



WESTERN COALFIELDS LIMITED

SOR -2010

INDEX

SI. No.	Description of Work	Page Nos.
1	Applicability of SOR	2
2	Service Tax	2
3	Wages	2
4	Application form for Registration for discount bidding system	3
5	General Instructions for the Applicants for Registration.	5
6	Notice Inviting Tender for Discount Bid	7
7	Instructions to Bidders	10
8	Forms of Bid and Qualification information	18
9	Format for Affidavit to deploy matching equipments/tippers/Payloaders (To be filled by the bidders)	19
10	Format for Affidavit	20
11	Conditions of Contract /General Terms and conditions of Discount Bid.	21
12	Special Terms and Conditions for Transport Contract	32
13	Proforma of Bank Guarantee for Performance	39
14	Format for Contract Agreement	42
15	Declaration	44
16	Part-II (Price-Bid)	45

1.0 APPLICABILITY OF SOR FOR COAL TRANSPORTATION

The SOR will be applicable under the following circumstances only:

1. When civilian contractors has been awarded coal transportation contract against the open tendering but could not execute the work as per provision of the contract, **SOR** will be applicable as per “risk and cost” of the contractors.
2. Where the civilian contract for coal transportation has not been finalized and under the process of tendering/ re-tendering.
3. In the routes where ESM agencies has not been engaged/operated for for coal transportation for a period of last six months.
4. The SOR should not be applicable where ESM agencies are operating for coal transportation. That means ESM and SOR will not be applicable to the same route at same time.
5. The SOR may be made applicable in the routes where ESM agencies are surrendered. This will be initially for a period of six months and the same may be extended on successful implementation of the work in such cases.

2.0 SERVICE TAX:

The rate does not include service tax. The liability of payment of Service Tax lies on the contractor in respect of independent work of coal loading(not combined with coal transportation). Contractor has to submit Service Tax Registration No. for loading contract only. However, the Service Tax for purely coal loading contracts will be reimbursed on production of documentary evidence of payment in respect of work.

2.1 Wages

The area should ensure that the wages paid to the workmen of the contractor would be as per prevailing guidelines for ESM agencies.

2.2 The time for submission of tender should be given for 5 (five) working days from the date of publishing / uploading of tender in website.

3.0 APPLICATION FORM FOR REGISTRATION FOR DISCOUNT BIDDING SYSTEM:

Notice No. WCL/GM (OPN)/Regn. /2011/

Date:

Name and full address of the Tenderer:

Telephone No. & Fax No. :

1. Nature of the firm: Proprietary/Partnership/Private Ltd./Public Ltd.
2. Details of the Enlistment in CIL or the subsidiary Company / Central Govt./State Govt. Undertaking.
 - (a) Name of the organisation:
 - (b) Nature of Enlistment :
 - (c) Enlistment No. & date :
3. Financial Resources: -
Audited Balance Sheet of Last Three years
OR
Proof of Submission of Income Tax Return for last three years
OR
Any Nationalize Banks reference / certificate for satisfactory conduct of accounts indicating volume of transaction Assets owned to be enclosed
4. Details of Tipping Truck (Minimum 10Te) owned
 - Name of the owner :
 - Make ;
 - Model / Type :
 - Year of Manufacturing :
 - Capacity :
 - Regn. no. ;
5. Details of Pay Loader (Minimum 2.50 cu meter bucket capacity)
 - Name of the owner :
 - Make :
 - Model / Type :
 - Year of Manufacturing :
 - Capacity ;
 - Regn. No. ;
6. Details of Registration Fees: Rs. 10,000 (Ten thousand) vid (Non -Refundable & non-transferable)

Demand Draft No.....
Bank payable at

Date.....on.....

This is to certify that the information furnished above are true to my / our best of knowledge and belief and that if any of them is subsequently found to be wrong / incorrect the company will be at liberty to take any action as it considers expedient and I shall have no claim arising out of such action. Original documents in respect of the above or other documents shall be produced as and when required by the company.

I/We agree to do the work of transportation of coal and loading by pay-loader on discount bidding system on SOR of WCL on all the terms and conditions as prevalent in WCL for similar type of work.

I/We also agree that the registration of my /our firm/company will be without prejudice to the right of WCL through its HQ or CGMs/GMs of the Areas to award work against open tender for this type of work for which the application is made.

(Signature of the Applicant)

Name (in Block Letters).....

Office Seal

Note: - The applicant must follow the general instructions for submission of the Application Form

4.0 GENERAL INSTRUCTIONS FOR THE APPLICANTS FOR REGISTRATION

1. The applicant must read carefully the notice, other document related with the work and acquaint himself before submitting the application form.
2. Application for registration may be done through web site but hard copy of the application along with applicable fees and copies of the documents to be submitted to respective Area. Approval of the registration will be confirmed in writing.
3. All the pages along with application form and enclosures are to be serially numbered by the applicant.
4. Every page of the application as well as terms and conditions should be signed by the applicant as a token of acceptance. The documents attached also to be signed by the applicant for authentication.
5. Conditional offer are likely to be rejected.
6. All the enclosures / photocopies should be neat, clean and fully legible.
7. Application should be properly filled in English /Hindi and submitted as per instruction contained therein and in the application form.
8. Incomplete filled up application form may attract rejection.
9. Erasing or over writing, if any, may disqualify the applicant. Correction as necessary shall be made by crossing out and rewriting with full signature and date.
10. The notice inviting application for registration of contractors is without prejudice to the company's right to the publication of open general notice inviting tender and award of work from time to time as deemed fit by the company.
11. Canvassing in any form is prohibited and application submitted by the applicant resort to canvassing shall be disqualified.
12. Original documents, as required by the company shall have to be submitted by the applicant whenever asked for verification in the event of non submission of original document as advised, the application may be rejected or decision taken by the Management as considered appropriate which shall be final and binding on the applicant.
13. Company may ask for any other documents for further verification of authenticity of the documents submitted by the applicant if required.
14. A person duly authorised by the firm / company for this purpose should sign application as well as instruction /information Power of Attorney in this regard should be enclosed whenever required.
15. The registration shall be valid for period of one year from the date of registration. However the period can be reduced or extended at the sole discretion of the company.
16. The company reserves the right to reject any or all applications for registration without assigning any reason, whatsoever and the company's decision in the matters shall be final.
17. Management reserves the right to cancel registration of any contractor or contractors without assigning any reason whatsoever and the company's decision shall be final and binding on the contractor/contractors.
18. The applicant must submit the following documents along with the filled application form:

- a) Demand Draft for Rs. 10,000/- (Rs. Ten Thousand only)
- b) Photocopy of trade License or Affidavit before Notary Public in case of proprietorship firm, partnership deed in case of partnership firm and article and memorandum of association in case of limited company.
- c) Photocopy of documents in support of the work experience i.e. Completion certificate of works is not Mandatory.
- d) Photocopy of PAN, Balance sheet if any, Income Tax return if any.
- e) Photocopy of Banker's Certificate for showing proof of adequate working capital for smooth handling of the work awarded.
- f) Photocopy of ownership documents (RC book of the equipment) in support of eligibility criteria regarding tipping trucks and Pay Loaders.

Note: - 1) *All the documents (photocopies) to be submitted with self-attestation.*

2) *The applicant shall furnish further documentary evidence, clarification, if required by the company in support of his eligibility.*

3) *All the original documents as above must be produced by the applicant on demand for verification.*

- g) The applicant must give a declaration in the form of affidavit regarding employment of relatives in WCL / CIL or any of its subsidiaries.



“Under jurisdiction of Nagpur Court only”
WESTERN COALFIELDS LIMITED
(A Govt. of India Undertaking)

Regd. Office: Coal Estate, Civil Lines, Nagpur-440001

Web Site: <http://westerncoal.gov.in>

NOTICE INVITING TENDERS FOR DISCOUNT BIDDING SYSTEM

Ref No: WCL/SOR/....AREA /

Date:

Sealed Discount bid on SOR are invited from “Registered Transport contractors of WCL for Mechanical Loading & Transportation / Transportation of Coal by Pay Loader & Tipping Trucks for the following work at _____ OCP, _____ Area.

NIT No. _____

Work Descriptions :

SI No.	Stock / CHP from where ROM / Crushed coal to be transported		Lead Distance in Km	Approx. Qty. in MT	Estimated value (Rs.)	Period of work (Max. one year)
	From	To				

Note : - The above quantities are as per plan and projections. This may vary due to unavoidable circumstances beyond control of management, for which no claim from the Contractors will be admissible by the management.

Eligibility Criteria :

1. Bidder shall have ownership of a fleet of minimum 1/5th of Tipping Trucks (minimum 10 Te capacity) / Pay Loader (minimum 2.50 bucket capacity) (as required for the bid in question for this work. In case, the bidder is having higher capacity Tipping Trucks / Pay Loaders, the total capacity of such Tipping trucks / Pay Loader shall match the required ownership capacity.
2. Discount Price bid of only such tenderers will be opened who fulfill eligibility criteria as at (1) above through documentary evidence.

Target in Te per Day & required Fleet Strength.

Sl. No.	Approximate qty to be transported per day	No. of tipping Trucks required (10 Te. Capacity)	No. of Pay Loader required (Minimum 2.50 cubic meter)	No of Tipping Trucks to be owned by the bidders	No. of Pay Loaders to be owned by the Bidder

3. a) Earnest Money :

Rs. _____ (1% of the estimate value rounded off to nearest hundred rupees) as Initial Security Money to be deposited in the form of Demand Draft drawn in favour of WCL payable at _____ on any Scheduled Bank / Branch acceptable by WCL.

b) Earnest Money will be forfeited in case of failure of the party to start the work within 10 days of issue of LOA / Work Order.

c) Earnest Money of the unsuccessful bidders will be refunded after finalization of bid.

d) No tender will be accepted unless accompanied by requisite EMD.

4. Availability of Tender Document:

Tender documents including terms and conditions of work shall be available from office of the Area General Manager, _____ Area from _____ to _____.

OR

The Tender Document can be downloaded directly either from website of WCL <http://westerncoal.gov.in> or from Govt. website of <http://tenders.gov.in>.

5. General Instructions for submission of tender:

a) A bidder is required to submit his offer in sealed covers giving reference to this Tender Notice and date. The offer shall be in two parts, Part-I & Part-II shall also be sealed covers clearly superscribed Part-I and Part-II on the respective covers giving reference of the NIT & date for which he is submitting the tender. The two sealed covers shall be placed under one sealed cover mentioning NIT No. Date & name of the work.

b) Part-I shall cover documents fulfilling eligibility criteria, photocopy of proof of Registration with WCL and Earnest Money as detailed hereinafter.

c) Part-II shall cover price offer as notified. The rates offered should be valid for 120 days from the date of opening of Part-I of the tender.

d) Part-II envelopes will be opened only in respect of such tenders as found valid after scrutiny of part-I. No clarification will be asked by the department and department will consider eligibility of bidder for opening of part-II only base on documents submitted with bid. No subsequent document for making the bid eligible if submitted by the bidder suomoto will be considered.

e) No rectification by the bidder will be allowed to make the bid valid / responsive.

f) Intending tenderers are advised to inspect the site before quoting rates. No dispute regarding lead and lift would be admitted.

g) Conditional offers will not be entertained from the tenderers.

h) Payment of wages to contractor's workers by Account Payee cheques or by directly crediting the bank account of the workers.

i) The contractor should not engage contractual workers i.e. to say that they should employ their regular employees against whom PF and other statutory deductions are made as proof of being on their roll.

6. **Receipt of Tenders:**

Bids are to be received in sealed covers upto _____ Hrs. on _____ at the office of the CGM / GM, _____ Area.

7. **Opening of Tender:**

Tenders will be opened at _____ Hrs. on _____.

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

9. **Cancellation of LOA / Work Order :**

The contractor shall have to start the work within 10 (ten) days from the date of issue of Letter of Acceptance / Work Order as applicable and also maintain desired progress failing which the LOA / Work Order may be cancelled.

10. Tenderer must have to download the corrigendum, if any related to this tender. So tenderers must go through WCL and Govt. web site even on last date of availability of tender document.

Signature_____

CGM/GM_____Area

Distribution / Copy

As per practice / As relevant.

INSTRUCTIONS TO TENDERERS

INSTRUCTIONS TO BIDDERS

SCOPE OF TENDERER

1.1 The Western Coalfields Limited (referred to as Employer in these documents) invites bids for the **works** as mentioned in the Notice Inviting Tenders (NIT). The tenderers should submit tenders for any or all of the works mentioned in the NIT.

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

2. To qualify for award of the contract -

a) The bidder must produce evidence of adequacy of a minimum working capital (either 20% of the annualized value of the work or the estimated value of work whichever is less) for this contract.

In case of obtaining credit, the certificate from scheduled bank should be produced.

b) The bidder must have ownership of a fleet of minimum 1/5th of tipping trucks (Minimum 10 Te capacity)/ Payloader (Minimum 2.5 cum bucket capacity) (as required for the bid in question for this work). In case, the bidder is having higher capacity Tipping trucks /payloaders shall match the required ownership capacity.

3. Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

4. ONE BID PER BIDDER

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

5. COST OF BIDDING

5.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.

6. SITE VISIT

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

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

7. CONTENT OF BIDDING DOCUMENTS

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

INSTRUCTIONS TO TENDERERS

Notice Inviting Tender

- Section 1 Instructions to Bidders;
- Section 2 Forms of Bid and Qualification Information;
- Section 3 Conditions of Contract;
- Section 4 Scope of work/Bill of Quantities;
- Section 5 Forms of Securities and form of Article of Agreement.

8. CLARIFICATION OF BIDDING DOCUMENTS

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

9. LANGUAGE OF BID

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

10. DOCUMENTS COMPRISING THE BID

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

- a. Part I of the bid to be submitted in Ist inner sealed envelope comprising of
 - (i) bid security/earnest money deposit,
 - (ii) qualification information as indicated in the bid document and Documents as required in accordance with stipulations of the bid document and any other materials required to be completed and submitted by bidder in accordance with these instructions.
 - (iii) **The original bid document issued to the bidder duly signed by authorized signatory of the bidder on all pages as proof of accepting the conditions of contract (excluding the price bid).**

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

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

11. BID PRICES

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

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

11.3 **All duties, taxes, and other levies payable by the Contractor under the Contract or for any other cause as applicable on the last date of submission of tender, shall be included in the rates, prices and the total Bid Price submitted by the Bidder, except service tax for which provision 2.0 of page no. 1 will be applicable. 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.**

INSTRUCTIONS TO TENDERERS

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

Similarly, if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor.

Details of such duties, taxes and other levies along with rates shall be declared by the bidders in their price bid.

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

13. CURRENCIES OF BID AND PAYMENT

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

14. BID VALIDITY

14.1 Bid shall remain valid for a period not less than four calendar months after the deadline for bid submission specified in Clause 18. A bid valid for a shorter period shall be rejected by the Employer.

14.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid security for a period of the extension, and in compliance with Clause 15 in all respects.

15. BID SECURITY/EARNEST MONEY DEPOSIT

15.1 The bidder shall furnish, as part of his bid, a Bid Security/Earnest Money in the amount as shown in NIT for this particular work. Bid Security/EMD will be required to be deposited in the form D/D acceptable as Bid Security/Earnest Money drawn in favour of Western Coalfields Ltd. on any Scheduled Bank payable at its branch at respective area.

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

15.3 The Bid Security/ EMD of the unsuccessful bidder shall become refundable. **The unsuccessful bidder for this purpose means the bidders who have not qualified for opening of Part-II (Price Bid) and those who have not emerged as L1 tenderer after opening of Price Bid.**

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

15.5 The Bid Security/Earnest Money may be forfeited:

- a. if the Bidder withdraws the Bid after Bid opening during the period of Bid validity; or
- b. in the case of a successful Bidder, if the Bidder fails within the specified time limit to:
 - (i) sign the Agreement; or
 - (ii) furnish the required Performance Security/ Security Deposit.
- c. if the bidder does not accept the correction of the bid price pursuant to clause 25 of ITB.

INSTRUCTIONS TO TENDERERS

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

16. **FORMAT AND SIGNING OF BID**

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

16.2 All documents of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorised to sign on behalf of the Bidder, pursuant to Sub-Clauses 3.3(a). All pages of the Bid document shall be initialled by the person or persons signing the Bid.

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

17. **SEALING AND MARKING OF BIDS**

17.1 The Bidder shall seal the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes in the following manner :

1st inner sealed envelope will be marked Part I - Bid for the work of "" comprising Bid Security/EMD with qualification information.

IInd inner sealed envelope will be marked as " Part II - Price Bid for Tender No....."

Outer Sealed envelope will be marked as " Bidding Documents for Tender No."

Bid for the work of "Hiring of tippers for loading of coal from Bunker of Neheriya U/G Mine and its transportation after weighment at Neheriya weighbridge to EDC siding, re-weighment at EDC siding weighbridge and unloading there."

Bid Reference No. Tender Notice No. issued vide Ref. No.Date: DO NOT OPEN BEFORE 3.30 P.M. IST on

17.3 In addition to the identification required in as per NIT the inner and outer envelopes shall indicate the name and address of the Bidder.

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

18. **DEADLINE FOR SUBMISSION OF BIDS**

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

19. **LATE BIDS**

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

INSTRUCTIONS TO TENDERERS

20. MODIFICATION AND WITHDRAWAL OF BIDS

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

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

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

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

21. BID OPENING

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

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

21.3 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 20 shall not be opened.

21.4 The Bidders' names, the Bid Prices, the total amount of each Bid and any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.

22. PROCESS TO BE CONFIDENTIAL

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

23. CLARIFICATION OF BIDS

23.1 **No document presented by the bidder after closing date and time of the bid will be taken in to account by the Evaluation committee unless otherwise called for during technical scrutiny by the tender committee as clarification . This However, will have no bearing with the price quoted in the price bid.**

INSTRUCTIONS TO TENDERERS

24. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

24.1 Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:

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

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

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

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

25. CORRECTION OF ERRORS

25.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetical errors. Errors will be corrected by the Employer as follows :

- a. where there is a discrepancy between the amounts in figures and in words, the amounts in words will govern; and
- b. where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- c. discrepancy in totaling or carry forward in the amount quoted by the contractor shall be corrected .

The tendered sum so corrected and altered shall be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the 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.

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

26. EVALUATION AND COMPARISON OF BIDS

26.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 24.

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

- a. making any correction for errors pursuant to Clause 25.
- b. making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Clause 20.

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

INSTRUCTIONS TO TENDERERS

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

27. AWARD CRITERIA

27.1 Subject to Clause 28, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price.

28. EMPLOYER'S RIGHT TO ACCEPT ANY BID, NEGOTIATE AND TO REJECT ANY OR ALL BIDS

28.1 Notwithstanding Clause 27, the Employer reserves the right to accept, negotiate or reject any Bid, and to cancel the bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

29. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

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

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

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

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

30. PERFORMANCE SECURITY/SECURITY DEPOSIT

30.1 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.

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

- a Bank Guarantee in the form given in the bid document
- Govt. Securities, FDR or any other form of deposit stipulated by the owner
- Demand Draft drawn in favour of Western Coalfields Ltd on any Scheduled Bank payable at its Branch at Nagpur.

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

INSTRUCTIONS TO TENDERERS

If performance security is provided by the successful bidders in the form of bank guarantee it shall be issued either -

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

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

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

30.4 **5% Performance Security should be refunded within 60 days of the completion of the work.(The date of completion of the work will be certified by the Engineer-in-charge).**

31. EMPLOYMENT OF LOCAL LABOUR

31.1 "Contractors are to employ, to the extent possible, only local project affected people and pay wages not less than the rate applicable to ESM agency fixed by the Law of the Land".

32 Legal Jurisdiction

32.1 Matter relating to any dispute or difference arising out of this tender and subsequent contract awarded

based on the bid shall be subject to the jurisdiction of court only.

PART-I
CONTRACTOR'S BID

Sub : BID for the Work _____

To :

Dear Sir,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying the Bidding Document issued to us. The Bid Security/Earnest Money in accordance with the NIT and Instructions to Bidders amounting to Rs (in figures) (in words) in the form as stipulated in Clause --- of the Instructions to Bidders is enclosed herewith(*to be filled in by the Bidder*).

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

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

Yours faithfully,

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

Enco :

- i) EMD of Rs. _____ vide _____ dt.
- ii)
- iii)
- iv)

Format for Affidavit to deploy matching equipments/tippers/Payloaders
(To be filled by the bidders)
Non-Judicial Stamp Paper of Rs.100/-

AFFIDAVIT

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

1. We are submitting Tender for the work..... against Tender Notice No.....dated.....
- 2.The details of equipments/tippers/Payloaders as per NIT is given below

a. Owned by the tenderer

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

b Owned by the others to be hired by the tenderers for this work

Sl. No.	Name of the party /person from whom hiring is being done	Equipment type and capacity	Registration No	Make and model	Minimum number
1					

Signature of the Deponent,

Dated

Seal of Notary

VERIFICATION

I hereby declare that all the averments made in Para 1 to.....herein above are true to the best of knowledge and belief.

Signed and delivered on the.....day of..... in presence of following witnesses.

Deponent

Witnesses

(1)

(2)

Format for Affidavit :

Non-Judicial Stamp Paper.

AFFIDAVIT

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

1. We are submitting Tender for the work.....
.....against /Tender Notice No.....dated.....
2. None of the partners of our firm is relative of employee of(Name of the Company).
3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this tender is complete, correct and true.
4. All documents/credentials submitted along with this tender are genuine, authentic, true and valid.
5. If any information and document submitted is found to be false/incorrect at any time, department may cancel my Tender and action as deemed fit may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money and banning/delisting of our firm and all partners of the firm etc.

Signature of the tenderers,

Dated

Seal of Notary



CONDITIONS OF CONTRACT

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS :

- i. The word "Company" or "Employer" or "Owner" wherever occurs in the conditions, means the Western Coalfields Limited, represented at the headquarters of the Company by the Chairman-Cum-Managing Director or his authorised representative or any other officer specially deputed for the purpose.
- ii. The word "Principal Employer" wherever occurs, means the authorised representative or any other officer specially deputed by the Company for the purpose.
- iii. The word "contractor"/"contractors" wherever occurs means the successful Bidder/Bidders who has/have deposited the necessary Earnest Money and has/have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or company, as the case may be.
- iii. "The Site" shall mean the site of the contract work including land and any building and erections thereon and any other land allotted by the company for contractor's use.
- iv. 'Accepting authority' shall mean the management of the company and includes an authorised representative of the company or any other person or body of persons empowered in this behalf by the company.
- v. A 'Day' shall mean a day of 24 hours from midnight to midnight.
- vi. **Engineer-in-charge/Designated Officer-in-charge for this contract will be Sri _____ (Post/designation of an officer to be given here as decided by competent authority) who will be responsible for supervising and administering the contract.**
- vii. The 'contract' shall mean the notice inviting tender, the tender as accepted by the company and the formal agreement executed between the company and the contractor together with the documents referred to therein including general terms and conditions, special conditions, if any, schedule of quantities with rates and amounts, Schedule of work.
- viii. The 'works' shall mean the works required to be executed in accordance with the contract or parts thereof as the case may be and shall include all extra or additional or any work of emergent nature, which in the opinion of the Engineer-in-charge, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.
- ix. 'Schedule of Rates' referred to in these conditions shall mean the standard schedule of rates prescribed by the company and the amendments issued from time to time.
- x. 'Contract price' shall mean
 - (a) in the case of lump sum 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 'Bill of quantities' of the tender documents as accepted by the company with or without any alteration as the case may be.
- xi. 'Written notice' shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the Corporation/Company for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

2.0 CONTRACT DOCUMENTS:

The following documents shall constitute the contract documents :

- (i) Articles of Agreement,
- (ii) Notice Inviting Tender,
- (iii) Letter of Acceptance of Tender indicating deviations, if any, from the conditions of contract incorporated in the Bid/Tender document issued to the bidder,
- (iv) Conditions of contract, including general terms and conditions, additional terms and conditions, special conditions, if any etc. forming part of the Agreement,
- (v) Scope of works/Bills of quantities and
- (vi) Finalised work programme.

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

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

3. DISCREPANCIES AND ADJUSTMENTS THEREOF :

The documents forming part of the contract are to be treated as mutually explanatory of one another.

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

3.2 Any error in description, quantity or rate in schedule or quantities or any omission therefrom, shall not vitiate the contract or release the contractor from discharging his obligations under the contract including execution of work according to the 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 words quoted by the contractor shall be taken as correct.
- b. discrepancy in the amount quoted by the contractor due to calculation mistake of the unit rate and quantity, the unit rate shall be regarded as firm and amount corrected.
- c. discrepancy in totaling or carry forwards in the amount quoted by the contractor shall be corrected.

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 schedule of quantities.

4. SECURITY DEPOSIT:

4.1. Security Deposit shall consist of two parts;

- a) Performance Security to be submitted at award of work and
- b) Retention Money to be recovered from running bills.

The security deposit shall bear no interest.

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

- a Bank Guarantee in the form given in the bid document
- Govt. Securities, FDR or any other form of deposit stipulated by the owner
- Demand Draft drawn in favour of Western Coalfields Ltd on any Scheduled Bank payable at its Branch at Nagpur.

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

4.3 If performance security is provided by the successful bidders in the form of bank guarantee it shall be issued either –

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

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

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

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

4.6 Refund of security deposit - The refund of security deposit shall be subject to company's right to deduct/appropriate its dues against the contractor under this contract or under any other contract. On completion of the work and certified as such by the Engineer-in-charge, the security deposit, remaining with the company shall be refunded. However, for contracts of more than 1(one) year period, Security Deposit accrued by paying the running bill at 95%, may be refunded annually on submission of Bank Guarantee of equivalent amount subject to satisfactory performance of the contractor during the year.

5. DEVIATIONS/VARIATIONS IN QUANTITIES:

Extent and Pricing: The quantities given in the 'Schedule of Quantities' are provisional and are meant to indicate the extent of the work and to provide a uniform basis for tendering and any variation either by addition or omission shall not vitiate the contract.

5.1 The company through its Engineer-in-charge or his representative shall, without radically changing the original scope and nature of the contracted work, have power to make any alterations in or additions to or substitution of the original 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 Engineer-in-charge or his representative on behalf of the company.

Such altered or additional work, which shall form part of the original contract, shall be carried out by the contractor on the same conditions in all respects on which they agree to do the main works and at the same rate/rates as are specified in the contract.

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

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

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

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

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

However, the Engineer-in-charge shall be at liberty to cancel the instruction by notice in writing and to arrange to carry out the work in such manner as he /she considers advisable under the circumstances. The contractor shall under no circumstances suspend the work on the plea of non-settlement of rates.

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

- i) An increase of more than 10% of the total cost of the work calculated from the original tendered quantities and the contract price.
- ii) More than 10% deviation from original awarded value should require approval of next higher authority but total amount should be within the delegated power of the next higher authority.

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

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

5.6 In the event of any deviation being ordered which in the opinion of the contractor changes radically the original scope and nature of the contract, the contractor shall under no circumstances suspend the work, either original or altered or substituted, and the dispute/disagreement as to the nature of deviation or the rate/rates to be paid thereof shall be resolved separately with the company.

5.7 The re-appropriation /re-allocation of the quantities may be done with the approval of Engineer-in-charge within the stipulated contract period and contract value with the approval of the approving authority of the contract.

6. TIME FOR COMPLETION OF CONTRACT - EXTENSION THEREOF, DEFAULTS & COMPENSATION FOR DELAY:

Immediately after the contract is concluded the Engineer-in-charge and the contractor shall agree upon time and progress chart prepared on the basis of a transportation schedule to be submitted by the contractor showing the order in which the work is proposed to be carried out within the time specified in the contract documents. For the purpose of this time and progress chart, the work shall be deemed to

have commenced on the expiry of 10 (ten) days from the issue of letter of acceptance/work order or handing over the site of work whichever is later.

6.1 If the contractor, without reasonable cause of valid reason, commits default in commencing the execution of the work within the aforesaid date, the company shall, without prejudice to any other right or remedy, be at liberty, by giving 15 days notice in writing to the contractor to commence the work, failing which to forfeit the Earnest Money deposited by him.

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

- a) If the average daily progress of work during the calendar months is less than the stipulated rate indicated in the detailed tender notice, penalty as detailed below will be levied.
 - i) If the average daily progress of work executed during the calendar month is more than 80% and less than 100% of stipulated rate of progress, penalty equal to 10% of the contract value of the short fall in work shall be levied.
 - ii) If the average daily progress of work executed during the calendar month is less than 80% of stipulated rate, penalty equal to 20% of contract value of the short fall in work shall be levied.
 - iii) The aggregate of the penalties so levied shall not exceed 10% of the total contract value.

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

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

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

- a. abnormally bad weather
- b. serious loss or damage by fire
- c. civil commotion, strikes or lockouts affecting any of the trades employed on the work
- d. delay on the part of the contractors or tradesmen engaged by the company not forming part of the contract, holding up further progress of the work
- e. any other causes which, at the sole discretion of the company is beyond the control of the contractor.

Hindrances register shall be maintained for recording the hindrances. This shall be maintained on day to day basis and should be signed by both parties. Disputes if any should be decided by Engineer-in-Charge or authority higher than him which should be binding on the contractor. In case of dispute, decision should be conveyed within 15 days from the dispute.

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

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

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

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

In case the Contractor does not apply for grant of extension of time within 15 (fifteen) days of hindrance occurring in execution of the work and the Company wants to continue with the work beyond the stipulated date of completion for reason of the work having been hindered, the Engineer-in-charge at his sole discretion can grant provisional extension of time even in the absence of application from the Contractor. Such extension of time granted by the Engineer-in-charge is valid provided the Contractor accepts the same either expressly or implied by his 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 contract.

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

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

© If any of the Force Majeure conditions exists in the place of operation of the bidder/ contractor even at the time of submission of bid he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.

7. **QUALITY ASSURANCE:**

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

8. **MEASUREMENT AND PAYMENT:**

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

8.1 All items of work carried out by the contractor in accordance with the provisions of the contract having a financial value shall be entered in the Measurement Book/Log Book, etc. as prescribed by the company so that a complete record is obtained of all work performed under the contract and the value of the work carried out can be ascertained and determined therefrom.

8.2 Measurements shall be taken jointly by the Engineer-in-charge or his authorised representative and by the contractor or his authorised representative.

8.3 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 of measurements, a note to that effect shall be made in the Measurement Book /Log Book and signed and dated by both the parties.

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

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

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

8.7 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 relates 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.

8.8 The company reserve the right to recover/enforce recovery of any overpayments detected after 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 overpayments may be recovered from the subsequent bills under the contract, failing that from contractor's claim under any other contract with the company or from the contractor's security deposit or the contractor shall pay the amount of overpayment on demand.

8.9 Amount payable/repayable for any subsequent change in the Sales Tax on Works Contract will be made to/ from the Contractors after departmental verification of such changes of tax law issued by Statutory authority.

9. TERMINATION, SUSPENSION, CANCELLATION & FORECLOSURE OF CONTRACT:

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

a makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the Engineer-in-charge, then on the expiry of the period as specified in the notice

Or

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

Or

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

Or

d. shall offer or give or agree to give any person in the service of the company or 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 the company

Or

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

Or

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

9.1 The contract shall stand terminated under the following circumstances :

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

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

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

d. On the death of the contractor being a proprietary concern or of any of the partners in the case of a partnership concern and the company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out 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 legal representative or to the partnership concern.

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

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

b. to determine the amount to be recovered from the contractor for completing the remaining work or in the event the remaining work is not to be completed the loss/damage suffered, if any, by the company after giving credit for the value of the work executed by the contractor upto the

time of cancellation less on a/c payments made till date and value of contractor's materials, plant, equipment, etc., taken possession of after cancellation.

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

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

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

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% of the contract value.

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

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

10. COMPLETION CERTIFICATE/ DEFECT LIABILITY CERTIFICATE:

10.1 On completion of the work and notifying the same by the contractor to the Engineer-in-Charge, Completion Certificate shall be issued by the Engineer-in-charge only in the event the work is

completed satisfactorily in every respect. Payment of final bill shall be made on completion of the contract and refund of security deposit shall, however, be made as per relevant clause of the contract.

11. RESPONSIBILITIES OF THE CONTRACTOR

- i. The company reserve the right to let other contractors in connection with the project and the contractor/contractors shall co-operate in the works for the introduction and stores and materials and execution of his/their works.
- ii. The contractor/contractors shall employ only competent, skilful and orderly men to do the work. The Engineer-in-charge shall have the right to ask the contractor/contractors to remove from the work site any men of the contractor/contractors who in his opinion is undesirable and the contractor/contractors will have to remove him within three hours of such orders.
- iii. Precautions shall be exercised at all times for the protection of persons (including employees) and property. The safety required or recommendation by all applicable laws, codes, statutes and regulations will be observed. In case of accidents, he/they shall be responsible for compliance with all the requirements imposed by the Workmen's Compensation Act or any other similar laws in force, and shall indemnify the company against any claim on this account.

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

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

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

vi. The contractor/contractors shall furnish to the Engineer-in-charge or his authorised representative with work reports from time to time regarding the contractor/contractors organisation and the progress made by him/them in the execution of the work as per the contract agreement.

vii. **All duties, taxes, and other levies payable by the Contractor under the Contract or for any other cause as applicable on the last date of submission of tender, shall be included in the rates, prices and the total Bid Price submitted by the Bidder, except service tax for which provision 2.0 of page no. 1 will be applicable. All incidentals, overheads etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.**

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

Similarly, if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor.

Details of such duties, taxes and other levies along with rates shall be declared by the bidders in their price bid.

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

ix. 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 the entire satisfaction of the company.

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

xi. The contractor/contractors shall not pay less than the minimum wages to the labourers engaged by him/them as per Minimum Wages Act or such other legislation or award or the minimum wages fixed by the respective State Government as may be in force. The Contractor/ Contractors shall make necessary payment of the Provident Fund for the workmen employed by him for the work as per the laws prevailing under provisions of CMPF and Allied Schemes and Miscellaneous Provisions Act 1948 or Employees Provident Fund and Miscellaneous Provisions Act 1952 as the case may be.

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

xiii. **Insurance** - The contractor shall take full responsibility to take all precautions to prevent loss or damage to the works or part thereof for any reasons whatsoever (except for reasons which are beyond control of the contractor or act of God, e.g. flood, riots, war, earthquake, etc.) and shall at his own cost repair and make good the loss/damage to the work so that on completion, the work shall be in good order and condition and in conformity with the requirements of the contract and instructions of the Engineer-in-charge, if any :

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

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

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

12. SETTLEMENT OF DISPUTES

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

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

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

SPECIAL TERMS & CONDITIONS FOR TRANSPORT CONTRACT

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

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

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

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

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

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

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

Proper records of such checking/ maintenance/ repair shall be maintained in a Log Book kept on the vehicle for the purpose, which shall be readily available for inspection whenever required.

3.05 Only experienced, skilled and disciplined drivers of sound health, good behavior and antecedents having valid and requisite driving licence shall be deployed by the contractor for driving the tipping trucks/trucks/ pay loaders/equipments deployed for the work.

In no case any un-authorized driving of the tipping trucks or operation of payloaders/ equipments shall be permitted by the contractor.

3.06 The tare-weight, gross weight, maximum carrying capacity of the truck and the dimensions of the body of the truck shall be clearly indicated on the body of each tipping trucks deployed for the work and maintained in good legible condition, at all times.

3.07 No addition or alteration to the size of the body or any such truck shall be carried out, without prior approval of the Project Officer/ General Manager.

The trucks shall be loaded only upto the maximum carrying capacity and shall not be overloaded under any circumstances.

3.08 The re-appropriation /re-allocation of the quantities may be done with the approval of Engineer-in-charge within the stipulated contract period and contract value with the approval of the approving authority of the contract.

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

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

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

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

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

9.0

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

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

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

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

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

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

14 In case two or more contractors are engaged for the transportation work, the re-conciled total quantity for the month arrived at shall be distributed between the transporting contractors, in proportion of the number of trips performed by each, during the month or in any other manner which the General Manager considers more appropriate.

15. In case there is mixed contractual and departmental transportation to stock/CHP/Siding, the quantity transported departmentally shall be separated to arrive at the quantity transported contractually.

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

In case the washery weighbridge goes out of order, the Project Officer shall make alternative arrangement for weighment of the trucks or the weight at the loading end shall be taken as the weight of coal received at the washery, subject to such checking/ verification as the Project Officer/ General Manager may deem necessary.

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

18.0 In case the trucks are being weighed both at the loading end as well as unloading end, the figures of weighment at both the ends shall be reconciled every month in respect of each contractor and if there is any shortage of coal received at the unloading end, the value of coal found short, will be deducted at

double the then prevailing rate including all royalty, cess, from the security deposit of the transporting contractor (s) concerned or otherwise, specifically mentioned in work order/agreement.

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

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

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

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

23.00 The daily rate of transportation shall be about the yearly quantity divided by the number of working days in the year \pm 30%, but the contractor may be called upon to transport still more/still less quantity and no claim whatsoever shall lie against company on account of such variations. The contractor/s shall make necessary arrangements and ensure transportation of coal, etc. on daily basis, as advised by the General Manager/ Project Officer.

The total quantity of material in the contract can be increased upto 30% with the approval of the concerned director as a cushion to cover eventualities arising from increase in production.

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

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

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

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

27.01 The contractor shall pay to his employees salary and wages as per Law of the Land applicable to the workmen of the colliery/ washery where he is working under this contract.

27.02 The contractor shall make payment to his employees at the place (s) specified by the General Manager/Project Officer and in the presence of Company's representative authorised by General Manager/Project Officer who shall duly witness all payments by the contractor to his employees. For this purpose the contractor shall notify to the General Manager/ Project Officer the wage period (s) day/ date and time of payment.

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

28.01. The contractor shall make timely payment of all salary/ wages/ dues to his employees and shall also provide all benefits to his employees as per various Acts/Rules, Regulations, Orders applicable to the work e.g. bonus under Coal Mines Bonus Scheme and Payment of Bonus Act. Sunday Wages, Overtime, Holiday Wages, Leave Wages, Sick Leave etc.

28.02. The contractor shall also comply with the provisions of the Coal Mines Provident Fund Scheme and regularly deposit the contributions in accordance with the same. The Company shall have no liability whatsoever in this regard.

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

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

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

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

PAYMENT OF PRICE VARIATION: If the prices of Diesel increases or decreases, the provision in SOR shall apply as per detail stated in point 35.5.A & 35.5.B. , subject to the condition that such compensation for variation in prices shall be available only for the work done during the stipulated period of the contract including such period for which the contract is validly extended under the provisions of the contract without any penal action. If the contract is to be extended beyond the stipulated period for completion of the work due to fault on the part of the contractor, escalation on prices should not be allowed further if not provided otherwise in the accepted contract.

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

33.03 The contractor shall submit certified copy of price of Diesel from retail outlet of IOC/BP etc. nearest to the worksite, as the case may be.

33.04. Applicability of price variation as per SOR.

The SOR Rate will be escalated & deescalated on variation of 5% of the diesel rate as per approved diesel escalation formula

33.05 Price Variation on Diesel as per SOR.

Formula for escalation/ de-escalation:

A) For SOR rates based on ESM rates:

(A). For loading cost per Te = C + B (1 + (E-D)/D)

C = Constant factor (other component)

B = Variable factor (diesel component)

E = Price of diesel on date of revision

D = Basic price of diesel (diesel price on previous revision date)

B) Transportation of coal:

$$P_n = \frac{P_o}{100} \left(a + b \frac{D_n}{D_o} + c \frac{W_n}{W_o} \right)$$

Wherein

P_n = New rates applicable to various operations

P_o = Old rate applicable to various operations (Committee had considered base rate applicable from 8th September 2008 as P_o)

Dn = New diesel price (as the diesel rate of Rs 39.08 per lt)

Do = Old diesel price (Committee had considered the base diesel rate of Rs 38.44 per lt as Do)

Wn = New wage (absolute) or All India Consumer Price Index

Number for Industrial workers as published by Labour Bureau, Ministry of labour, Govt. Of India.

Wo = Old wage (absolute) or All India Consumer Price Index Number for Industrial workers as published by Labour Bureau, Ministry of labour, Govt. Of India.

Since only diesel escalation/ de escalation is to be considered, committee has considered $Wn/ Wo = 1$

Since constant a, b, c are w.r.t base cost element, committee had considered the value of a,b & c at Diesel Price of Rs 38.44 per liter as shown below:

LEAD IN km	AVG. LEAD	DIESEL CONSTANT (b)	OTHER CONSTANT (a+ c)
0 - 1	0.5	33.64	66.36
1 - 2	1.5	47.85	52.15
2 - 3	2.5	53.32	46.68
3 - 4	3.5	53.90	46.10
4 - 5	4.5	53.69	46.31
5 - 6	5.5	53.48	46.52
6 - 7	6.5	54.54	45.46
7 - 8	7.5	54.23	45.77
8 - 9	8.5	55.26	44.74
9 - 10	9.5	54.12	45.88
10 - 11	10.5	55.18	44.82
11 - 12	11.5	55.63	44.37
12 - 13	12.5	55.66	44.34
13 - 14	13.5	56.23	43.77
14 - 15	14.5	56.63	43.37
15 - 16	15.5	56.84	43.16
16 - 17	16.5	57.33	42.67
17 - 18	17.5	57.62	42.38
18 - 19	18.5	57.78	42.22
19 - 20	19.5	57.93	42.07
20 - 21	20.5	57.93	42.07
21 - 22	21.5	58.34	41.66
22 - 23	22.5	58.51	41.49
23 - 24	23.5	58.62	41.38
24 - 25	24.5	58.71	41.29

===== X =====

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE

To

Re : Bank Guarantee in respect of Contract No.....

Datedbetween(name of the company)

Western Coal fields Limited, and (name of the contractor)

M/s. (Name and address of the Contractor) (hereinafter called “the Contractor”) has entered into a Contract dated (hereinafter called the said Contract) with M/s..... (name of the company) (hereinafter called “the company”) to execute (name of the contract and brief description of work) on the terms and conditions contained in the said contract.

It has been agreed that Contractor shall furnish the Bank Guarantee from a Nationalised/ Scheduled Bank for a sum of Rs..... as security for due compliance and performance of the terms and conditions of the said contract.

The (name of the Bank) having its Office at..... has at the request of the Contractor agreed to give the Guarantee hereinafter contained.

We, the Bank (hereinafter called “the Bank”) do hereby unconditionally agree with the company that if the contractor shall in any way fail to observe or perform the terms and conditions of the said contract or shall commit any breach of its obligation there under the Bank shall on demand and without any objection or demur pay to the company the said sum of Rs..... or such portion as shall then remain due with interest without requiring the company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the sum, or calling on the company to compel such payment by the contractor.

Any such demand shall be conclusive as regards the liability of the Contractor to the company and as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Contractor has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between the company and the Contractor regarding the claim.

Contd../2

We, the Bank further agree that the Guarantee shall come into force from the date hereof and shall remain in force and effect till the period that will be taken for the performance of the said Contract which is likely to be day of but if the period of contract is extended either pursuant to the provisions in the said Contract or by mutual agreement between the Contractor and the company the Bank shall renew the period of the Bank Guarantee failing which it shall pay to the company the said sum of Rs..... or such lesser amount of the said sum of Rs..... as may be due to the company and as the company may demand.

This Guarantee shall remain in force until the dues of the company in respect of the said sum of Rs..... and interest are fully satisfied and the company certifies that the Contract has been fully carried out by the Contractor and discharge the guarantee.

The Bank further agree with the company that the company shall have the fullest liberty without consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of the said contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the company against the Contractor and to forebear to enforce any of the terms & conditions relating to the said Contract and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the Contractor or to any forbearance, act or omissions on the part of the company or any indulgence by the company to the Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect or relieving or discharging the Guarantor.

The Bank further agrees that in case this Guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above the Bank shall pay to the company the said sum of Rs..... or such lesser sum as may then be due to the company and as the company may require.

Notwithstanding anything contained herein the liability of the Bank under this Guarantee is restricted to Rs..... the Guarantee shall remain in force till the dayof..... and unless the Guarantee is renewed or claim is preferred against the Bank within six months from the said date all rights of the company under this Guarantee shall cease and the Bank shall be relieved and discharged from all liabilities hereunder except as provided in the preceding Clause.

Contd..p/3

This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor.

The Bank has under its constitution power to give this Guarantee and Shri who has signed it on behalf of the Bank has authority to do so.

Dated, this day of 200

Signature of the authorized person.

For and on behalf of the Bank.

Place :

Under jurisdiction of Court only.

FORMAT FOR CONTRACT AGREEMENT

(On Non-judicial Stamp paper)

Agreement No.

THIS ARTICLE OF AGREEMENT made on this _____ day of _____ 200 between the _____, a Company registered under the Indian Companies Act 1956 (hereinafter referred to as "the Company" which expression where the context so admit shall include its successors in interest and assign) of the one part and _____ (hereinafter referred to as "the Contractor" which expression where the context so admit shall include its heirs, executors, administrators, legal representatives, successors in business and assign) of the other part.

WHEREAS, the Company invited bid for the work "_____" and the bid of the Contractor has been accepted by the Company vide their letter no..... dated..... for a sum of _____ (Contract sum in figure & words).

WHEREAS, the Contractor has agreed to execute the works on the terms & conditions as stipulated in the Bid Document and subsequent amendments thereto for successful completion of the work.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AS FOLLOWS :

1. In this agreement words and expressions shall have the same meanings as respectively assigned to them in the Bid document, General and Special Conditions of the contract.

2. The following documents shall constitute the Contract between the Company and the Contractor. And each shall be read and construed as an integral part of the Contract.

01. Bid Notice.
02. Letter of Award.
03. The Bid and Price Schedules submitted by the Contractor.
04. General Condition of Contract.
05. Special Conditions of Contract.
06. Financial terms and conditions.
07. Billing Schedule.
08. Technical Specifications and drawings.
- a) Any other Documents as may be necessary.

Contd..2/-p

3. In consideration of Payment to be made by the company to the Contractor, the contractor hereby covenants with the company to execute the work in conformity in all respects with the provisions of the contract.

4. The company hereby covenants to pay the contractor, in consideration of the execution, completion and maintenance of the work, the contract price at the time and in the manner prescribed by the contract.

5. The Contract shall abide by the Indian Laws.

In witness whereof the parties hereto have set their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED.

Signed on behalf of the Contractor

Signed on behalf of the Company

Designation

Designation

(Name of the Company with address)

In the presen of :

WITNESS -1

WITNESS -1

(Signature)

(Signature)

(Name in Block Letters)

(Name in Block Letters)

Official Address :

Official Address :

WITNESS-2

WITNESS -2

(Signature)

(Signature)

(Name in Block Letters)

(Name in Block Letters)

Official Address :

Official Address :

▣ DECLARATION ▣

I HEREBY DECLARE THAT THE FIRM Shri/M/s.....
-----(Name of the firm) HAS NOT BEEN DEBARRED OR
DELISTED BY ANY GOVT. OR QUASI GOVT. AGENCIES OR PSUs.

Signature of the proprietor/
Partner/Director/Tenderer with
Stamp of the firm

CERTIFICATE

“This is to certify that I/We, have downloaded the subject Tender No..... from WCL web site under the user I.D..... and that I/We am/are submitting the tender documents including Drawing (if any) as have been made available on web site. I am aware that if at any time, it is found that my/our tender document do not tally in to with the tender copy of the department, my/our tender shall be rejected out rightly and I/We shall have no claim whatsoever. And if at all, it is detected during pendency of the contract, I Shall/We will abide by the terms conditions etc. of the original tender document of the company and in such case department shall be free to take appropriate action as it deems fit. I also agree that I/We shall sign the Agreement, prepared by WCL on the original terms and conditions etc. as per practice in vogue, as token of acceptance of the same.”

Signature of the proprietor/
Partner/Director/Tenderer with
Stamp of the firm

□□□□

PART – II

Bill of Quantity

NIT No. _____

Sl. No.	Stock / CHP from where ROM / Crushed coal to be transported		Lead Distance in KM	Approx. Qty. in MT.	Rate (in Rs./Te)		Total Amt. (in Rs.)
	From	To			Transportation	Loading	

Note :-

- b) Rates mentioned are provisional and currently applicable based on Diesel Price of _____ i.e. Rs. _____ / Ltr.
- c) For payment, discount shall be applicable on prevailing SOR Rates of _____ to period of Contract.

Scope of Work

Loading of Tippers from Coal Stock yard by mechanical means and transport of the same as per destination as above in the transport route indicated in the enclosed plan and also unloading the same.

- a) Date & Time of submission of Tender :
- b) Date & Time of opening of Tender (Part-I) :

To be filled by Bidder :

We offer _____% Discount on likely effective rates applicable from time to time on SOR applicable from _____ upto the period of contract.

Signature of Bidder (with Seal)