



CENTRAL COALFIELDS LIMITED
(A Subsidiary of Coal India Limited)
OFFICE OF THE CHIEF GENERAL MANGER
PIPARWAR AREA
P.O-BACHRA, DIST-CHATRA
JHARKHAND, PIN-829201
PHONE: 06531-266611/12
FAX:06531-26660

NOTICE INVITING TENDER
(Inviting through e-tendering process only)

E-Tender No SO(E&M)/PPR/eNIT/15-16/74

Date:26-10-2015

Tenders are invited on-line on the website [https:// coalindiatenders.gov.in](https://coalindiatenders.gov.in) from the eligible bidders having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA, for the following work:

1. DETAIL OF TENDER

Description of work	Estimated Cost (Exclusive of Service Tax)	EMD Money	Work to be completed
Erection of pole and Stringing of Conductor for Street Lighting around the Boundary of Ray colliery under Bachra Project	Rs.3,70,278/- only	Rs.3703/- only	45 days

TIME SCHEDULE

S.No	Particulars	Date	Time
1	Tender e-Publication date	26-10-2015	10:00
2	Document download start date	26-10-2015	10:00
3	Document download end date	16-11-2015	17:00
4	Bid Submission start date	26-10-2015	10:00
5	Bid submission end date	16-11-2015	17:00
6	Start date for seeking Clarification on-line	26-10-2015	10:00
7	Last date for seeking Clarification on-line	02-11-2015	17:00
9	Last date of submission of EMD on	19-11-2015	10:00
10	Technical Bid Opening date	19-11-2015	12:00
11	Financial Bid Opening	Will be communicated to the techno- commercially acceptable bidders separately by CCL	

Staff Officer(E&M),PPR

Distribution to:

1. GM, Piparwar
2. GM(E&M), HOD,CCL, Ranchi
3. GM(Vig), CCL, Ranchi
4. General Manager(System), CCL, Ranchi
5. Manager(PR/MS), CCL Ranchi
6. GM(Opn), Piparwar
7. AFM, Piparwar Area
8. Project Officer, Bachra Project
9. Cashier, GM Unit, to arrange issue CR against DD/BC
10. Notice Board



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NOTE: 1) Rate should be quoted excluding service tax

2) Service Tax will be paid extra, as applicable.

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3. EARNEST MONEY : -

3.1 In case of Offline Submission

Earnest Money can be deposited only offline mode in the form of DD/Bankers Cheque of any Nationalized Bank drawn in favor of **CCL,Piparwar Area, payable at PNB, BACHRA**. The bidder has to furnish the details of DD/Bankers Cheque Number, date of issue, expiry date, amount and name of issuing bank, while submitting the tender online. The Bidder has to deposit the original DD/Bankers Cheque) against EMD to **Cashier, GM office, Piparwar Area** on any working day after e-publication of NIT i. e. on or before **technical bid opening** . In case the EMD is not received within the aforesaid period, the bid will be out rightly rejected

3.2 In case of Direct Remittance:

Bidders shall Deposit EMD through online fund transfer through RTGS / NEFT from any schedule Bank. The bidder will have to furnish online the alpha-numeric Unique Transaction Reference (UTR) Number before submission of bid. The payment made through NEFT/RTGS must be received in CCL designated Account before the last date and time of receipt of EMD.

N.B : “EMD is to be deposited through electronic payment in CCL Piparwar Area PNB

Account No.1090002100012822 maintained at Bachra, Chatra, Jharkand having IFSC Code PUNB0109000.

The bidder must upload scanned copy of RTGS / NEFT UTR receipt along with their offer in the EMD / relevant folder/file of Cover-I..

3.3 Exemption from EMD -- If any State/Central Government organization /PSU or NSIC or with valid DGS&D registration for the tendered job), the firm shall submit the copy attested by Notary Public . This may be considered for exemption from submission of EMD.

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

4. SCOPE OF WORK : Erection of pole and Stringing of Conductor for Street Lighting around the Boundary of Ray colliery under Bachra Project

5. INSTRUCTIONS TO BIDDERS:

The requirements for submission of the Bids On-line are indicated for the information of compliance of the bidders

A. All entries in the quotation should be entered at on-line submission form without any ambiguity. Tender cannot be accessed on-line after the end of submission stipulated above.

B. Any order resulting from this tender shall be governed by the terms and conditions in order & tender.

C. Where counter terms and conditions have been offered by the contractor, the contractual work shall not be governed by them unless specific acceptance has been given in writing in the order by the Contractee. No deviations to the terms & conditions are allowed.

D. The Company has the right to cancel the enquiry or extend the due date of receipt of offer and/or opening of tender without assigning any reason thereof.

E. CCL reserves the right to vary the quantity in tender.

6. ELIGIBLE BIDDERS : -:

6.1 The invitation for bid is open to all bidders including an Individual, Proprietorship firm, Partnership firm, Company having eligibility to participate as per eligibility criteria stipulated in Eligibility Criteria of NIT and having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA.

6.2 Full information should be given by the tenderer in respect of following:

a.) If an individual:

Full name.

Postal Address.

Place of Business.

b.) If proprietary firm:

Name of the Proprietor.

Full postal address of Firm/ Proprietors.

c.) If partnership firm:

Full name of partners.

Full postal addresses of the registered office of firm & the partners.

Registered partnership Deed.

d.) In case of Company:

Date and place of registration.

Memorandum & Articles of Association . Name of all the Directors.

Full postal address of the registered office & all Directors

7. CLARIFICATION OF BID: The bidder may seek clarification online within the specified period. The identity of the Bidder will not be disclosed by the system. The department will clarify as far as possible the relevant queries of bidders. The clarifications given by department will be visible to all the bidders intending to participate in that tender. The clarifications may be asked from the day of e-Publication of NIT. The last date for seeking clarification by bidder will be as per TIME SCHEDULE given at Page 1 of NIT .

8. ELIGIBILITY CRITERIA : -

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

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

Or

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

Or

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

- The tendered must submit the documentary proof in support of above in the form of payment/completion certificate issued by Govt. or Semi Govt. organization for which they have worked.

The work experience of the bidder for those works only shall be considered for evaluation purposes, which are completed on or before the last day of month previous to one in which e-Tender has been invited (e-Publication date of NIT).

SIMILAR WORK MEANS: Work related to Overhead lines

In respect of the above eligibility criteria the bidders are required to furnish the following information on-line :

- i). Agreement Number/Work Order Number of each experience.
- ii). Executed value of work against each experience.
- iii) Confirmation in the form of Yes/No regarding submission of similar work experience as defined in the NIT.

B.) Financial Turnover :

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

(The "Previous Financial Year" shall be computed with respect to the e-Publication date of NIT).

If any bidder does not furnish the turnover value for any financial year out of the last 3 financial years, the turnover for that financial year shall be taken as 'Zero' and the average annual financial turnover shall be calculated accordingly.

In respect of the above eligibility criteria the bidders are required to furnish the following information on-line:

- i). Annual financial turnover of each of the last 3 years ending 31st March of the previous financial year.
- ii.) Confirmation in the form of Yes/No regarding submission of financial Turnover as defined in the NIT

C.) .TIN/Sales Tax Registration

The bidder should possess a TIN/ Sales Tax Registration Number

D.) Service Tax (Not Applicable for Exempted Services)

The bidder should be either a Small Service Provider and exempted for service tax registration and/or exempted from payment of service tax OR A Body Corporate OR Other than above two categories

E.) Letter of Bid: The format of Letter of Bid (as given in the NIT) will be downloaded by the bidder and will be printed on Bidder's letter head and the scanned copy of the same will be uploaded during bid submission in cover-I. This will be the covering letter of the bidder for his submitted bid. The content of the "Letter of Bid" uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information.

The Letter of bid will be digitally signed by DSC holder submitting bid online and it does not require any physical signature.

If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded by the department with NIT document, then the bid will be rejected. Confirmation in the form of Yes/No regarding submission of Letter of Bid.

F.) Contractor must submit Valid Electrical license if applicable

9. SUBMISSION OF BID :-

i.) In order to submit the Bid, the bidders have to get themselves registered online on the e-tender portal (<https://coalindiatenders.gov.in>) with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India, and which can be traced up to the chain of trust to the root certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one time activity only. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person.

ii.) It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-tender website. Under any circumstances, CCL shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.

iii.) The bidders have to accept unconditionally the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including Commercial & General Terms & Conditions and other terms, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid shall be allowed / accepted.

iv.) The bidder will have to give an undertaking (will be printed on Bidder's letter head and the scanned copy of the same will be uploaded during bid submission in Cover-I) that if the information/declaration/ scanned documents furnished in support of the same in respect of eligibility criteria is found to be wrong or misleading at any stage, they will be liable to punitive action.

v.) The bidders are not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.

vii.) All bids are to be submitted on-line on the website <https://coalindiatenders.gov.in>. No bid shall be accepted off-line.

viii.) It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-tender website. Under any circumstances, the Company (CCL) shall

not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.

ix.) Cost of Bidding: The bidder shall bear all costs associated with the preparation and submission of his bid and CCL will in no case be responsible and liable for those costs.

x.) One Bid per Bidder: 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 will cause all the proposals with the Bidder's participation to be disqualified.

xi.) The bidder will have to upload scanned copies of various documents required for eligibility and all other documents as specified in NIT, in 'Techno-commercial Bid' in Cover I and 'Price Bid' in Cover II.

(I) COVER-I

In this Link the scanned copy (self certified and attested by Notary Public) of the following documents shall be uploaded by bidder in support of his eligibility in the tender :

Sl No.	Eligibility Criteria	Scanned copy of documents (self certified and attested by Notary Public) to be uploaded by bidder in support of information/declaration furnished online by the bidder against Eligibility Criteria (SUPPORTING DOCUMENT)	Upload Section
1	Letter of Bid (Ref Clause No.8(E.) of NIT)	Letter of Bid as per format given in the NIT (Annexure – B)	Letter of Bid packet in Cover-1
2	EMD/Exemption from EMD (Ref. Clause No.3 of NIT)	EMD instrument i. e. DD/Bankers Cheque or through NEFT/RTGS to be submitted. Documents required for exemption of EMD etc.	EMD packet in Cover-1
3	Work Experience (Ref. Clause No.8(A) of NIT)	Satisfactory Work Completion Certificate issued by the employer against the experience of similar work containing all the information furnished by bidder on-line. Any other document to substantiate similar nature of work, if the similar nature of work is not mentioned in the work completion certificate.	Work experience packet in cover – I
4	Financial Turnover (Ref. Clause No.8(B) of NIT.)	Financial Turnover certificate for last 3 (three) financial years	Financial Turnover packet in cover – I
5	Contractor must submit Valid Electrical License. If applicable (Ref. Clause No.8(F) of NIT)	Valid Electrical license	Electrical license packet in cover – I
6	Authorisation for Digital Signature Certificate(DSC)	a). If the bidder himself is the DSC holder bidding on-line then self declaration of the bidder to this effect. OR b). If the DSC holder is bidding online on behalf of the bidder then authorization to submit bid on behalf of the bidder.	Authorisation for Digital Signature Certificate packet in cover-I

7	Affidavit	An Affidavit on a non-judicial stamp paper of minimum value of Rs.10 regarding genuineness of the information furnished by him on-line and authenticity of the scanned copy of documents uploaded by him on-line in support of his eligibility, as per the format given in the bid document (as per Annexure – C).	Affidavit packet in cover-I
8	Permanent Account Number	PAN card issued by Income Tax department, Govt. of India	Permanent Account Number and TIN/ Sales Tax Registration on Works Contract in cover-I
9	TIN/ Sales Tax Registration	TIN/Sales Tax Registration Certificate from any Indian State	
10	Service Tax status (Ref Clause No. 8(D) of NIT	Any one of the following documents depending upon the status w.r.to Service Tax as declared by Bidder a). Status : Small Service Provider and exempted for Service Tax Registration and/or exempted from payment of Service Tax : Document : A declaration that their turnover is less than Rs10 lakh b). Status : A Body Corporate: Document : PAN based Service Tax Registration Certificate issued by Central Excise and Custom Department, Govt. of India. c). Status : Other than above two categories: Document : PAN based Service Tax Registration Certificate issued by Central Excise and Custom Department, Govt. of India	Service Tax status document in cover-I
11	Performa for Payment to Contractor	Performa for Payment to Contractor duly signed as in Annexure- D	Performa for Payment to Contractor in cover-I
Note: Only one file in .pdf format can be uploaded against each eligibility criteria. Any additional/ other relevant documents to support the information/declaration furnished by bidder online against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria.			

II.) COVER-II (Price-Bid):

In this Link the Price-bid shall be uploaded by bidder :

Price bid : The Price bid containing the Bill of Quantity will be in Excel format and will be downloaded by the bidder and he will quote the rates for all items on this Excel file. Prior to quoting the rates in the BOQ file, the bidder will select the appropriate status w.r.to Service Tax from the following list given in the BOQ sheet :

- Small Service Provider and exempted for Service Tax Registration and/or exempted from payment of Service Tax.
- A Body Corporate
- Other than the above two categories

The rate quoted by the bidder shall be inclusive of all applicable taxes and duties excluding service tax.

Service Tax will be paid extra including in the cases of Reverse Charge Mechanism in which it has to be deposited directly to the Service Tax Department. CENVAT Credit is to be availed by the paying authority as per rule on the basis of Cenvatable invoice disclosing the Service Tax component separately. It is based on the applicability of CENVAT Credit

The invoice / bill shall be preferred by the contractor as per work order.

The L-1 will be decided based on the Cost to the Company.

This BOQ file will be digitally signed and uploaded by the bidder in Cover-II (Price-Bid).

System for decision of L-1 :

L-1 will be decided based on the Cost to the Company. The system for decision of L-1 will be as under (Note : Case-I or Case-II as per applicability):

Case-I : Services for which CENVAT Credit is not available to the Company:

For calculation of Total Bid Value, components of Service Tax required to be paid by the Bidder and to be paid by the Company (as per Reverse Charge Mechanism & status of the Bidder), as per work order.

The share of Service Tax to be deposited by the Company (CCL) will be deducted from the Total Bid Value to arrive at the Contract/Award Value.

Case-II : Services for which CENVAT Credit is available to the Company

For calculation of Total Bid Value, component of Service Tax required to be paid by the

Bidder and to be paid by the Company (as per Reverse Charge Mechanism & status of the Bidder), as computed by the system will be ignored to decide the L-1 i.e. the ranking of the Bidders will be decided based on rates quoted by the bidders (excluding Service Tax) only, i.e. Cost to the Company.

The applicable share of Service Tax (under Reverse Charge Mechanism w.e.f. 01.10.2014) (the rate of applicable Service Tax will be subject to change as amended by Govt. of India from time to time) is as given below

Type of Work Contracts	% value of work on which Service Tax is payable by the bidder & by the Company	STATUS OF THE BIDDER					
		Small Service Provider availing exemption from paying Service Tax.		Body Contract		Other Than Body Corporate including A small service provider not availing exemption from paying Service Tax.	
		Share of Service Tax (%) of "X"				Share of Service Tax (%)of "X"	
	(CCL) (X)	Bidder (Agency)	Company (CCL)	Bidder (Agency)	Company (CCL)	Bidder (Agency)	Company (CCL)
		As applicable					
Works Contract Services covered under Reverse Charge Mechanism							
a) For new construction, addition/alteration of existing structures and erection/commissioning/ins tallation of new P&M etc.	40%						
b) Works contract other than above (a)	70%						
Services Not covered under Reverse Charge Mechanism :							
Other Services not covered under Reverse Charge Mechanism	100%						
Services exempted from Service Tax	Nil						

The Price-bids of the tenderers will have no condition. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected.

NOTE :

- A Small Service Provider is one whose aggregate value of taxable service rendered by a provider of taxable service from one or more premises, does not exceed Ten Lakhs Rupees in the preceding financial year.
- Body Corporate i.e. a Company registered under Companies Act, 1956.
- Other than Body Corporate and Small Service Provider not availing exemption of Service Tax i.e. Individual, Proprietorship, Partnership
- When L-1 bidder has been awarded the work on the basis of being a Small Service Provider getting exemption from payment of Service Tax (as per status chosen by the bidder), no Service Tax will be paid to them in the event of bidders total turnover of taxable services from all sources exceeding the threshold limit of exemption during the tenure of this contract.

10. MODIFICATION / WITHDRAWAL OF BID:

Modification of the submitted bid shall be allowed on-line only before the deadline of submission of tender and the bidder may modify and resubmit the bid on-line as many times as he may wish. Bidders may withdraw their bids online within the end date of bid submission and their EMD will be refunded. However, if the bidder once withdraws his bid, he will not be able to resubmit the bid in this tender. For withdrawal of bid after the end date of bid submission, the bidder will have to make a request in writing to the Tender Inviting Authority. Withdrawal of bid may be allowed till issue of work order/LOA with the following provision of penal action:

- a. If the request of withdrawal is received before online notification for opening of price bid, the EMD will be forfeited and bidder will be debarred for 6 months from participating in tenders in CCL. The Price-bid of remaining bidders will be opened and the tender process shall go on.
- b. If the request of withdrawal is received after online notification for opening of price bid, the EMD will be forfeited and the bidder will be debarred for 1 year from participating in tenders in CCL. The Price-bid of all eligible bidders including this bidder will be opened and will follow as under
 - i). If the bidder withdrawing his bid is other than L 1, the tender process shall go on.
 - ii). If the bidder withdrawing his bid is L-1, then re-tender will be done.(The penal action against clause (a) & (b) above will be enforced from the date of issue of such order.)

11. OPENING OF TECHNICAL BID :-

11.1 The Techno-Commercial bid will be opened on the pre-scheduled date and time of tender opening.

11.2 Also in cases of extreme urgency of exceptional nature expressed by user department, tenders may be considered for opening without granting any extension by recording reason & with the approval of authority competent to approve finalization of tender.

In case no offers are received, tender will automatically be cancelled with competent approval.

11.3 After receipt of EMD as stated in clause No.3, the Technical-bid will be decrypted and opened on-line, on the scheduled date and after the pre-scheduled time by the Bid Openers with their Digital Signature Certificate (DSC). The bidders can view bid opening remotely on their personalized dash board under "Bid Opening (Live)" link.

12. EVALUATION OF TECHNICAL BID :-

12.1 The Technical-bid shall be evaluated by the system on-line based on the information furnished by bidders on-line in accordance with clause No.8 (Eligibility Criteria). This on-line evaluation will be validated by Tender Committee on the basis of documents uploaded by bidders online. The Tender Committee will examine the uploaded documents against information/declarations furnished by the bidder online and if it confirms to all the information/declarations furnished by the bidder online and does not change the eligibility status of the bidder then the bidder will be considered eligible for opening of Price-bid.

If the information furnished by the bidder online in support of eligibility is not confirmed by the supporting documents uploaded by bidder, then the bidder will be out-rightly rejected for Price-bid opening.

12.2 The documents related to the online information furnished by bidder, based on which the auto evaluation takes place, will only be considered for eligibility of the bidder. If the bidder uploads any other document which is not relevant to the online information furnished by bidder, it will not be given cognizance to decide eligibility of the bidder. Any document other than those uploaded online by the bidder, will not be given any cognizance in the evaluation of tender. No additional time will be allowed to the bidder for on-line submission of documents. CCL reserves the right to verify any of the documents uploaded by the bidder at any stage. All communication will be on

e-mail and SMS basis. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time

12.3 Shortfall Document: The Tender inviting authority may ask for shortfall documents during the evaluation of the bids (Part I & Part II). These documents shall not be relating to submission of EMD. These documents may be allowed to be uploaded within the specified time period. The above documents will be specified on-line under the link "Upload shortfall documents"/e-mail inbox by evaluator indicating start date and end date time for online submission by bidder. The bidder will get this information on their personalized dashboard under "Upload shortfall document" link / e-mail inbox. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder's responsibility to check the updated status/information on their personalized dash board at least once daily after opening of bid. No separate communication will be required in this regard. Non-receipt of email and SMS will not be accepted as a reason of non-submission of documents within prescribed time

12.4 The final technical and commercial evaluation of the bids shall be done by the concerned Technical & commercial departments, which shall require approval of concerned HOD.

12.5 After the techno-commercial evaluation, as above, case may be put up to the appropriate level of tender committee for deliberations and recommendations in respect of listing of techno-commercially acceptable bidders.

12.6 After the shortlisting of techno-commercially acceptable bidders as above, the date and time of opening of Price bid shall be uploaded in the Portal and shortlisted firm shall also be informed through system generated email and SMS alert. . It will be the bidder's responsibility to check the status of their Bid online at least once daily, after the opening of Techno-commercial bid till opening of the Price-bid. No separate communication will be made to the bidder in this regard.

12.7 The Price bid of shortlisted /successful bidders (qualified in techno-commercial bid) will be decrypted and opened on the scheduled date and after the pre-scheduled time by the Bid Openers with their Digital Signature Certificate (DSC). The bidder may view the Price Bid opening on-line remotely on their personalized dashboard under the link "Bid Opening (Live)" and can see the Price Bid/BOQ submitted by all shortlisted bidders/successful bidders. After opening of Price bid, the Comparative Statement of Prices indicating the rates quoted by all the shortlisted bidders/successful bidders and item wise L-1 rank will be generated by the system which will be visible to all the participating bidders on-line. The Price Bids and system generated comparative statement will be downloaded and will be signed by the officers opening the Price Bids. The bidders will get the information regarding the status of their financial bid and ranking of bidders on website.

12.8 A system generated comparative statement of landed cost, will be duly checked and vetted by the associate finance, before the case is put up for further deliberation by the appropriate level of tender Committee.

12.9 All the details of Techno Commercial bid and Price bid will be kept preserved in the archives for auditing purposes and the same can be accessed with special authorization. The IP address of all the bidders who has participated in the bid along with timing and date will also be kept preserved in the system.

13. OPENING OF PRICE BID :

The Price-bid of the successful bidders (qualified in Technical-bid) will be decrypted and opened on-line, on the scheduled date and after the pre-scheduled time by the Bid Openers with their Digital Signature Certificate (DSC). The bidders can view bid opening remotely on their personalized dash board under "Bid Opening (Live)" link. The

bidders will get the information regarding the status of their financial bid and ranking of bidders on the e-Procurement portal

14. BID VALIDITY

The validity period of the tenders shall be 120 (One hundred twenty) days from the end date of bid submission.

In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the bidders to extend the period of validity for a specified additional period. The employer's 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/EMD for a period of 28 days beyond the extended validity of the bid.

The tenderer shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender or any terms/conditions thereof without consent in writing of the company.

15. RECOMMENDATIONS AND APPROVAL:

The Tender Committee will recommend for issue of Work order to the successful bidder/s after evaluating their technical eligibility based on the computer generated evaluation sheets and after evaluation of the reasonableness of L-1 rates. The reasonableness of rates will be evaluated as per the provisions of Contractual work Manual of CIL and other guidelines issued from time to time. The approval for issue of Work order to L-1 bidder/s will be accorded by the competent authority as per the Delegation of Power based on the TC recommendation.

16. PLACEMENT OF ORDER:

After competent approval and financial concurrence of TCR, the Work order to the successful bidder/s will be issued and the scanned copy of the Work order will be uploaded on the e-tender portal and the original copy will be sent to the bidder/s through registered/speed post. Any amendments to the Work order shall also be uploaded in the Portal.

On receipt of Work order, the successful tenderer shall submit his acceptance of Work order within 15 days from the date of order.

17. GUARANTEE/WARRANTY-

06 months from the date of completion & handing over of the work.

If any item repaired against the work order fails because of poor workmanship or quality, the same shall be replaced /repaired free of cost within 15 days failing which the LD clause as in SI no.19 will be applicable and the company shall have the power to recover the total repairing cost of the failed items from any of the pending bills of the repairer. If any assembly is repaired departmentally during the warranty period the total cost of repair including spares, manpower and other overhead cost will be recovered from the contractor.

18. WORK COMPLETION PERIOD : - 45 days

19.L.D. CLAUSE –

Liquidity Damages will be charged @ ½% per week or part thereof subject to maximum of 10% of the total awarded value for delay in completion of work. The same LD clause will apply to the delay in repair / replacement in case of failure under warranty / guarantee.

20. SECURITY DEPOSIT

20.1 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/ final bills. The security deposit shall bear no interest

20.2 Performance Bank Guarantee should be 5% of contract amount and should be submitted before execution of agreement / or within 28 days (whichever is earlier) of receipt of Award of Work /Work-Order by the successful bidders in any of the form given below: -

Demand Draft drawn in favour of Central Coalfields Limited, Piparwar Area and payable at PNB, Bachra

However, State/Central Govt. Organization /PSU or NSIC or Valid DGS&D registered (for tendered job), firm may be considered for exemption from submission of Security money, if they submit these documents duly signed by Notary Public and self-attested with seal of the Company / Firm.

The bid security deposited in the form of Demand Draft/cash shall be adjusted against the security deposit

20.3 Five percent (5%) Performance Security should be refunded after completion of the guarantee period.

20.4 The Company shall be at liberty to deduct/appropriate from the security deposit such sums as are due and payable by the contractor to the company as may be determined in terms of the contract, and the amount appropriated from the security deposit shall have to be restored by further deduction from the contractors subsequent on account running bills, if any. The refund of security deposit shall be subject to company's right to deduct/ appropriate its due against the contractor under this contract or under any other contract.

20.5 On completion of the entire work, one half of the security deposit remaining with the company shall be refunded. The other half shall be refunded to the contractor after completion of the Guarantee period.

21. PAYMENT –

(a.) 90% payment will be made within 30 days of submission of bill after successful completion and acceptance of job. The firms will be required to submit the bank details in the prescribed format along with tender document (See ANNEXURE - D) The balance retained 10% payment will be made after completion of warranty period.

b) Paying Authority: AFM, Piparwar Area

22. Refund of EMD :

The EMD of unsuccessful bidders, once the bidder becomes unsuccessful at any stage (except the bidders whose EMD is to be forfeited), will be refunded directly to the Bank Account through RTGS mode (to be provided by the bidder) or through any other mode suitable to the Company

a. In case the tender is cancelled then EMD of all the participating bidders will be refunded unless it is forfeited by the department.

b. If the bidder withdraws his/her bid online (i.e. before the end date of submission of tender), then the EMD will be refunded after the opening of Part I tender.

c. EMD of successful bidder/s (on Award of Contract) will be retained by the Company and will be adjusted to Performance Security Deposit.

d. EMD of bidder will not carry any interest during the period of retention.

23. Tenderer has to abide by the Contract Labour (Regulation and Abolition) Act 1970 and allied Labor laws amended upto date.

24. Every tenderer is expected, before quoting his rates, to go through the requirements of materials/workmanship under specification/requirements and conditions of contract and to inspect the site/area of the proposed work at his own cost.

It shall be deemed that the tenderer has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations there to whether they actually visited the site/area or not and have taken all the above factors into account while quoting his rates.

25. The rate quoted by the bidder payable under the contract shall be inclusive of all taxes as applicable on the last date of submission of tender. 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. Component of Service Tax payable by the bidder and the Company will be computed automatically in the BOQ sheet based on prefix business logic and the option selected by the bidder with regard to his Service Tax status.

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.

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.

26. COST OF BIDDING :

The bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible and liable for those costs.

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

28. Currencies of Bid and Payment : The unit rates and prices shall be quoted by the Bidder entirely in Indian Rupees only.

29. All materials, equipments, tools and tackles along with the manpower required for the work will be required to be arranged by the tenderer at his own cost. The Brand / Make of the electrodes used, if any, along with their product name and quantity will have to be mentioned in the techno-commercial bid. Only crane and electricity will be provided whenever needed for the work at site, free of cost. The requirement must be for a specific period and in advance by 1 day in case of crane

30. The work should be started within the stipulated period which shall be reckoned from the expiry of 20 (Twenty) days from the issue of letter of acceptance of tender/work order or handing over the site or handing over reasonable number of working drawings to the contractor or the period of mobilization allowed in the work order for starting the work in special circumstances, whichever is latest.

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

32. This Tender Notice shall be deemed to be part of the Contract Agreement. The “General Terms & Conditions”, Additional Terms & Conditions, Special Terms & Conditions(if any), Technical Specifications, drawings(if any) and any other document uploaded on portal as NIT document forms an integral part of this NIT and shall also form a part of the contract agreement.

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

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

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

35. Matters relating to any dispute or difference arising out of this tender and subsequent contract awarded based on this tender shall be subject to the jurisdiction of Ranchi Court, where the subject work is to be executed.

Sd/-

S O (E&M)

PIPARWAR AREA

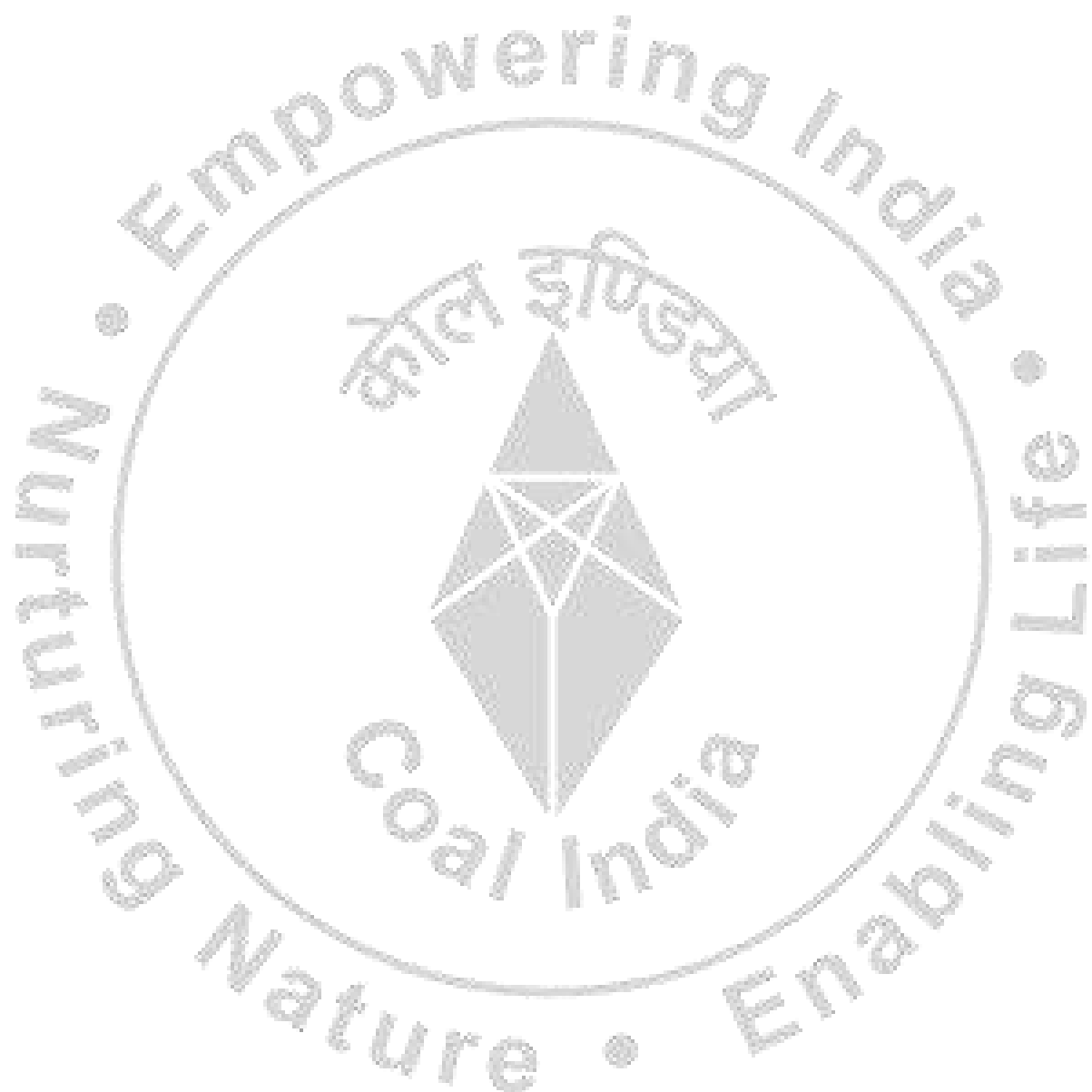
ANNEXURES

Annexure-A: Instructions to Bidder

Annexure-B: Letter of Bid

Annexure C: Affidavit

Annexure D: For Payment To Contractors



Annexure-“A”

The requirements for submission of the Bids On-line

INSTRUCTIONS TO BIDDERS

a. In order to submit the Bid, the bidders have to get themselves registered online on the e-tender portal (<https://coalindiatenders.gov.in>) with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India, and which can be traced upto the chain of trust to the root certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one time activity only. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person.

b. It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-tender website. Under any circumstances, CCL shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.

c. The bidders have to accept unconditionally the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including Commercial & General Terms & Conditions and other terms, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid shall be allowed / accepted.

Registration / Enrollment of Bidder on above e-tender Portal only.

Requirements for Vendors

Basic Requirements

- P.C. connected with internet.
- Registration with Service provider portal <https://coalindiatenders.gov.in>
- The vendor should possess a Class II Digital Signature certificate (Mandatory). (Bids will not be recorded without Digital Signature Certificate.)
- In case of any clarification please contact M/s. NIC, before the schedule time for submission of the bid.

GENERAL TERMS AND CONDITIONS

1. Definitions

i) "Employer" or "Company" means the Coal India Limited or any of its subsidiaries who will employ the contractor represented by the appropriate authority.

ii) "Principal Employer" means the Coal India Limited or any of its subsidiaries or the officer nominated by the Company to function on its behalf.

iii) The word "Contractor/ Contractors" wherever occurs means the successful tenderer/ tenderers who has/have deposited the necessary Earnest money and has/have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or Company, as the case may be.

iv) "Site" means the land and places including any building and erection thereon, over, under, in or through which the Permanent works or Temporary works designed by the Engineer in Charge are to be executed and any other lands and places provided by the Employer for working space or any other purpose as may be specifically designated in the Contract as forming part of the site.

v) The term "Sub-Contractor" as employed herein, includes those having a direct contract with Contractor either on piece rate, item rate, time rate or any other basis and it includes one who furnishes work to a special design according to the plans or specifications of this work but does not include one who merely supplies materials.

vi) "Accepting Authority" shall mean the management of the company and includes an authorized representative of the company or any other person or body of persons empowered in this behalf by the company.

vii) "Engineer-in-charge" shall mean the officer nominated by the company in the E & M Engineering cadre/ discipline who is competent to direct supervisors and authorized to be in charge of the works for the purpose of this contract. The Engineer in Charge /Designated Officer in Charge, who is of an appropriate seniority, will be responsible for supervising and administering the contract, certifying payments due to the contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. The Engineer in Charge /Designated Officer in Charge may further appoint his representatives i.e. another person/Project Manager or any other competent person and notify to the contractor who is directly responsible for supervising the work being executed at the site, on his behalf under their Delegation of Powers of the company. However, overall responsibility, as far as the contract is concerned, will be that of the Engineer in Charge/Designated Officer in Charge.

viii) The "Contract" shall mean the notice inviting tender, the tender as accepted by the Company, the work order issued to the contractor, and the formal contract agreement executed between the company and the contractor together with the documents referred to therein including general terms and conditions, special conditions if any, scope of work, frozen terms & conditions/technical parameters/scope of work and revised offer .if any specifications drawings, including those to be submitted during progress of work, schedule of quantities with rates and amounts.

ix) A "Day" shall mean a day of 24 hours from midnight to midnight.

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

xi) "Schedule of Rates" referred to in this conditions shall mean the standard schedule of rates prescribed by the company and the amendments issued from time to time.

xii) "Contract amount" shall mean:

a) in the case of turnkey contracts the total sum for which tender is accepted by the company.

b) in the case of other types of contracts the total sum arrived at based on the individual rates quoted by the tenderer for the various items shown in the "Schedule of Quantities" of the tender document as accepted by the Company with or without any alteration as the case may be.

xiii) "Written notice" shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in persons to the individual or to a member of the contractors firm or to an office of the company for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

xiv) "The constructional plant" means all appliances, tools, plants or machinery or whatsoever nature required in or about the execution, completion or maintenance of the works but does not include materials or other things intended to form part of the permanent work.

xv) "Letter of Acceptance of Tender" means letter giving intimation to the tenderer that his tender has been accepted in accordance with the provisions contained in that letter.

xvi) "Department" means the E & M Engineering Department of Coal India Limited or any of its subsidiary companies/units represented by the appropriate authority.

xvii) "Act of insolvency" means as it is designed by Presidency Town Insolvency Act or Provincial Insolvency Act or any act amending such originals.

xviii) The words indicating the singular only also include the plural and vice-versa where the context so requires.

2. Contract Documents:

The following documents shall constitute the contract documents:

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

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

3. Discrepancies in contract documents & Adjustments thereof

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

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

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

3.2 Any error in description, quantity or rate in Bill of Quantities or any omission there from, shall not vitiate the contract or release the contractor from discharging his obligations under the contract including execution of work according to the Drawings and Specifications forming part of the particular contract document.

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

- a) Discrepancy between description in words and figures, the rate which corresponds to the amount worked out by the contractor shall be taken as correct.
- b) Discrepancy in the amount quoted by the contractor due to calculation mistake of the unit rate and quantity, the unit rate shall be regarded as firm and amount corrected.
- c) When the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or words, then the rates quoted by the Contractor in words shall be taken as correct.
- d) in the case of percentage rate tender, the Contractors are required to quote their rates both in amount as well as in the percentage below/above the rates entered in the Schedule. In such cases in the event of Arithmetical error committed in amount by the contractor, the tender percentage and not the amount should be taken into account.
- e) discrepancy in totalling or carry forward in the amount quoted by the contractor shall be corrected.

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

4. Security Deposit:

4.1.1 Security Deposit shall consist of two parts;

- a) Performance Security to be submitted at award of work and
- b) Retention Money to be recovered from running bills. The security deposit shall bear no interest.

4.1.2 Performance Bank Guarantee should be 10% of contract amount and should be submitted before execution of agreement / or within 28 days of receipt of Award of Work by the successful bidders in any of the form given below

- a) Govt. Securities, FDR or any other form of deposit stipulated by the owner
- b) Demand Draft drawn in favour of Central Coalfields Limited, Piparwar Area payable at PNB, Bachra.

4.2.1 All running on account bills shall be paid at 90% (ninety five percent) of work value. This 10% (five percent) deduction towards Retention Money will be the second part of security deposit.

4.2.2 .10% Performance Security should be refunded within 14 days of the issue of defect liability certificate (taking over certificate with a list of defects).

4.3 The Company shall be at liberty to deduct/appropriate from the security deposit such sums as are due and payable by the contractor to the company as may be determined in terms of the contract, and the amount appropriated from the security deposit shall have to be restored by further deduction from the contractors subsequent on account running bills, if any. The refund of security deposit shall be subject to company's right to deduct/ appropriate its due against the contractor under this contract or under any other contract.

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

- a) Any defect/defects in the work, if detected after issue of defect liability certificate is/are rectified to the satisfaction of the Engineer-in-Charge within the said period.
- b) In the case of building work or other work of similar nature, the refund shall be made on the expiry of the said six months period or at the end of one full monsoon period i.e. June to September, whichever is later in point of time and any defects such as leakages in roof, effloresces in walls, dampness, defects in drainage etc. should be rectified to the satisfaction of Engineer-in-Charge.

5. Deviations/Variations in Quantities and Pricing

The quantities given in the "Schedule of Quantities" are based on estimates and are meant to indicate the extent of the work and to provide a uniform basis for tendering and any variation either by addition or omission shall not vitiate the contract. 5.1 The company through its Engineer In Charge or his representative shall, without radically changing the original scope and nature of the work, under contract, have power to make any alterations in or additions to or substitution of the original specifications, drawings, designs and instructions that may appear to be necessary or advisable during the progress of the work.

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

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

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

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

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

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

- a) 75% of the rate recommended by the Engineer In Charge to the accepting authority of the company i.e. GM(E&M) of the company or SO(E&M) of the Area , if the rate is directly available in the SOR of the company.

b) 50% of the rate recommended by the Engineer In Charge to the accepting authority of the company, i.e. GM(E&M) of the company or SO(E&M) of the Area , if it is analyzed item rates based on prevalent market rates of materials and labour following NBO/CPWD norms.

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

5.6 The company through its Engineer In Charge or his representative, on behalf of the company, shall have power to omit any part of the work in case of non-availability of a portion of the site or for any other reason and the contractor shall be bound to carry out the rest of the work in accordance with the instructions given by the Engineer In Charge. No claim from the Contractor shall be entertained/ accepted on these grounds.

5.7 In the event of any deviation being ordered which in the opinion of the contractor changes radically the original scope/nature of the contract, the contractor shall under no circumstances suspend the work, either original or altered or substituted, and the dispute/disagreement as to the nature of deviation and the rate/ rates to be paid for such deviations shall be resolved separately with the company as per the procedures/ norms laid down hereafter.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a) Force Majeure:

i) Natural phenomena, including but not limited to abnormally bad weather, unprecedented flood and draught, earthquakes & epidemics.

ii) Political upheaval, E & M commotion, strikes, lockouts, acts of any Govt. (domestic/foreign) including but not limited to war, proprieties, quarantine embargoes

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

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

b) Serious loss or damage by fire

- c) Non-availability of stores which are the responsibility of the company to supply as per contract
- d) Non-availability of working drawings in time, which are to be made available by the company as per contract during progress of the work
- e) Delay on the part of the contractors or tradesmen engaged by the company not forming part of the contract, holding up further progress of the work
- f) Non-availability or breakdown of tools and plant to be made available or made available by the company
- g) The execution of any modified or additional items of work or excess quantity of work.
- h) Any other causes which, at the sole discretion of the company, is beyond the control of the contractor.

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

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

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

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

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

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

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

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

Such extension of time granted by the Engineer In Charge is valid provided the contractor accepts the same either expressly or implied by his actions before and subsequent to the date of completion. Such extension of time shall be without prejudice to Company's right to levy compensation under the relevant clause of the contract. The contractor shall however use his best efforts to prevent or make good the delay by putting his endeavours constantly as may be reasonably required of him to the satisfaction of the Engineer In Charge.

7. Material Supply & other facilities

1) Materials will be supplied by the company to the contractor as per the scope of work.

2) In case the material is not supplied to the contractor by the CCL on the said schedule the period of completion may be extended and also some part of the work may be deleted with the approval of competent authority

8. Quality Assurance - Materials and Workmanship

The contractor shall carry out and complete the work in every respect in accordance with the contract and shall ensure that the work conforms strictly to the drawings, specifications, instructions of the Engineer In Charge. The Engineer In Charge may issue, from time to time, further drawings, detailed instructions/ directions in writing to the contractor. All such drawings, instructions/directions shall be consistent with the contract documents and should be reasonably inferable there from, along with clarifications/ explanations thereof, if necessary.

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

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

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

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

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

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

not be used in the work and removed from the site at contractors cost.

8.5 The company, through the Engineer In Charge, shall have full powers to reject any materials or work due to a defect therein for not conforming to the required specification, or for materials not being of the required quality and standard or for reasons of poor workmanship or for not being in accordance with the sample approved by him. The contractor shall forthwith remedy the defect/replace the materials at his expense and no further work shall be done pending such rectification/replacement of materials, if so instructed by the Engineer In Charge.

In case of default on the part of the contractor, the Engineer In Charge shall be at liberty to procure the proper materials for replacement and/or to carry out the rectifications in any manner considered advisable under the circumstances and the entire cost & delay for such procurement/rectification shall be borne by the contractor.

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

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

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

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

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

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

8.9 Removal of Improper Work and Materials:

i) The Engineer-in-charge shall during the progress of the works have power to order in writing from time to time :

a) The removal from the site, of any materials which in the opinion of Engineer-in-charge, are not in accordance with the contract/ work order/ approved sample.

b) The substitution with proper and suitable materials.

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

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

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

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

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

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

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

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

8.14 Samples and Testing of Materials: All the materials to be procured by the CCL and under the scope of supply of contractor to be used in work shall be approved by the Engineer In Charge in advance, and shall pass the tests and analysis required by him, which will be as specified in the specifications of the items concerned and or as specified by BIS or the IRC standard specifications acceptable to the Engineer In Charge. The method of sampling and testing shall be as per the relevant BIS, IRC and other relevant standards and practices. Minor minerals like sand, stone chips etc. shall be conforming to relevant BIS

standards. All bought out items including Cement and Steel shall be procured from such manufacturers who hold valid license conforming to relevant BIS standards for manufacturing of such items.

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

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

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

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

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

9. Measurement and Payments

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

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

9.2 Measurement shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the contractor or his authorized representative.

9.3 Before taking measurements of any work, the Engineer In Charge or the person deputed by him for the purpose shall intimate the contractor to attend or to send his representative to attend the measurement.

Every measurement thus taken shall be signed and dated by both the parties on the site on completion of the measurement. If the contractor objects to any measurements, a note to that effect shall be made in the Measurement Book / Log Book and signed and dated by both the parties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.7.05 The company reserve the right to recover/enforce recovery of any over payments detected after the payment as a result of post payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed claims, if any, of the contractor exceeds the amount of such overpayment and irrespective of the facts whether such disputed claims of the contractor are the subject matter of arbitration or not.

The amount of such over payments shall be recovered from subsequent bills under the contract, failing that from contractor's claim under any other contract with the company or from the contractor's security deposit or the contractor shall pay the amount of over payment on demand. In case of contractor's non-payment on such demand, the same should be realized from the contractor's dues, if any, with Coal India Limited or any of its subsidiaries.

9.7.06 The contractors are required to execute all works satisfactorily and according to the specifications laid down in the contract/ work order. If certain items of work, executed by the contractor, are below specifications, the contractor should re-do them according to the specifications and instructions of EIC and if the contractor fails to rectify the defect within the time and in the manner specified by the EIC, the work shall be got re-done or rectified by the department at the risk and cost of the contractor. Engineer In Charge may accept such work of below specifications provided the department is satisfied with the quality of such works and the strength/ structural safety of such works. In that case Engineer In Charge shall make such deductions for the difference in value, as in his opinion is reasonable and is approved by the accepting authority of the company i.e. GM(E&M) of the company in this case or any other officer nominated by GM(E&M) for the purpose.

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

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

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

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

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

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

At any point of time the outstanding recoverable secured advance shall not be more than 10% of the contract value. Items against which secured advance can be granted:

Category-A

Electrical :

1. Steel conduits
2. G.I. Pipes
3. I.C. Boards
4. Switchgears (Air circuit breakers and Air break switches)
5. C.I. Boxes.
6. A.C.S.R. Conductors
7. A.C. Plant & Machinery
8. Pumps
9. Generating sets (without oil)

Items against which secured advance can be granted:

Category- B

Electrical:

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

15. Porcelain H.T. and L.T. insulators.

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

Items against which no secured advance shall be granted:

Electrical:

1. Glass gloves and shades

2. Bulbs and tubes

3. Petrol and diesel

4. Freon and other refrigeration gases.

9.8 Income tax deduction @ 2% (Two percent) of the gross value of each bill or at the rate as amended from time to time, shall be made unless exempted by the competent authority of the Income Tax Department. Sales tax on works contract shall be payable by the contractor. If, however, the company is asked to make deduction from the contractor's bills, the same shall be done and a certificate to this effect shall be issued to the contractor for dealing with the State Govt. and the company does not take any responsibility to do anything further in this regard.

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

10. Termination, Cancellation, Suspension and Foreclosure of Contract

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

a) makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the Engineer In Charge, then on the expiry of the period as specified in the no

Or.

b) commits default/breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the Engineer In Charge, then on the expiry of the period as may be specified by the Engineer In Charge in a notice in writing.

Or

c) obtains a contract with the company as a result of ring tendering or other non-bonafide methods of competitive tendering

Or

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

Or

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

Or

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

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

- a) If the contractor being an individual in the case of proprietary concern or in the case of a partnership firm any of its partners is declared insolvent under the provisions of Insolvency Act for the time being in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any Insolvency Act.
- b) In the case of the contractor being a company, its affairs are under liquidation either by a resolution passed by the contractors company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or reorganization, or a receiver or manager is appointed by the court on the application by the debenture holders of the contractor's company, if any.
- c) If the contractor shall suffer an execution being levied on his/their goods, estates and allow it to be continued for a period of 21 (twenty-one) days.
- d) On the death of the contractor being a proprietary concern or of any of the partners in the case of a partnership concern and the company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the company in this respect shall be final and binding which is to be intimated in writing to the legal representative or to the partnership concern.

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

- a) to take possession of the site and any materials, constructional plant, equipments, stores etc. thereon.
- b) to carry out the incomplete work by any means at the risk and cost of the contractor.
- c) to determine the amount to be recovered from the contractor for completing the remaining work or in the event the remaining work is not to be completed the loss/damage suffered, if any, by the company after giving credit for the value of the work executed by the contractor up to the time of cancellation less on a/c payments made till date and value of contractor's materials, plant, equipments, etc. taken possession of after cancellation.
- d) to recover the amount determined as above, if any, from any money due to the contractor on any account or under any other contract and in the event of any shortfall, the contractor shall be called upon to pay the same on demand. The need for determination of the amount of recovery of any extra cost/expenditure or of any loss/damage suffered by the company shall not however arise in the case of termination of the contract for death/demise of the contractor as stated in clause 10.1(d) of the contract.
- e) to give the contractor or his representative of the work 7 (seven) days notice in writing for taking final measurement for the works executed till the date of cancellation or termination of the contract. The Engineer In

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

10.3 Suspension of Work:

- i) The company shall have power to suspend the work or any part thereof and the Engineer In Charge may direct the contractor in writing to suspend the work, for such period and in such manner as may be specified therein, on account of any default on the part of the contractor, or for proper execution of the work for reasons other than any default on part of the contractor, or on ground of safety of the work.
- ii) In the event of suspension for reasons other than any default on the part of the contractor, extension of time shall be allowed by the company equal to the period of such suspension and the contractor shall properly protect and secure the works to the extent necessary during such suspension.

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

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

10.5 Foreclosure of contract:

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

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

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

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

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

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

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

11. Completion Certificate / Defect Liability Certificate

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

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

In the event there are no defects or the defects/ deficiencies are of a minor nature and the Engineer In Charge is satisfied that the contractor has already made arrangements for rectification, or in the event of contractor's failure to rectify the defects for any reason whatsoever, the defects can be rectified by the company departmentally or by other means and the 50% of the security deposit of the contractor shall be sufficient to cover the cost thereof, he shall issue the Defect Liability Certificate (Taking Over Certificate with list of defects) indicating the date of completion of the work, defects to be rectified, if any, and the items, if any, for which payment shall be made at reduced rate indicating reasons therefore and with necessary instructions to the contractor to clear the site/place of work or all debris/ waste materials, scaffoldings, sheds, surplus materials etc. making it clean.

iii) The contractor / contractors shall employ only competent, skillful and orderly men to do the work. The Engineer In Charge shall have the right to ask the contractor/ contractors to remove from the work site any men of the contractor/contractors who in his opinion is undesirable and the contractor/contractors will have to remove him within 3 (three) hours of such orders. The contractor shall employ apprentices in the execution of the contract work as required under Apprentices Act. The contractor shall further be responsible for making arrangements at his own cost, or accommodation and social needs of the staff and workers under his employment.

iv) Precautions shall be exercised at all times by the contractor(s) for the protection of persons (including employees) and property. The safety required or recommended by all applicable laws, codes, statutes and Regulations shall be observed by the contractor(s). In case of accidents, the contractor(s) shall be responsible for compliance with all the

requirements imposed by the Workmen's Compensation Act or any other similar laws in force, and the contractor(s) shall indemnify the company against any claim on this account.

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

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

The contractor / contractors shall at all times exercises reasonable precautions for the safety of employees in the performance of his/their contract and shall comply with all applicable provisions of the safety laws drawn up by the State Govt. or Central Govt. or Municipalities and other authorities in India. The contractor/contractors shall comply with the provision of the safety hand book as approved and amended from time to time by the Government of India.

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

vii) The contractor/ contractors shall provide facilities for the sanitary necessities of all persons employed on the work shall be constructed and maintained in the number, manner and place approved or ordered by the Engineer In Charge

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

ix) All taxes,levies, cess,royalties,whether local,municipal,provincial or central pertaining to the contract are payable during the entire periods of contract, shall be to the contractor/ contractors account and shall be deemed to have been included in the contracted rate for the work to be executed by the contractor excluding the service tax. The Company shall not be liable for any taxes or levies etc.what's over except service tax in connection with this contract.

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

The quoted offer should be exclusive of Service Tax. Service Tax will be paid extra, as applicable. However, tenderer has to furnish a certificate at the time of claiming reimbursement stating the rate of Service Tax at which the Service Tax has been paid and confirming that reimbursement for this amount has not been claimed for any place, anywhere in India. The contractor is also required to

furnish an undertaking that if any consequences against the interest of CCL arises out of CENVAT credit reimbursement claimed by them, CCL will have the authority to recover the same from the contractor, otherwise the contractor will have to compensate the same.

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

Site for the starting of the work will be made available as soon as work is allotted to the contractor. However if it is not possible for the Department to make entire earmarked site available on the award of work at a time, and the site are made available in phases, the contractor will have to arrange his working programme accordingly and no claim what so ever for not giving entire site at a time on award work will be entertained.

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

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

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

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

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

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

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

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

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

xviii)a) **INSURANCE** : The contractor shall take full responsibility to take all precautions to prevent loss or damage to the works or part thereof for any reasons whatsoever (Excluding act of God e.g. flood, riots, war, earthquake, etc.) and shall at his own cost repair and make good the loss/damage to the work so that on completion, the work shall be in good order

and condition and in conformity with the requirements of the contract and instructions of the Engineer In Charge.

xix) **Setting Out**: The contractor shall be responsible for the contract and proper setting out of the works and correctness of the position, reduced levels, dimensions and

alignment of all parts of the work including marking out the correct lay out in reference to the permanent bench mark and reference points. Only one permanent bench mark and basic reference lines shall be marked and shown to the contractor as basic data.

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

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

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

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

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

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

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

13. Defects Liability Period:

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

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

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

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

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

14. Operating and Maintenance Manual:

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

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

15. Settlement of Disputes/ Arbitration

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

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

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

SCHEDULE of Technical Specifications

Technical Specifications : - Engineer in Charge shall provide Technical Specifications as per Scope of Work and it shall be as per CPWD specifications and as per relevant Indian Standard.

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FORMAT OF LETTER OF BID

LETTER HEAD OF BIDDER (AS ENROLLED ONLINE ON e-Tendering PORTAL OF CIL)

To,

The Tender Committee

E&M Deptt, Piparwar Area,

CCL,Ranchi - 829201

Subject: Letter of Bid for the work of

Ref. 1. NIT No.:dated.....

2. Tender ID No.:

Dear Sir,

We offer to execute the work as per our offered bill of quantity in accordance with the conditions of the NIT document as available in the website. The details of the EMD being submitted by us has been furnished on-line.

This Bid and your subsequent Letter of Acceptance/ Work Order shall constitute a binding contract between us.

We hereby confirm our acceptance of all the terms and conditions of the NIT Document unconditionally.

Yours faithfully,

Contractor(s)

N.B: The following details as per registration with NIC portals to be furnished .

Name of the DSC holder/Bidder

Complete Postal address

Contact Number (Landline..... Mobile No. Fax `

Email Id.

AFFIDAVIT

(For genuineness of the information furnished on-line and authenticity of the documents produced before Tender Committee for verification in support of his eligibility)

I, -----Proprietor/ Partner/Legal Attorney/ Accredited Representative of M/S -----
-----, solemnly declare that:

1. I/We am/are submitting Tender for the Work ----- against Tender Notice No.-----
----- dt -----
2. Myself/None of the Partners of our firm is relative of employee of Central Coalfields Limited
3. All information furnished by me/us in respect of fulfilment 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. Certifying that owner of the firm is not involved in any criminal activity.
6. I hereby declare that my / our firm has not been banned or delisted by any Government or Quasi Government agencies or PSU's.
7. If any information and document submitted is found to be false/ incorrect any time, department may cancel my Tender and action as deemed fit may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money and banning / delisting of our firm and all partners of the firm etc.

Signature of the Tenderer

Dated-----

FOR PAYMENT TO CONTRACTORS

PROFORMA FOR COLLECTING PAYMENT THROUGH ELECTRONIC MODE INCLUDING ELECTRONIC FUND TRANSFER (EFT) & ELECTRONIC CLEARING SYSTEM (ECS)

1	Vendor/ supplier/ contractor/customer's name & address (with telephone number & Fax number)	
2	Particulars of Bank Account	
	a) Bank Name	
	b) Branch Name(Including RTGS Code)	
	c) Address	
	Telephone no. & Fax No.	
	c) 9 – Digit Code Number of the Bank & Branch (Appearing on the MICR Cheque issued on the bank) or 5 digit code number of SBI	
	d) Account Type (S.B. Account/ Current Account or Cash Credit with code 10/11/13)	
	e) Ledger No./ Ledger Folio No.	
	f) Account Number (Core Banking) & Style of Account (As appearing on the cheque Book)	

3. DATE OF EFFECT:

I hereby declare that the particulars given above are correct & complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the scheme. Any bank charges levied by the bank of such e-transfer shall be borne by us.

Date:-

(_____)

Signature of customer/ vendor/supplier/ contractor

Certified that the particulars furnished above are correct as per our records.

(_____)

Signature of the authorized officials from the Bank