>Av. Lead (D)</th>
<th>Capacity of tipper (C)</th>
<th>Diesel consumption per Te. per KM (1/3x4)</th>
<th>Distance covered (KM) Lt.diesel by tipper (d) (1/3x4)</th>
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</tbody>
</table>
ANNEXURE - A

Format for Affidavit

Non-Judicial Stamp Paper

AFFIDAVIT

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

1. We are submitting Tender for the work .........................................................................................................................against Tender Notice No........................................................................................................... Dated .............

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

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

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

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

Signature of the tenderer

Dated.................

Seal of Notary
BANK GUARANTEE PERFORMA FOR
EARNEST MONEY DEPOSIT /BID SECURITY
(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

(TO BE ISSUED BY ANY NATIONALISED/SCHEDULED BANK AUTHORED BY RBI TO ISSUE A BANK GUARANTEE)

The Central Coalfields Limited
Darbhanga House
Ranchi

Dear Sir,

WHERE AS ________________ [name and address of Bidder] (hereinafter called the bidder) shall submit its Bid in response to NIT No. __________________________ Dated ______________ for the work __________________________ [name of the work] (hereinafter called “the Bid”)

KNOW ALL MEN by these present that we__________________ [name of the Bank] of _____________ [name of the country] _______________ having our registered office at _____________________ [address of the Bank] (hereinafter called ‘the Bank’), are bound unto the Central Coalfields Limited, Darbhanga House, Ranchi (Jharkhand), (hereinafter called “the Employer”) for the sum of __________________________ [amount of Guarantee in words and figures] for which payment well and truly to be made to the said Employer the bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said bank this _____day of____ 200_____

THE CONDITIONS of this obligation are:

1. If the bidder withdraws its Bid during the period of Bid Validity specified by the employer on the bid form; or
2. It the Bidder withdraws having been notified of the acceptance of its bid by the Employer during the period of Bid Validity:
   a. Fails or refuses to execute the contract Agreement when required; or
   b. Fails or refuses to furnish the Performance Security (if any) in accordance with the Bid conditions.

3. We _______________________ Bank to hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or Bidder / Contractor of any terms & conditions contained in the said contract or by reason of the bidder / Contractor’s failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. We shall not with hold the payment on the ground that the Company has disputed its liability to pay or legal proceeding or legal proceeding is pending between Company and the Bidder/Contractor regarding the claim. However, our liability under this guarantee shall be restricted to an amount not exceeding __________________________.

4. We _______________ Bank further agree that the Guarantee herein contained shall come into force from the date here of and shall remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said contract have been fully paid and its claim satisfied or Company certifies that the terms and conditions of the said contract have been fully and property carried out by the said Bidder / Contractor and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the ______________ (date to be given) _________ (months from the date of the Bank Guarantee) we shall be discharged form all liability under this guarantee thereafter.
5. We __________ Bank further agree with said company that the Company shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to very any of the terms and conditions of the said Contract / agreement or to extend time of performance by the said Bidder (s) / Contractor(s) from time to time or to postpone for any time or from time to time any of the power exercisable by the Company against the said Bidder / Contractor and to forbear or enforce any of the terms conditions relating to said contract and we shall not be relived from our liability by reason of any such variation or extension being granted to the said Bidder / Contractor or for any forbearance act or omission on the part of the company on any indulgence by the Company to the said Bidder / Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have effect of so relieving us. The bank further agree that in case this guarantee is required for a longer period and it is not extended by the said bidder / Contractor beyond the period specified above, the Bank shall pay to the Company the said sum of Rs. __________ (Specify the amount) or such lesser sum as may then be due to the company and as the Company may demand.

6. We __________ Bank lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Company, in writing.

a. The bank has under its constitutions power to give this guarantee and Mr. ______ _____ Manager, who has signed it on behalf of the Bank has authority to do so.

b. This Bank Guarantee will not be discharged due the change in the constitution of the Bank or the Contractor.

We, __________ [name of the Bank] undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in it demand the Employer will not that the amount claimed by it is due to it owing the occurrence of 1 or both of the 2 or (b) specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including the date _________ and any demand in respect thereof should reach the Bank not later than the date of expiry of this guarantee.

For and on behalf of the bank.

Signature              __________________________________
Name    __________________________________
Designation   __________________________
Common Seal of Bank  __________________________

Under jurisdiction of Ranchi Court only.
TO
Central Coalfields Limited
Darbhanga House
Ranchi

Dear Sir,

In consideration of M/s. Central Coalfields Limited having its Registered Office at Darbhanga House, Ranchi (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 scheduled / Nationalized Bank as Performance Security Deposit to be made M/s __________ (hereinafter called “the Contractor”) 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.

i. We __________ 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.

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

iii. We __________ Bank do hereby undertake to pay the amounts due and payable under the guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of any breach by the said Bidder / Contractor of any terms or conditions contained in the said contract or by reason of the Bidder / Contractor’s failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. We shall not withhold the payment on the ground that the Company 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 Company and the Bidder / Contractor regarding the claim. However, our liability under this guarantee shall be restricted to an amount not exceeding __________

iv. We __________ Bank further agree that the guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Contract have been fully paid and its claims satisfied or Company certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Bidder / Contractor and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _________ (date to be given) _________ (months from the date of the Bank Guarantee) we shall be discharged from all liability under this guarantee thereafter.

v. We __________ Bank further agree with said company that the Company shall have the fullest liability without our consent and without affecting in any manner / agreement or to extend time of performance by the said Bidder (s) / Contractor (s) 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 said Bidder / Contractor and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Bidder / Contractor or for any forbearance, act or omission on the part of the company or any indulgence by the Company, to the said Bidder / Contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us. The Bank further agrees that in case this guarantee is required for a linger period and it is not extended by the said Bidder / Contractor beyond the period specified above, the Bank shall pay to the Company the said sum of Rs. __________ ________ (specify the amount) or such lesser sum as may then be due to the Company and as the Company may demand. 

vi. We _________ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company, in writing. 

vii. The Bank has under its constitution, power to give this guarantee and Mr _________ _______ Manager, who has signed it on behalf of the Bank, has authority to do so. 

viii. This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder / Contractor. 

Dated, this _____________ day of ______________ 200 ___.

Signature of the authorized person ________________________________

For and on behalf of the Bank        ________________________________

Place:            ________________________________
INTEGRITY PACT

Between

Central Coalfields Limited (CCL) hereinafter referred to as “The Principal”
-------------------------------------- hereinafter referred to as “The bidder/contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contracts for ----------------- --------- . The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve the goals, the Principal cooperates with the international Non-Government Organization “Transparency International” (TI). Following TI’s national and international experience, the principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principle mentioned above.

Section I – Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of the contract, demand or take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not entitled to.
2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain advantage in relation to the tender process or the contract execution.
3. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employee which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder/Contractor

(1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

1. The Bidder/Contractor will not, directly or through any other person or firm offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third persons any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
2. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts. Submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelism in the bidding process.
3. The Bidder/Contractor will not commit any offence under the relevant Anticorruption laws of India; further the Bidder/Contractor will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the
business relationship regarding plans, technical proposals and the business details including information contained or transmitted electronically.

4. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

5. The Bidder/Contractor will not instigate third person to commit offence outlined above or be an accessories to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

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

1. If the Bidder, before contract award has committed a transgression through violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder in question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of transgression within the company hierarchy of the Bidder and the amount of damage. The exclusion will be imposed minimum of 6 months and maximum of 3 years.

2. The Bidder accepts and undertakes to respect and uphold the principal’s absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge and question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

3. If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, The principal may revoke the exclusion prematurely.

4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 – Compensation for Damage

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damage equivalent to 3% of the value of the offer or the amount equivalent to Earnest money Deposit/Bid Security, whichever is higher.

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

3. The Bidder agrees and undertake to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of Bidder from the tender process or the termination of contract after the contract award has caused no damage or less damage than the amount of liquidated damage, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous transgression

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

Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors

1. The Bidder/ Contractor undertakes to demand from all the subcontractors a commitment in conformity with the Integrity pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charge against violating Bidders/Contractors/Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of abider, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform Vigilance office.

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

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and perform his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his/her project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the potation to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other suitable relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him/her by the ‘Principal” and, should the occasion arise, submit proposals for correcting problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to/provided to independent directors/Chairman as prevailing with Principal.
8. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
9. The word ‘Monitor’ would include both singular and plural.

Section 9- Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.
If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairperson of the Principal.

Section 10 – Other provisions
1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Ranchi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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For the Principal                                                  For the Bidder/Contractor
Place                                                                 Witness 1
Date                                                                 Witness 2
2(h) A person is said to be “employed” in a mine who works as the manager or who works under appointment by the owner, agent or manager of the mine or with the knowledge of the manager, whether for wages or not

(i) In any mining operation (including the concomitant operations of handling and transport of minerals up to the point of dispatch and of gathering sand and transport thereof to the mine)

(ii) In operations or services relating to the development of the mine including construction of plant therein but excluding construction of buildings, roads, wells, and any building work not directly connected with any existing or future mining operations.

(iii) In operating, servicing, maintaining or repairing any part of any machinery used in or about the mine.

(iv) In operations within the premises of the mine, of loading for dispatch of minerals.

(v) In any office of the mine:

(vi) in any welfare, health, sanitary or conservancy, services required to be Provided under this Act, or watch and ware, within the premises of the mine excluding residential area or

(vii) In any kind of work whatsoever which is preparatory or incidental to or connected with mining operations.
(i) “Mine” means excavation where any operation for, the purpose of searching for or obtaining minerals has been or is being carried on and includes.

(ii) All borings, bore holes, oil wells and accessory crude conditioning plants, including the pipe conveying minerals oil within the oil fields.

(iii) All shafts, in or adjacent to and belonging to a mine, whether in the course of being sunk or not

(iv) All levels and inclined planes in the course of being driven

(v) All open cast workings

(vi) All conveyors or aerial ropeways provided for the bringing into or removal from a mine of minerals or other articles or for the removal of refuse there from

(vii) All edits, levels, planes, machinery, works, railways, tramways and sidings in or adjacent to and belonging to a mine

(viii) All protective works being carried out in or adjacent to a mine

(ix) All workshops and stores situated within the precincts of a mine and under the same management and used primarily for the purposes connected with that mine or a number of mines under the same management

(x) All power stations, transformer sub-stations, con-vertor stations, rectifier stations and accumulator storage stations for supplying electricity solely or mainly for the purpose of working the mine or a number of mines under the same management.

(xi) Any premises for the time being used for depositing sand or other material for use in a mine or for depositing refuse from a mine or in which any operations in connection with such sand, refuse or other material is being carried on, being premises exclusively occupied by the owner of the mine

(xii) Any premises in or adjacent to and belonging to a mine on which any process ancillary to the getting, dressing or preparation for sale of minerals or of coke is being carried on

Section 2 (k) in The Mines Act, 1952

(k) Office of the mine “means an office at the surface of the mine concerned

(kk) ‘Open cast working” means a quarry, that is to say, an excavation where any operation for the purpose of searching for or obtaining minerals has been or is being carried on, not being a shaft or an excavation which extends below superjacent ground.
The wages of Cat – I workers as per NCWA – IX is as under:-

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<tr>
<td>Basic</td>
<td>Rs. 604.33</td>
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<tr>
<td>*D.A. ( 10.9% of Basic)</td>
<td>Rs. 65.87</td>
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<tr>
<td>S.D.A.( 1.795% of Basic)</td>
<td>Rs. 10.85</td>
</tr>
<tr>
<td>Att.Bonus (10% of Basic)</td>
<td>Rs. 60.43</td>
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<tr>
<td><strong>Total</strong></td>
<td>Rs.741.48</td>
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* D.A. Calculated for the month of November’ 2012

The minimum wages of Central Govt. notified for non-coal mining of unskilled workers is

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<tr>
<td>Basic</td>
<td>Rs. 120.00</td>
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<tr>
<td>*DA</td>
<td>Rs.66.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>Rs.186.00</td>
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The mid-way wages shall be (Rs. 741.48+Rs.186.00)/2 = Rs. 463.74/day

The minimum basic wage shall be round off to next Rupee one i.e. Rs.464.00/day.
Categorization of contractor’s workers

Ministry of Labour and Employment notified on 20th May, 2009 fixing the minimum rate of wages payable to the employees employed in the non-coal mining. On the basis of aforesaid notification, the definition of work is as under:

(a) “Unskilled Work” means work which involves simple operations requiring little or no skill or experience on the job.

(b) “Semi-skilled work” means work which involves some degree of skill or competence acquired through experience on the job which is capable of being performed under the supervision or guidance of a skilled employee and includes supervisory work.

(c) “Skilled work” means work which involves skill or competence acquired through experience on the job or through training as an apprentice in a technical or vocational institute and the performance of which calls for initiative and judgment.

(d) “Highly Skilled work” means work which calls for a high degree of perfection and full competence and full competence in the performance of certain task acquired through intensive technical or professional training of practical work experience for long years and also requires of a worker to assume full responsibility for his judgment or decision involves in the execution of these task.