



Central Coalfields Limited
Office of the General Manager, B&K Area, Kargali
PO. Bermo, Distt.Bokaro(JH)



सत्यमेव जयते
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No: GM(BnK)/SO(M)/CT/KARO/S.STOCK/KARO RLY SDG PF-II/QUOT./WO/2024-25/01 Dated 08/05/2024

WORK ORDER

To

M/s Divy Concasts And Constructions Pvt. Ltd.

Flat No.-A-5, A Block, House No-102/A, Sardar Patel Society,

Gujrat Colony, Chas, Bokaro (Jharkhand) -827013

e-mail id : dccplcons@gmail.com, Mobile No.9430305118, 7541807002

Sub : Work Order for "Loading and Transportation of coal from surface stock (Heap No.1, 2 & 3) of Karo OCP to Karo (Kargali Washery) Railway Siding, PF-II via mobile crusher" for a period of 45 days".

Ref.: (i) Letter No.: GM(B&K)/SO(M)/CT/Misc./06 dated 10.04.2024.

(ii) Your's Quotation dated 12.04.2024.

(iii) L.O.A. No: GM(BnK)/SO(M)/CT/KARO/S.STOCK/KARO RLY SDG PF-II/QUOT./LOA/10

Dated 17/04/2024

Dear Sir,

1. Pursuant to the our letter No: GM(B&K)/SO(M)/CT/Misc./06 dated 10.04.2024 regarding inviting quotation for the above subject work. You have participated in the same which was opened on 12.04.2024 and you declared as L-1 (lowest quotationer) as per terms and conditions of quotation which form part of this Work Order.

2. The management of Central Coalfields Ltd., B&K Area has decided to award the work in your favour, the work is awarded to you with the approval of Director (T)(P&P), CCL, Ranchi vide Note # 56 (e-office No.1454861) dtd.16.04.2024 on the recommendation of the committee of B&K Area as well as General Manager, B&K Area, GM(CMC), CCL and GM(Oprn.), CCL, Ranchi for a period of 45 (Forty Five) Days from actual date of commencement of work on the following terms and conditions:

3. Work Description:

| Sl. No. | Description of work | Quantity (in Te.) | Quoted Rate (Rs./Te.) | Amount (in Rs.) |
|---------|--|-------------------|-----------------------|-----------------|
| 1 | Loading of coal by Contractors payloader into Contractors tipping trucks at Crusher site. | 2,25,000 Te. | 8.80 | 19,80,000.00 |
| 2 | Transportation of coal by contractor's tipping trucks from surface stock (Heap No.1, 2 & 3) of Karo OCP to Karo (Kargali Washery) Railway Siding PF-II of Karo OCP including weighment at both end, security check and challan generation and receiving as per direction of the Engineer-In-Charge of Karo OCP. Lead 4-5 KM | 2,25,000 Te. | 54.00 | 1,21,50,000.00 |
| 3 | Cost of contractual crushing of ROM coal into specified size (less than 100 mm) by contractual electric crusher. | 2,25,000 Te. | 10.00 | 22,50,000.00 |
| | Total Amount Quoted (Rupees One Crore Sixty Three Lakh Eighty Thousand only) without GST | | Sub. Total | 1,63,80,000.00 |
| | GST 18% (i.e. Rs.29,48,400/- Only) | | | 29,48,400.00 |
| | Total Awarded Amount (Rupees One Crore Ninety Three Lakh Twenty Eight Thousand Four Hundred Only) with GST. | | G.Total | 1,93,28,400.00 |

Base rate of diesel for the instant tender shall be Rs.92.92 per litre as on dated 04.04.2024. The price variation on above rates is subject to provisions contained in CMM for the instant tender.

4. Minimum quantity of coal to be loaded, crushed and transported shall be 5000 Te per day.

Security Deposit

5. Performance Security Deposit of Rs.8,19,000/- (Rupees Eight Lakh Nineteen Thousand) deposited on 07.05.2024 in the form of FDR vide A/c 121000DP00051190 dated 07.05.2024 issued by The Branch Manager, Punjab National Bank, Bokaro Steel City, Sector-4 Bokaro (JH) as per relevant Clause of CMM.

Payment of Bills

6. You shall submit monthly running account bills supported with receipt challans for the measurement of work/ certified by the official authorized by the Company's purpose.

Standard Deductions

(a) 3% of the Running Account bill to be deducted till the recovery of 3% of the total value of the work order as Retention Money, (2nd Part of security deposit).

(b) 2% of the Running Account bill to be deducted towards income tax.

(c) Any other deduction as decided by Company.

Statutory Obligations - on Contractor's Account

7. Statutory obligations for engagement of contract labour (to be on Contractor's Account) are to be specified as under:

(a) Maintenance of statutory records

(b) Payment of workmen's compensation

(c) Holding of license as required under statute

(d) Compliance with the provisions of safety regulations

(e) Provision of medicines/ medical facilities to workmen to be engaged by the Contractor.

(f) Payment of wages/ other benefits to workers as per HPC wages/CIL Guidelines.

Penal Clauses/ Recovery of Damages

8. Penal Clauses/ recovery of damages are to be specified as under:

(a) Any shortfall in the quantum of work as per Terms and Conditions (Clause 6.2).

(b) Forfeiture of Security Deposit due to unsatisfactory performance / violations/breach of terms of contract.

(c) Recovery of monetary loss/ damage to the Company arising out of any action on the part of the Contractor

(d) Any other items of special nature for a particular unit.

Maintenance of Private Roads other than P.W.D. Roads where Trucks/ Tipping Trucks to Ply

9. It is the responsibility of the Contractor

Change in Scope/ Nature of Work during Progress of Work

10. It shall be dealt as per relevant Clauses of the NIT (Deviation Clauses, Clauses related to extension of Time etc.)

Appointment of Sub-Contractor by Contractor

11. No sub-letting of the work as a whole by the Contractor is permissible. Prior permission is required to be taken from the principle employer for engagement of sub-Contractors in hiring equipment contract for part work / piece rated work.

The works contract may provide for the contractor to get specified works executed from subcontractors included in the pre-qualification application or later agreed to by the Procuring Entity, with a caveat that the responsibility for all sub-contact work rests with the prime contractor. Sub-contracting may be for specialized items of work. Procurement of material, hiring of equipment or engagement of labour will not mean sub-contracting. The total value of subcontracted work should not exceed the percentage of the contract price specified in the contract (say 25%). Sub-contracting by the contractor without the approval of the Procuring Entity shall be a breach of contract, unless explicitly permitted in the contract.

Termination/ Cessation of Work with Notice

12. The management reserves the right to terminate the work by giving notice by displaying such notice on the colliery/ Area notice board, without assigning any reason. The measurement of the transportation in such eventuality be taken up to the date of such termination by the management.

13. The management reserves the right to terminate the contract under the following specific conditions/ circumstances:

- (a) Unsatisfactory performance of the contracted work
- (b) Involvement in action causing breach of peace and discipline within the Company/area premises.
- (c) Failure to comply with terms and conditions of the contract
- (d) Moral turpitude
- (e) Violation of the provisions under various laws and awards in force from time to time as are applicable to the work
- (f) Any action on the part of the Contractor which in the opinion of the management is detrimental to the interest of the Company.

Production of Evidence for Payment of Government Dues Connected with the Work

14. The Contractor is to produce evidence of payment of government dues (e.g. toll taxes, royalty for sand) which he is under legal obligation to pay to state government or any other legal authority to the Company every month.

Escalation in the Rates

15. Escalation in the rates shall not be considered under any circumstances as the rates have been quoted and Finalized for a given period for which the contract is to remain in force.

Fleet Strength

16. The Contractor shall submit to the Area General Manager concerned before commencement of the work, a list of trucks/ tipping trucks to be deployed for the work with respective registration marks and the names and addresses of the owners of vehicles not owned by the Contractor. Any change in the list furnished during progress of work shall be intimated immediately to the concerned Area General Manager.

Contractor's Representation at Site

17. The Contractor shall depute his agent/ representative to be in charge of the work during the period of contract. The agent/ representative shall receive instruction on the Contractor's behalf, from the Area General Manager or any official authorized by him for the purpose.



18. The above terms and conditions are, however, subject to review by the Management and may be revised/ altered in the interest of the work as may be mutually agreed upon.

19. The work order is being issued to you in duplicate. Please return the duplicate copy duly signed on all pages, as a token of your acceptance.

Yours faithfully,



Staff Officer (Mining)
B&K Area

Copy to:-

- 1) The GM (CMC), CCL, Ranchi.
- 2) The GM (B&K), Kargali.
- 3) The AFM (B&K), Kargali
- 4) The Project Officer, Karo OCP
- 5) The Area Survey Officer, B&K Area
- 6) The Colliery Manager, Karo OCP.
- 7) The Dy. Manager (F), Karo OCP.
- 8) The Siding Manager, Karo (Kargali Washery) Siding PF-II
- 9) The Survey Officer, Karo OCP.